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## BLUETYPPO – EULA 1.3.B

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### **BlueTypo End User License Agreement Version 1.2**

This End User License Agreement ("Agreement") constitutes a legally binding contract between you and BlueTypo regarding the use of the BlueTypo font software. By obtaining, purchasing, or installing the font software, you acknowledge your acceptance of and agree to abide by the terms and conditions set forth in this Agreement. Should you disagree with these terms, refrain from acquiring or installing the font software.

#### **1. License Scope**

BlueTypo hereby grants you a commercial, non-exclusive, and non-transferable license to use the font software. This license permits the installation of the Font Software on up to four (4) concurrent devices and allows for the utilization of an unlimited number of output devices, all situated at a single geographic location. This geographic constraint is applicable to the primary business premises. Portable computers owned by you are exempt from this geographical limitation. For usage involving more than four (4) users, an extension license must be acquired as indicated below:

- 1 license = 4 computers
- 2 licenses = 9 computers
- 3 licenses = 20 computers
- 4 licenses = 999 computers

#### **2. Permissible Usage**

The licensed fonts may be employed for the creation of images on computer screens, paper, photographs, movie credits, printed materials, and other mediums where the image maintains a fixed size.

#### **3. Third-Party Usage**

You are authorized to provide the font to a graphic designer, printer, or service bureau solely for projects executed on your behalf. However,

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they must agree to utilize the font exclusively for your work, adhere to the terms of this license, and refrain from retaining any copies of the font upon completion of the project. The font may not be shared with or made accessible to any other third parties.

#### **4. Font Embedding**

The licensed fonts can be embedded within documents destined for third-party recipients, such as Portable Document Format (PDF) or Flash files. Ensuring that the fonts cannot be extracted from these files is of paramount importance. Recipients can view and print these documents, but editing is prohibited. Under no circumstances are the licensed fonts to be embedded within software or hardware products intended for use by the purchasers of said products. Separate licensing arrangements for such usage can be discussed with BlueTypo.

#### **5. Modifications**

Character importing from the font for graphical manipulation in drawing programs is permissible. However, modifying, adapting, translating, reverse engineering, decompiling, disassembling, or creating derivative works directly based on the licensed font necessitates the prior written consent of BlueTypo.

#### **6. Copyright and Intellectual Property**

Both the font software and accompanying materials are copyrighted, containing proprietary information and trade secrets owned by BlueTypo. Unauthorized duplication of the Font Software, even if modified, combined, or integrated with other software, as well as any written materials, is strictly prohibited. Failure to adhere to this Agreement's terms could lead to legal liability for any infringement upon BlueTypo's intellectual property rights.

#### **7. Termination**

This Agreement remains in force until terminated. BlueTypo reserves the right to automatically terminate this Agreement without notice in the event of your failure to comply with any of its provisions. Upon termination, you are obligated to destroy all written materials, Font Software, and any copies thereof, including modified versions.

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## **8. Font Software Upgrades**

BlueTypo retains the option to provide updates for the Font Software, which may involve additional pricing.

## **9. Disclaimer and Limited Warranty**

BlueTypo warrants the Font Software to be error-free for a period of twenty-one (21) days from the date of delivery. If technical issues arise, we will exert all reasonable efforts to assist in their resolution. In the event that satisfactory resolution cannot be achieved, a refund will be provided as the extent of our liability.

The Font Software and associated written materials are provided "as is." BlueTypo disclaims all warranties, whether expressed or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose. Your exclusive responsibility lies in assessing the quality and performance of the font software, with BlueTypo offering no guarantee that the software's functions will fulfill your requirements or that its operation will remain uninterrupted or error-free.

### **Limitation of Liability**

BLUETYP0 SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES (INCLUDING DAMAGES ARISING FROM LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND SIMILAR) RESULTING FROM THE USE OF OR INABILITY TO USE THE BLUETYP0 PRODUCT, EVEN IF BLUETYP0 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

