Jan Henrik Arnold V 2.3

Havelberger Straße 25, 10559 Berlin

This end user license agreement (hereinafter agreement) is a legal agreement between you, or, if you represent a legal entity, that legal entity (hereafter you) and Jan Henrik Arnold (hereafter JHA). By downloading and/or installing JHA font software you acknowledge that you have read, understood, and agreed to be bound by the terms and conditions of this license agreement.

1. LICENSED SERVER FONT

You are hereby granted a non-exclusive, non-assignable, non-transferable license (subject to all of the terms and conditions of the agreement) to load the font on one (1) server at one (1) geographic location. You need a written license extension to exceed the number of servers and locations. The server license grants the user the right to access the font from remote client machines for the use in software, to generate .pdf documents, static and dynamic text, personalised graphics and to print and screen of variable data. The clients may not access the font software itself. The font may not be distributed or downloaded from the server. The user must always ensure that the installed font is protected against any means of unauthorised access or against unauthorised use.

2. RESTRICTIONS OF USE

- (i) The license is based upon the number of production servers on which the font is installed. The font can be installed on any number of development servers. A font downloaded with this license cannot be used in SaaS (Software as a Service), where the service is the product rather that the item that is created.
- (ii) The font is not allowed to be part of an os (operating system) which is managing both software and hardware parts of the system. The os is also defined as software which has no dependencies on an application to run a device.
- (iii) You need an other license to integrate the fonts in server hosted digital advertisement (digital advertisement license).

3. COPYRIGHT

The font and the design are in their form, structure and code exclusive property of JHA. No ownership rights are granted as a part of this contract. This font is protected by the United States Copyright Law and design laws by nations and international treaties. You agree to treat the font as confidential information and exercise reasonable care to avoid unauthorised distribution. You may make back-up copies of the font for archival purposes only, provided that you retain exclusive custody and control over such copies.

4. ALTERATIONS OF THE FONT

Except as the granted back-up you may not copy, modify, adapt, convert, translate, reverse engineer, decompile, disassemble, alter, or attempt to discover the source code of the font software. If you intend to make alterations to the font, you must obtain the prior written consent of JHA. If the font contains embedding bits that indicate that the font software is only authorized for certain purposes, you may not change or alter the embedding bits.

Jan Henrik Arnold V 2.3

Havelberger Straße 25, 10559 Berlin

5. CREDITS FOR THE SERVER FONT

You shall identify all licensed fonts to visitors of your application only by the licensed font's original name and in accordance with accepted trademark practice, including identification of the trademark owner's name. The application's font selection user interface must display the licensed font's original name(s) and cite the source of the licensed font. You will only use the licensed font's original name(s) to identify a licensed font which effects a faithful reproduction of the underlying font and which is of a quality sufficient to meet industry typographic quality standards.

6. WARRANTY

JHA warrants that the font will perform as it should for the thirty (30) day period following your receipt. To make a warranty claim, you must return the font along with a copy of your sales receipt within the thirty (30) day period. If the font does not perform correctly, JHA or you will either replace the font or refund the license fee you paid for the font. JHA does not and cannot warrant the performance or results you may obtain by using the font. In no event will JHA be liable to you for any consequential incidental or special damages, including any lost profits or lost savings.

7. TRANSFER OF THE LICENSED SERVER FONT

You may not rent, lease, sublicense, give, lend, or further distribute the licensed application font, or any copy thereof, except as expressly provided herein. You may transfer all its rights to use the licensed application font to another person or legal entity provided that the transferee accepts and agrees to be bound by all the terms and conditions of this agreement, and you destroy all copies of the licensed application font, including all copies stored in the memory of a hardware device. If you are a business or organisation, you agree that in case of a reasonable doubt with regard to the proper use of the licensed application font within your organisation, upon request from JHA or its authorized representative, you will, within thirty (30) days, fully document and certify that the use of any and all licensed application fonts licensed by you from JHA at the time of the request is in conformity with your valid licenses from JHA.

8. TERMINATION / GENERAL PROVISIONS

The license granted herein is effective with the full payment until terminated. JHA has the right to terminate your license immediately if you fail to comply with any term of this Agreement. Upon termination, you must destroy the original and any copies of the Font Software and Documentation. The JHA Font Server Software License Agreement is subject to German Law. If any part of this agreement is found void and unenforceable, it will not affect the validity of the agreement, which shall remain valid and enforceable according to its terms. This agreement may only be modified by JHA. I thank you for reading this agreement and acting along. If there is any question about the terms, please let me know.