Talbot Type

This License Agreement is a legal contract between you and Talbot Type. When you purchase a font, you are purchasing the right to use that font under a particular set of conditions. It is important that you read and understand this Agreement because it defines your rights, the acceptable uses of Talbot Type Fonts, and the rights Talbot Type reserves. If you believe your usage or need is not addressed, or if you are unsure of any section's meaning, please ask Talbot Type before you make a purchase.

Once you download and/or install and/or use the Talbot Type Fonts, you are confirming you understand and agree to the terms of this Agreement, and that you have the authority to bind the person or entity specified on your sales receipt to the terms of this Agreement. Upon payment in full, Talbot Type grants to you a non-exclusive, non-assignable, non-transferable license (subject to all of the terms and conditions of the Agreement) to (a) embed the Font Software into an iOS, Android or Windows RT Application, on a single Application Platform, in a secure manner which does not allow an End User access to the Font Software outside of the Application; and (b) distribute worldwide.

1
Definitions

1.1
"Application(s)" means a separate and distinct stand-alone Software Product, which may be a Commercial Product, that runs on an Application Platform and is made available by you to End Users or by you to a distributor who then makes such Application available to End Users.

1.2
"Application Platform" means a hardware device that utilises an operating system and which runs an Application that is authorised for download solely for the Application Platform.

1.3
"Commercial Product" means a product in which the Font Software has been embedded and which is offered for distribution to the general public (or to some subset of the general public) for a fee or other consideration or as a result of your business activity.

1.4
"Derivative Work" means binary data based upon or derived from Font Software (or any portion of the Font Software) in any form in which such binary data may be recast, transformed, or adapted including, but not limited to, binary data in any format into which Font Software may be converted.

1.5
"End User(s)" means the individual or entity which downloads an Application to run on an Application Platform.

1.6
"Font Software" means software or instructions which, when used on an appropriate device or devices, generates typeface and typographic designs and ornaments. Font Software shall include all bitmap representations of typeface and typographic designs and ornaments created by or derived from the Font Software. Font Software includes upgrades or updates (each of which may be provided to you by Talbot Type in its sole discretion), related files, permitted modifications, permitted copies, and related documentation.

1.7
"Publicly Available Software" means each of: (a) any software that contains, or is derived in any manner (in whole or in part) from, any software that is distributed as free software, open source software (e.g. Linux) or similar licensing or distribution models; and (b) any software that requires as a condition of use, modification and/or distribution of such software that such software or other software incorporated into, derived from or distributed with such software (i) be disclosed or distributed in source code form, (ii) be licensed for the purpose of making derivative works, or (iii) be redistributable at no charge.

1.8
"Software Product" means a product that is distributed as software only and is not (i) embedded into hardware of any kind, or (ii) a platform or operating system that can run other software programs.

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2
Restrictions on Use

2.1
The maximum number of distinct Applications into which the Font Software may be embedded may not exceed the number of Applications you indicated in your purchase at www.talbottype. co.uk when licensing the Font Software.

2.2
For avoidance of doubt, if the Application is distributed on two or more Application Platforms, each version of the Application distributed on each Application Platform shall be deemed a separate Application.

2.3
You may not embed the Font Software (i) in any Application that allows the generation of output such as PDFs, word processing documents, spreadsheets, labeled photos, static images, scalable images, advertisements or other documents or data files, (ii) in any Application that is a server component in a client/ server architecture, or (iii) in an Application that will be distributed to more than five hundred thousand (500,000) End Users over the course of a twelve (12) month period.

2.4
The Font Software may only be embedded in an Application where the Font Software does not represent a substantial component of, and does not represent the primary value or the functionality of the Application into which it will be embedded

2.5
You agree that you will take no action which will have the direct or indirect effect of causing the Font Software to become Publicly Available Software or otherwise be subject to a Publicly Available Software agreement.

3
Alterations to the Font Software

You may not alter the Font Software for the purpose of adding any functionality that such Font Software did not have when delivered to you by Talbot Type. If the Font Software contains embedding bits that indicate that the Font Software is only authorised for certain purposes, you may not change or alter the embedding bits.

4
Transfer of the Font Software

You may not rent, lease, sublicense, give, lend, or further distribute the Font Software, or any copy thereof. If you are a business or organisation, you agree that in case of a reasonable doubt with regard to the proper use of the Font Software within your organisation, upon request from Talbot Type, you will within thirty (30) days fully document and certify that use of any and all Font Software at the time of the request is in conformity with your valid licenses from Talbot Type.

5
Copies

You may not copy the Font Software, except as expressly provided herein. You may make a reasonable number of back-up copies of the Font Software for archival purposes only, and you shall retain exclusive custody and control over such copies. Any copies that you are expressly permitted to make pursuant to the Agreement must contain the same copyright, trademark, and other proprietary notices that appear on or in the Font Software. Upon termination of the Agreement, you must destroy the original and any and all copies of the Font Software.

6
Intellectual and Industrial Property Rights

6.1
You agree that the Font Software is protected by the copyright law and other intellectual and industrial property rights of the United Kingdom, by the copyright law and other intellectual and industrial property rights of other nations, and by international treaties. You agree to treat the Font Software as you would any other copyrighted material.

6.2
You agree that Talbot Type owns all right, title and interest in and to the Font Software, its structure, organisation, code, and related files, including all intellectual and industrial property rights therein such as copyright, design and trademarks rights. You agree that the Font Software, its structure, organisation, code, and related files are valuable property of Talbot Type and that any intentional or negligent use of the Font Software not expressly permitted by the Agreement constitutes an infringement of intellectual and industrial property rights.

6.3
You agree not to adapt, modify, alter, translate, convert, or otherwise change the Font Software, or to create Derivative Works from the Font Software or any portion thereof. You further agree not to use the Font Software in connection with software and/or hardware which create Derivative Works of such Font Software.

6.4
You agree not to reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code or instructions of the Font Software, provided, however, that if you are located in a European Community member country or any other country which provides rights materially similar to the rights set forth in this provision, you may reverse engineer or decompile the Font Software only to the extent that sufficient information is not available for the purpose of creating an interoperable software program (but only for such purpose and only to the extent that sufficient information is not provided in a timely manner free of charge by Talbot Type upon written request.)

**7
Trademarks**

You agree to use trademarks associated with the Font Software according to accepted trademark practice, including identification of the trademark owner's name. Trademarks can only be used to identify printed output produced by the Font Software. The use of any trademark as herein authorised does not give you any rights

of ownership in that trademark and all use of any trademark shall inure to the sole benefit of Talbot Type. You may not change any trademark or trade name designation for the Font Software. Nothing contained herein shall be deemed as granting you a license to use any trademark or trade names associated with the Font Software.

**8
Limited Warranty**

Talbot Type warrants to you that the Font Software will perform substantially in accordance with its documentation for the thirty (30) day period following delivery of the Font Software. To make a warranty claim, you must, within the thirty (30) day warranty period, contact Talbot Type and provide sufficient information regarding your acquisition of the Font Software so as to enable Talbot Type to verify the existence and date of the transaction. If the Font Software does not perform substantially in accordance with its documentation, the entire, exclusive, and cumulative liability and remedy shall be limited to the refund of the license fee you paid to Talbot Type to obtain delivery of the Font Software.

**9
No other Agreements**

This Agreement represents the complete and exclusive statement of the agreement between you and Talbot Type and it supersedes any proposal or prior agreement, oral or written, and any other communications relating to the subject matter of this Agreement. No variation

of the terms of this Agreement or any different terms will be enforceable against Talbot Type in the absence of an express written amendment or consent, including a written express waiver of the affected terms of this Agreement. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect, and the invalid provision shall be replaced by Talbot Type with a provision that effects the intent of the invalid provision.

**10
Amendments**

Talbot Type expressly reserves the right to amend or modify subsequent versions of this License Agreement at any time and without prior notification.

**11
Happily ever after**

Well done if you've read all of the above, which can appear intimidating and complicated in places. So may I take the opportunity to state that, I consider myself to be an entirely reasonable person, and will endeavour to act reasonably at all times.

Thank you.

Adrian Talbot