

# **Suomi Type Foundry Font Software End User License Agreement**

## **Introduction**

By accepting and paying the license fee invoice from Suomi Type Foundry you accept this license agreement and you agree to these terms and conditions. If you do not agree to these terms and conditions, return the software and the license fee invoice will be cancelled.

## **Extent of the license**

- 1.** Each Suomi Type Foundry font is licensed for use on a maximum of five (5) rasterizing devices connected to the same local area network. If the font is placed on a font server, each device that accesses the server counts as one.
- 2.** A multi-device site license upgrade must be purchased for multiple device use according to a multi-device license schedule available from Suomi Type Foundry. Each location and/or entity must purchase a separate license, starting with the first device. An output device is any printer, such as a Linotronic rasterizer, laser printer, or dot-matrix printer, any video display terminal or any other device where display is generated from the font software outlines, such as with the use of Adobe Type Manager or native TrueType rasterizer if the font is to be used primarily for display terminals that generate the output, as in a multimedia CD.
- 3.** Suomi Type Foundry font software may not be copied or duplicated in any form except for backup purposes. Suomi Type Foundry font software or documentation may not be rented, leased, sublicensed or lent to another person or entity without permission.

Suomi Type Foundry reserves all rights not expressly granted to you in this license agreement.

## **Transfer of agreement**

You may transfer all your rights to the software to another person or entity provided that you transfer this agreement and the software, including all copies thereof, to such person or entity and that you do not retain any copies stored on a computer.

## **Liability**

THE PARTIES AGREE THAT ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE,

MERCHANTABILITY AND NON INFRINGEMENT ARE EXCLUDED. YOUR SOLE REMEDY AND THE SOLE LIABILITY OF SUOMI TYPE FOUNDRY IN CONNECTION WITH THE SOFTWARE IS REPAIR OR REPLACEMENT OF DEFECTIVE PARTS OF THE LICENSED SOFTWARE, UPON THEIR RETURN TO SUOMI TYPE FOUNDRY. IN NO EVENT SHALL SUOMI TYPE FOUNDRY BE LIABLE FOR LOST PROFITS, LOST DATA, OR ANY OTHER DIRECT OR INDIRECT DAMAGES, OR ANY DAMAGES CAUSED BY THE MISAPPLICATION OF THE SOFTWARE. SUOMI TYPE FOUNDRY RESERVES THE RIGHT TO RETURN THE LICENSE FEE INSTEAD OF REPAIR OR REPLACEMENT OF THE DEFECTIVE PART OF THE LICENSED SOFTWARE. IN ANY CASE WHATSOEVER THE LIABILITY OF SUOMI TYPE FOUNDRY SHALL NOT EXCEED THE AMOUNT PAID OR PAYABLE TO SUOMI TYPE FOUNDRY HEREUNDER.

### **Cancellation**

If the licensed software is sublicensed or transferred against the terms and obligations as set forth in this license agreement or if you are otherwise in breach of the terms and obligations of this license agreement, Suomi Type Foundry has the right to cancel this license agreement immediately.

### **Confidentiality**

The negotiations between the parties of this agreement may require Suomi Type Foundry to disclose confidential information to you. You shall not use, disclose or otherwise exploit confidential information of Suomi Type Foundry without written consent of Suomi Type Foundry.

### **Miscellaneous**

Suomi Type Foundry shall reserve the right to refuse to make alterations to the licensed software which relate to design nuances rather than defects in data.

Embedding of the software into electronic documents or Internet pages is only permitted in a secured read-only mode. The customer must ensure that recipients of electronic documents or Internet pages cannot extract the software from such documents or use the embedded software for editing purposes or for the creation of new documents.

### **Governing law and dispute resolution**

This license agreement is governed by and construed in accordance with the

laws of Finland without reference to its conflicts of law provisions. All disputes arising under or relating to this license agreement shall be settled in arbitration proceedings in accordance with the Arbitration Proceedings Act. The Central Chamber of Commerce shall appoint one (1) arbitrator in accordance with the said Act. The arbitration proceedings shall take place in Helsinki, Finland.

**Suomi Type Foundry**

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