

LICENSING CONTRACT INTENDED FOR END-USERS

Whereas: This contract governs the use of the abovementioned typeface and the fonts that comprise it, as described on the Web pages of the present Internet site: conqueror.com and/or in the Conqueror catalogue.

#1. DEFINITIONS.

A typeface (or a font) is a complete set of glyphs that comply with the standard for Western countries' typefaces used by Apple Macintosh and Microsoft Windows systems.

Format of the font(s): The font(s) is/are in the OpenType format for the stated platform and consist of metric data that is digitally encoded, with digital descriptions of the outlines of all of the glyphs.

#2 OBJECT.

This licensing contract covers a usage licence with non-exclusive rights intended for the use of the typeface (font) and offered to the end-user on the Web pages of the present Internet site: conqueror.com and/or in the Conqueror catalogue, which belong to the Arjowiggins company. This company distributes, for a stipulated period of time and under licence from Typofonderie, the typeface and the fonts comprising it.

#3 DURATION.

This licence is contracted for an indefinite period of time and takes effect on the date on which the present contract is accepted.

4 SCOPE OF THE LICENCE.

#4.1 Ownership of the fonts.

Typofonderie shall retain full ownership of the digital descriptions and/or the digital fonts that define the typeface and/or fonts as described on the pages of the conqueror.com website and/or in the Conqueror catalogue. Under no circumstances shall the End-user be entitled to transfer to any other party the typefaces and/or fonts described on the Web pages of the present Internet site: conqueror.com and/or in the Conqueror catalogue. The typefaces and/or fonts and their components are protected by intellectual property rights legislation and copyright laws, and shall remain the property of Typofonderie. The fonts may not be denatured and/or altered in any manner whatsoever. Any creation of derivative fonts based on the fonts in question is formally prohibited. This includes manipulation of this digital font in order to mix it with another, drawing on its composition for inspiration, using the shape of each of its symbols and their positions (in any manner other than simple pair matchings that leave the original intact), modifying its digital format in order to benefit another format, or modifying the hinting included which controls display quality and printing quality. Making up, having made up or giving permission to make up derivatives of the typeface and its components, or making typefaces with resemblance to the typeface package and its components in any form whatsoever is strictly forbidden and renders the counterfeiter legally liable.

The following text applies to all of the components of the typeface: “Copyright © 2009, by Jean François Porchez, Typofonderie. All rights reserved. Distributed exclusively by Arjowiggins under license from Typofonderie. Any distribution to a third party is prohibited. Names are trademarks in some cases.”

#4.2 Work station(s), output unit(s) and place of use.

This licence allows the fonts to be used by an unlimited number of work stations in a single workplace.

#4.3 Finished product media.

This licence is applicable only in those cases where the finished product(s) are in hard copy or a digital medium endowed with the specific feature of preventing extraction of the fonts or font elements (“only printing and display” preferences for pdf format) by a third party that might use the fonts for applications other than those for which they are sold. Use of the fonts on servers accessible via the Internet or similar networks, and the redistribution of documents or commercially-available software incorporating these fonts to third parties is forbidden. Any use by the End-user on digital products allowing extraction of the fonts or font elements as defined above by a third party will render the End-user liable *de facto*.

#4.5 *Intuitu personae* nature of this licence and strictly personal use of the pack(s).

The End-user may not use the fonts, as described on the Web pages of the present Internet site: conqueror.com and/or in the Conqueror catalogue, except on work stations (computers) and output units (printers) that belong directly to him in his own name.

#4.6 Prohibition on copying of the typefaces and/or fonts by the End-user.

The End-user is not entitled to copy the fonts, except for his strictly personal use, for flashing to a third party and for protecting their original media (backup copies). The End-user shall ensure that no third party copies the fonts covered by the present, nor makes any other use of them than the one defined and covered by Clause #4 of this contract. The End-user declares and acknowledges that any use he may make of the typefaces and/or fonts which does not comply with the terms stipulated in the present contract shall render him liable *de facto*.

#4.7 Prohibition on transfer of this licence by the End-user.

The End-user is strictly forbidden to transfer this licence in any manner whatsoever. Sub-licensing is formally prohibited.

#5. INCURRING LEGAL LIABILITY AND BREACH OF CONTRACT.

Any breach by the End-user of any of the provisions stated above in #4 of the present contract shall *de facto* incur the legal liability of the End-user and entitle Typofonderie to claim damages. In the event of any breach of the clauses of this contract by the End-user, Typofonderie, represented by Jean François Porchez, reserves the right to terminate the present licensing contract without prior notice and without financial compensation or compensation of any other nature. In such a case, the End-user shall return the digital data to Typofonderie, represented by Jean François Porchez. In such a case, the End-user shall undertake to destroy all copies in his possession within seven (7) days of said termination, whereby any further use following termination is prohibited. The End-user undertakes to communicate to any of its employees or other persons potentially having access to the typefaces and/or fonts as described above all of the clauses and conditions set forth in the present contract. The End-user declares and shall ensure that any of its employees and/or other persons potentially having access to the typefaces shall execute the present in proper and due form.

#6. HYPOTHETICAL MISUSE OF THE TYPEFACES AND/OR FONTS.

Neither Typofonderie nor Jean François Porchez shall be held legally liable for any damage or losses caused or borne by the End-user and/or any third party resulting from misuse of the typefaces and/or fonts in question.

#7. APPLICABLE LAW AND ASSIGNMENT OF JURISDICTION.

The present contract is governed by, and shall be interpreted according to, French law. In the absence of an amicable settlement, any dispute that may arise due to the existence, signing, validity, interpretation and/or execution of the present contract shall be submitted to the competent jurisdictions of the Paris courts (75).