ShyFoundry.com Freeware End User License Agreement (EULA)

End User License Agreement for ShyFoundry.com Freeware Typefaces.

This end user License Agreement (hereinafter "Agreement") is a legal agreement between you, or, if you represent a legal entity, that legal entity (hereinafter "you") and ShyFoundry.com, and is applicable to the Font Software that is accompanied by this Agreement or that you have downloaded online. By downloading the Font Software, you agree to be bound by the terms of this Agreement. If you do not agree to the terms of this Agreement, do not download, install, or use the Font Software.

1. DEFINITIONS

1.1. "Font Software" means coded software that generates typeface designs when used with the appropriate hardware and software plus any and all other data including documentation provided with such software. "Licensed Unit" means an installation of the Font Software that allows an unlimited amount of concurrent users to use it at a single geographic location.

2. GRANT OF LICENSE

- 2.1. ShyFoundry.com grants you a non-exclusive license to use the Font Software for your own personal purposes according to the terms of this Agreement. The use of the Font Software for business and for-profit purposes requires an additional license that may be purchased from ShyFoundry.com.
- 2.2. You may not embed the Font Software in documents as a subset of the Font Software (e.g., a ESP or PDF). You may, however, embed the Font Software in documents as a rasterized representation of the Font Software (e.g., a GIF, JPEG, or PNG) as long as the document itself is not a Commercial Product. You need an additional license from ShyFoundry.com for embedding the Font Software in a Commercial Product.
- 2.3. You may take a digitized copy of the Font Software used in a particular document to a commercial printer or service bureau for outputting this particular document for personal purposes (this document must not be edited by the printer or service bureau). In the event of any modifications to the document or use of the Font Software for other purposes, the printer or service bureau must purchase its own Font Software licenses from ShyFoundry.com.
- 2.4. You may copy and distribute unlimited copies of the Font Software as you receive them as long as (i) the Font Software contains the original copyright and trademark information, (ii) the Font Software includes this license agreement, and (iii) the Font Software is provided as a free download. The Font Software may not be distributed (i) as part of a bundled download, (ii) as part of a Commercial Product. You need an additional license from ShyFoundry.com for distributing the Font Software as part of a Commercial Product.
- 2.5. You may not modify, adapt, translate, reverse engineer, decompile, disassemble, alter, or attempt to discover the source code of the Font Software. If you want to make modifications to the Font Software, you must obtain the prior written consent of ShyFoundry.com.

3. OWNERSHIP

3.1. The Font Software, and all copies thereof, is protected by the United States Copyright Law, by the copyright and design laws of other nations, and by international treaties. Any copyright, trademark and other rights belong

exclusively to ShyFoundry.com, except as expressly provided in 2.1. you do not gain the ownership of the Font Software under this Agreement. The structure, organization, and the code of the Font Software are trade secrets of ShyFoundry.com, and you agree to treat them as such.

4. WARRENTIES

4.1. ShyFoundry.com and its suppliers do not and cannot warrant the performance or results you may obtain by using the Font Software or Documentation. ShyFoundry and its suppliers make no warranties express or implied, as to non-infringement of third party rights, merchantability, or fitness for any particular purpose. In no event will ShyFoundry.com or its suppliers be liable to you for any consequential, incidental or special damages, including any lost profits or lost savings, even if a ShyFoundry.com representative has been advised of the possibility of such damages, or for any claim by any third party.

5. GOVERNING LAW

5.1. This Agreement will be governed by the laws of the United States. This agreement will not be governed by the United Nations Convention of Contracts for the International Sale of Goods, the application of which is expressly excluded. If any part of this agreement is found void and unenforceable, it will not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms. You agree that the Font Software will not be shipped, transferred or exported into any country or used in any manner prohibited by the United States Export Administration Act or any other applicable export laws, restrictions or regulations. This Agreement may only be modified in writing signed by an authorized officer of ShyFoundry.com.

ShyFoundry.com PO Box 207 Elkhorn, NE 68022

licensing@shyfoundry.com