TYPOJO TYPE PROJECTS END USER LICENCE AGREEMENT for FLANDERS FONT SOFTWARE

1. INTRODUCTION. This Agreement is a legal document which sets out your rights and obligations, and those of Typojo Type Projects ("TTP", "we" or "us"), in relation to the Flanders font software which you may agree to licence from us (collectively, "TTP Products"). You must take the time to read and understand it before agreeing to licence any of the TTP Products, or, if the fees which are specified for the relevant TTP Product(s) (the "fees") have already been paid, before commencing to download or use the relevant TTP Products. By signifying your agreement to this document, or by installing or using any TTP Product, you accept that you are entering into a contract with us on the terms of this Agreement. Some of the words and phrases used in this Agreement are defined in the Appendix to it below.

2. WHAT THIS AGREEMENT PERMITS YOU TO DO
It permits you to:
a.   Make use of the licenced Flanders font software according to the Maximum Usage for which you are licenced; each device through which such use is made must be owned by you;
b.   Make use of or embed the font ONLY in a digital product for Vlaanderen, Flanders & de Vlaamse Overheid, in outline or as a rasterised image, in view and print form only, securely so the Font cannot be extracted, is non-editable, and cannot be downloaded, removed or accessed in a useable form and is not part of an embedded product, a commercial product or an electronic publication; provided that your rights as expressed above apply only to a Font sub-set: you must never embed or include the entire Font set in any file that is accessible to others;
c.   Use the Font ONLY in a non-digital product for Vlaanderen, Flanders & de Vlaamse Overheid in which no element of the Software is included, and which is not a Commercial Product.

3. WHAT THIS AGREEMENT DOES NOT PERMIT YOU TO DO
It does not permit you to use or allow the use of software or any font in any of the following ways (unless you have entered into a TTP Extended Licence and its appropriate Attachment(s) authorising you to do so):
a.   so that it may be accessed through a server or similar to edit, render or display content
b.   in an electronic publication
c.   in an embedded product
d.   in a commercial product
e.   to render and display web content as live searchable or selectable text (sometimes referred to as webfont embedding)
f.   nor may you, except as permitted under any of the Attachments to which you are party:
i.   make a font available to or distribute it to any device or entity that is not licenced to use the font, or otherwise share use with another entity
ii.   embed a sub-set of a font, its outlines or a rasterised image in a product such that any element of the software may be repurposed
iii.   embed a font in a product where information can be updated and displayed using the font
iv.   use a font in connection with font replacement technologies

v.   embed a font in any Adobe Flash (SWF) based, or similar or related technologies
vi.   make any work that is derivative of a font, font image or the software
vii.   make embedded use of any font or software on the internet, or modify or convert it into any format that permits embedding or font linking.

You can find out more information by emailing us at jo@typojo.com.

4. GRANT OF LICENCE. In consideration of the payment of the fees, we licence you to use the relevant (a) font software (the "Software"), and (b) fonts (the "Fonts") in accordance with this Agreement. The licence which we grant to you (a) is non-exclusive, (b) is personal, meaning that it is granted only to the person or entity which initially licences the TTP Products from us, and may not be shared with or transferred to any other person or entity except with our prior written agreement, (c) permits the software and the fonts to be used only on or through the number of devices, whether networked or stand-alone, specified by us (and agreed to by you) in the course of your agreeing to licence them or subsequently, and (d) for a period of sixty years from the date when you enter into this Agreement (as specified under Clause 1 above).
Where you enter into this Agreement to licence TTP Products for use by an entity, you undertake that you are entitled to bind that entity to this Agreement and to licence TTP Products on behalf of that entity.

5. LIMITATIONS ON USE.
For the Maximum Usage that you licence, there must be no more than the following: (a) up to, but no more than, that Maximum Usage number of separate copies of the Software and Fonts available for use on separate devices (such as on the hard drives of a personal or laptop computer); or instead, where devices are networked, (b) no more than that number of devices capable of making any use of the Software or the Fonts at any time, whether by means of a centrally-held copy or otherwise.

6. INTELLECTUAL PROPERTY. You acknowledge and agree that:
(a) Jo De Baerdemaeker (Typojo Type Projects) owns all right, title and interest in and to the software, including all copyright subsisting in and in relation to it; and
(b) Jo De Baerdemaeker (Typojo Type Projects) owns all right, title and interest in and to the fonts, including all copyright subsisting in and in relation to them. Separately and together, the TTP Products are protected by copyright under Belgian legislation, as well as by international copyright treaties. All rights not expressly granted in this Agreement are reserved to us.

7. COPYING OF TTP PRODUCTS. No copying or distribution of any of the TTP Products may be made, except as expressly provided in this Agreement; without prejudice to such obligation, you shall ensure that all copies and distributions of TTP Products include the same copyright and other proprietary notices as appear on the original TTP Products which we make available. All copies of the TTP Products must be kept under your exclusive control.

8. DECOMPILATION. You may not reverse engineer, decompile or otherwise attempt to discover the source code relating to the TTP Products, provided, however, that if you are in a member state of the European Community or any other

state which grants these rights, you may decompile the software to the extent required for the purpose of obtaining sufficient information for the purpose of creating an interoperable software program (but only for such purpose and only to the extent that sufficient information is not provided by us to you upon written request).

9. NO COOLING OFF PERIOD. There is no right to cancel this Agreement, or your transaction to licence TTP Products, during the cooling-off period which is provided for certain purchases under the Consumer Protection (Distance Selling) Regulations 2000; the relevant TTP Products will be made available for access by you reasonably promptly after the relevant TTP Product transaction is concluded.

10. YOUR DETAILS. You undertake to register for the TTP Products using accurate and current information about yourself – including your correct name, address and any other requested details. If you provide details of a credit, debit or charge card for the payment of fees, you must ensure that (a) you are fully entitled to use that card, and (b) it has available funds sufficient to cover the charges which are deducted from it. Unless you advise us otherwise, we will use your contact information to contact with you by post and/or email with (a) support information concerning the TTP Products, and (b) information about similar good and services which we may licence from time to time.

11. DATA PROTECTION. We will treat the personal data you provide to us in accordance with the Data Protection Act 1998, and otherwise in accordance with the law. We will not keep your personal data after the termination of this Agreement.

12. WARRANTY. We warrant that the Software will perform substantially in accordance with its documentation for the thirty (30) day period following delivery of the Software to you. To make a warranty claim, you must, within the thirty (30) day warranty period, return the Software to us together with proof of your purchase of the TTP Products, and adequate proof that the Software has failed to satisfy the above warranty. In any event, our entire liability shall be to refund the fees paid for the TTP Products. We give no warranty or undertaking that the TTP Products will be capable of being used in conjunction with any hardware or software other than that specified in our relevant documentation. You are responsible for ensuring that the application you intend to use with the TTP Products supports the OpenType font format; you may need to check with the application's manufacturer on this point. No warranty is given concerning the performance of or results you may obtain by using the TTP Products.

13. FEES.
(a) You acknowledge that we are entitled to alter the amount or the basis of the calculation of our fees from time to time, provided that such amount or basis is clearly stated at the time when you agree to take the relevant TTP Products.
(b) We may add new or ancillary services from time to time which require the payment of fees – either to us or a nominated third party – on terms which will be provided to you at the time.

14. DISCLAIMER AND EXCLUDED LOSS. Your use of the TTP Products is entirely at your own risk. We will not be liable to you or any third party for any indirect or

consequential loss or damage, or for any loss of data, profit, revenue or business, howsoever caused (whether arising out of any negligence or breach of this Agreement or otherwise). TTP will also not be liable for any failure to perform of its obligations under this Agreement caused by matters beyond its reasonable control. We exclude all conditions, terms, representations (other than fraudulent or negligent representations) and warranties relating to the TTP Products, whether imposed by statute or by operation of law or otherwise, that are not expressly stated in this Agreement, including without limitation, the implied warranties of satisfactory quality and fitness for a particular purpose unless they are incapable of being excluded by law. Any statutory rights you may have as a consumer remain unaffected.

15. MAXIMUM LIABILITY. Without limiting the preceding Clause, the aggregate liability of TTP (whether arising in negligence or otherwise) will not under any circumstances exceed an amount equal to the fees paid to us, regardless of the cause or form of action.

16. NON-EXCLUDED LIABILITIES. Nothing in this Agreement limits TTP's liability for death or personal injury resulting from our negligence, or any other liability which may not by law be excluded. Any statutory rights you may have as a consumer remain unaffected.

17. AUDIT. You acknowledge and agree, both for yourself and any entity which uses TTP Products, that we shall be entitled, upon such notice to you as we reasonably deem appropriate, to enter any premises where TTP Products are apparently used, in order to determine your and/or such entity's compliance with this Agreement and our rights.

18. TERMINATION. We shall be entitled to terminate the licence granted to you under Clause 2 above by notice sent to the contact email address or postal address you provided upon registering for the TTP Products, in the event:
(a) of any serious breach of this Agreement by you or any entity which uses TTP Products you licence from us; or
(b) that you or any entity which uses TTP Products ceases to carry on its business or has a liquidator, receiver or administrative receiver appointed to it or over any part of its undertaking or assets, or passes a resolution for its winding up (or its winding up is ordered by a court), or enter into any voluntary arrangement with creditors, or similar in any other jurisdiction.
If this Agreement is terminated, you (and such entity) must destroy the original and any and all copies of the TTP Products, and (where so requested by us) provide us with such evidence as we may require to show conformity with this requirement.

19. ASSIGNMENT. We reserve the right to assign this Agreement, and to assign or subcontract any or all of our rights and obligations under this Agreement. You may not without the written consent of TTP assign or dispose of this Agreement, or the licence granted under this Agreement.

20. ENTIRE AGREEMENT. This Agreement is intended to contain your entire agreement with us relating to the TTP Products; we believe it to be fair and reasonable. It replaces all earlier agreements and understandings with you relating

to the TTP Products, except for any fraud or fraudulent representation by either of us. A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of this Agreement.

21. SEVERABILITY. In the event that any term of this Agreement is held to be invalid or unenforceable by judicial decree or decision, the remainder of this Agreement shall remain valid and enforceable.

22. LAW. This Agreement shall be governed by and construed in accordance with the laws of Belgium. By downloading and installing the Fonts, you acknowledge that you have read, understood, and agreed to be bound by the terms and conditions of this End User Licence Agreement.

23. KEEPING THIS AGREEMENT. The individual End User Licence Agreements are send together with the Flanders font files. You can access it at http://typojo.com. If you licence TTP Products online, please make a durable copy of this Agreement by printing and/or saving a downloaded copy on your own computer. It is offered only in English.

24. CONTACT. We are a company registered in Belgium under registration BE 0844.956.706. You can correspond with us at the address specified on contact page of http://www.typojo.com, or by email to jo@typojo.com. Our VAT registration number is BTW BE 0844.956.706. Information about us and TTP Products can be obtained at http://www.typojo.com.

25. THANK YOU.
Jo De Baerdemaeker (Typojo Type Projects) and the Vlaamse Overheid thank you for taking the time to read and understand this TTP End User Licence Agreement.

APPENDIX
In this Agreement:
a.   "commercial product" means a tangible Product which substantially relies on a Font for its commercial value; examples include where the Font image (i) may be repurposed by an end-user of it, such as a rubber stamp or an adhesive alphabet, or (ii) may not be repurposed by its end-user, but a principal characteristic of the Product is the display of a sub-set of a Font or its attributes;
b.   "device" means any item owned by you (and not by any other person or entity) through which it is possible to give commands which are capable of being responded to by any part of the TTP Products;
c.   "electronic publication" means a file that includes a Font as a rasterised image or as outline data to display the text of a publication that is, or is intended to be, distributed, such as (without limitation) an electronic book, magazine or newspaper;
d.   "embedded product" means a Product in which Software is securely embedded to allow the Product content to be edited, rendered or displayed; non-exclusive examples include software Products such as mobile apps and physical Products such as eReaders;
e.   "entity" includes any incorporated or unincorporated entity or person, whether a company, corporation, partnership, association, or other.
f.   "font" includes typeface, bitmap and any technology resulting in a

representation thereof; and references to fonts include sub-sets of them;

g.   "Maximum Usage" means the maximum number of uses which you are authorised for, either at the time you initially licence the TTP Product(s), or as a result of an extension to the Maximum Usage granted by us pursuant to this Agreement;

h.   "networked" includes any form of connectivity, whether wired or wireless, and whether through a client/server arrangement or otherwise;

i.   "product" includes tangible and intangible goods and services (such as, without limitation, software applications);

j.   "sub-set" means, in relation to a font, (i) no more of that font's glyph-set than is reasonably required for the relevant work, and in any event (ii) less than the complete glyph-set of that font (when combined with all other works available to the end-user in which any part of the font is embedded);

k.   "use" means (A) in relation to the Software, to be accessible in connection with the use of any of the Fonts, and (B) in relation to the Fonts, to be accessible for the inclusion or replication of any of the Fonts in any part of a work, in any medium;

l.   "work" includes any form of visual representation, whether textual, graphical or otherwise; and

m.   "you" means (i) the person who enters into this Agreement, or (ii) where this Agreement is entered into on behalf of an entity, that entity.