

## P22 End User License Agreement and Limited Warranty

Thank you for purchasing P22 fonts. To ensure that P22 continues to bring you more exciting, historically relevant type, please take the time to read this agreement. It might not be the most fascinating read, but its very important and may answer many questions that you may have. Please register your fonts and remember that free software is an exception, not the rule.

1. Notice to user. You (End User) have not purchased the ownership rights to this font, but rather a license to use this font on a limited basis. Purchasing a license for any P22 font or font distributed by P22 (International House of Fonts, Sherwood Collection and other) via download, or e-mail, constitutes an agreement between P22 type foundry, Inc ("P22") and the end user of the enclosed typefaces ("software") that the terms and conditions of this contract will be followed. If the fonts are purchased in hard copy format (CD-ROM or floppy disk), removing the media from its protective sleeve (paper pouch, DVD cases, or other) in which the media is contained constitutes the same agreement. If you do not agree with the terms of this agreement, return the complete package with the CD or floppy disk sleeve unopened to the place of purchase. If downloaded or received by e-mail, all files must be deleted. A signed affidavit may be required to receive a refund.

2. Grant of License. The basic P22 distributed software license is limited for use on a total of 5 devices at one site for use on a single platform. A device is defined as a computer, printer, character generator, server or any other machine that uses font data to rasterize letterforms. A site is defined as one physical location. Platform refers to operating systems designated as 'Macintosh', 'Windows' or other.

A laptop may be one of the devices in the basic license of 5 devices as long as the laptop is associated primarily with the licensed location. Simply working offsite on a laptop is permissible in the basic license and is regarded as an extension of the "site". Work transported from one distinct network to another distinct network, via a laptop requires each network to be licensed properly.

Additional licensing is also required if you are installing the font(s) on more than 5 devices (Site License), or a LAN/WAN Server with more than 4 devices, or, if you and/or additional users will have access to the font(s) at more than one location (Corporate License), or, if your printer/service bureau is installing the fonts for job output for more than one-time use (Service Bureau). Upon completion of job, service bureau must delete the font software or purchase their own license.

--To calculate the required additional license, call P22 at 716 885 4490 or visit: <http://www.p22.com/licensing.html> to receive a quote.

One copy of the font software may be made for backup. You may transfer the original software to another party provided All materials, including back-up copies are transferred and that the recipient agrees to the licensing terms and conditions contained in this agreement, and all copies are removed from the originating end user's (your) devices.

3. Fair Use. The basic P22 license is intended to accommodate personal use as in the course of everyday correspondence and document writing, or in the design of self-promotion pieces like business cards, newsletters and brochures. Other uses designated as "professional" or "commercial" may require additional licensing.

Professional use is work performed by, not limited to, freelance designers, small design firms and corporate advertising firms that incorporate P22 fonts within a design for a client or self-promotion. Most alphanumeric fonts are allowable without additional licensing provided that the Grant of License guidelines are met. However, the use of illustrative elements (also known as "dingbats", "extras", "ornaments") within logo design requires an additional one-time license. If you have purchased the font(s) license for use on a large scale campaign such as in the course of entertainment promotion, advertising, corporate identity design, product packaging, store signage or in any way that requires the multi media (television, internet, print or other) output of the font(s), an additional license may be required. This applies to in-house or client based work. Call P22 at 716 885 4490 to receive your large scale campaign quote.

A royalty based Commercial license is required when P22 font software is used to create a product sold for profit. If you have purchased the font(s) license for use as the principle design element to create a product to be sold such as, not limited to, rubberstamps, refrigerator magnets, or if the usage of the font adds value (value added) to a product to be sold such as wrist watches, house numbers, stencil kits, decals, digital art (screensavers, 3-D models, or other computer application), please call P22 at 716 885 4490 if you have any questions, for permission or to receive your commercial license quote or visit: <http://www.p22.com/comlicensing.html> for examples.

The font may be modified if properly licensed for non-commercial or in-house use. The modified font software may not be

sold or distributed.

4. Font Embedding. The basic P22 license allows for the embedding of P22 fonts only if the document created is set to "Print and Preview". If P22 fonts can be extracted, edited and therefore transferred in any way, an additional license is required to account for each recipient of the document and font file(s)

5. Copyright. The software and accompanying documentation are copyrighted and contain intellectual property information protected by law. You may not make or distribute copies of this software or accompanying documentation without the express written consent of P22.

6. Disclaimer and Limited Warranty. P22 warrants that the font software is free of errors and will be replaced within 90 days of purchase in the event of defective media. If failure of the font software results from accident, abuse, or neglect, P22 assumes no responsibility to replace the software.

THE SOFTWARE AND ACCOMPANYING WRITTEN MATERIALS ARE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, AND P22 SPECIFICALLY DISCLAIMS THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY. IN ADDITION, P22 DOES NOT MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SOFTWARE OR THE WRITTEN MATERIALS IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, CURRENTNESS OR OTHERWISE. THE ENTIRE RISK AS A RESULT OF THE PERFORMANCE OF THE SOFTWARE IS ASSUMED BY THE USER.

7. Update Policy. At the option of P22, there may be updated versions of the software which will be offered to registered users.

8. Purchaser's Indemnity. You agree to inform any person (employee/co-employee/employer) having access to the P22 Software and copies thereof, of the terms and conditions of this Standard License Agreement and to ensure that these terms and conditions are abided. You agree to indemnify and hold P22 harmless from any and all claims, liabilities, and costs including attorney's fees, arising out of your breach of this agreement or promises you made. If these terms are not agreed to and respected P22 reserves the right to revoke Grant of License.

9. Construction. This agreement is governed by and constructed in accordance with the laws of the State of New York. All disputes between P22 and the end user whether or not arising hereunder shall be conducted within the courts and jurisdiction of Erie County, New York.

Please register your fonts. If you have purchased your font(s) directly from P22 you have been automatically registered. If you ordered your font from an authorized P22 reseller please keep a record of the time and place of the purchase; or if you purchased a CD, send in the reply/registration card enclosed within each package.

(c)2004 P22 type foundry, Inc. -- Not Your Typical Type(tm) -- <http://www.p22.com> -- PO BOX 770 -- Buffalo, NY 14213