



# The End User License Agreement

The terms and conditions set forth below establish an agreement between you and Radim Peško (id. no. 721010/4249), based at *Laagte Kadijk 148, 1018 ZD Amsterdam, The Netherlands*, governing your use of the Font Software ordered by you. This End User License Agreement (EULA) becomes binding by downloading and/or installing Font Software provided by Radim Peško.

## 1. Font Software

- 1.1 'Font Software' as used herein shall mean software which includes typeface and/or typographic designs and ornaments.
- 1.2 The Font Software and design of the Fonts embodied therein are protected under copyright and other intellectual property law.
- 1.3 The Font Software is the exclusive property of Radim Peško. Radim Peško owns all rights, title and interest in and to the Font Software, its structure, organization, code, and design of the Fonts embodied therein, the trademarks, trade names and service marks.

## 2. License

- 2.1 Radim Peško hereby grants you a non-exclusive and non-transferable license to use the Font Software under terms and conditions set forth below. This license grants you certain limited rights to use the Font software only. The Font Software is licensed, not sold. All other rights, title and interest in and to the Font Software, are expressly reserved to Radim Peško.
- 2.2 This license is for the benefit of a single user only. A single user is permitted to install and use the Font Software on one (1) portable device such as a notebook or laptop computer and on one (1) desktop or workstation type device that remains at a single location. The Font Software shall not be installed on the server, which is accessible by the Internet or by similar public computer network. If you need to install the Font Software on more than the one (1) computer, as identified above, you are required to purchase additional licenses.

- 2.3 Under this license you are entitled to use the Font Software as the end user for your customary personal or internal business purposes, which does not include any distribution whatsoever of the Font Software or any component thereof. You further agree to exercise reasonable care to avoid unauthorized distribution of the Font Software (password protection, font subsetting etc.).
- 2.4 Except as may be otherwise expressly permitted herein or by a separate written agreement, you may not modify, adapt, translate, reverse engineer, decompile, disassemble, alter or otherwise copy the Font Software, the source code of the Font Software or the designs embodied therein. The Font Software or documentation may not be sublicensed, sold, distributed, leased, rented, lent, or given away to another person or business. You are entitled to make a single copy of the Font Software solely for backup purposes.
- 2.5 Any copies that you are expressly permitted to make pursuant to this Agreement must contain the same copyright, trademark, and other proprietary notices that appear on or in the Font Software.
- 2.6 You agree that any derivative typeface font software created by you which uses, incorporates or is otherwise based upon the design of the Fonts or otherwise incorporate any of the Font Software, are considered derivative works and use of any derivative work shall be subject to the terms and conditions of this license.
- 2.7 You may not change any trademark or trade name designation for the Font Software. You may not use any trademark or trade name designation for the Font Software for the purposes of identification of similar or identical products.
- 2.8 Usage of the Font Software in violation of this Agreement shall be considered as illegal.

### 3. Embedding

- 3.1 You may embed copies of the Font Software into your electronic documents only for the purpose of printing and for their use on private computer networks. In case of exclusive purpose of outputting printing files, you are permitted to transfer temporarily a copy of the Font Software used here for creating relevant file to a printer, pre-press studio or other commercial service company. Such copy of the Font Software must be destroyed immediately after printing. In case of any further text modifications the printer/company is required to acquire its own license. You further agree to inform the printer (pre-press or other commercial service company) about the content of this Agreement.
- 3.2 This license DOES NOT PERMIT USE the Font Software embedded in electronic documents (such as WEBSITES, PDF documents or Flash documents, electronic books, interactive software – video game or any other computer application, or motion pictures) for the purposes of their distribution to the general public (or to some subset of the general public) through computer networks (such as INTERNET) or by means of any other public media. If you need a permission to use the Font Software according to this paragraph 3.2 you are required to purchase a special license.

### 4. Liability

- 4.1 The Font Software may be returned or exchanged only if defective and will be replaced only when accompanied by a valid sales receipt within thirty (30) days of purchase.
- 4.2 Radim Peško shall in no event be liable for any direct, indirect, consequential, or incidental damages, including damages from loss of business profits, business interruption, and loss of business information, arising out of the use or inability to use the Font Software.

- 4.3 Under no circumstances shall Radim Peško's liability exceed the substitution or the replacement cost of the Font Software.

## 5. Final Provisions

- 5.1 Any breach of the terms of this Agreement shall cause this license to be automatically terminated. In the event of termination, and without limitation of any remedies, you must immediately return the Font Software to Radim Peško and certify that no copy remains in your possession or control.
- 5.2 Upon termination of the Agreement, you must destroy the original and any and all copies of the Font Software.
- 5.3 This License Agreement is subject to Czech Law. All disputes related to this Agreement shall be settled by the courts of the Czech Republic.
- 5.4 By downloading and/or installing the Font Software, you acknowledge that you have read, understood, and agreed to be bound by the terms and conditions of this License Agreement.

**www.radimpesko.com**  
**Laagte Kadijk 148, 1018 ZD Amsterdam (NL)**

