

## End User License Agreement Jason Walcott/Jukebox Fonts Typeface License Agreement

This agreement ("Agreement") is between Jason Walcott/Jukebox ("Jason Walcott/Jukebox") and end user ("You") and it sets out the terms and conditions by which You may

download and use the Product (as defined hereinafter) from the website located at [www.JukeboxFonts.com](http://www.JukeboxFonts.com) ("Site").

"Product" means all of the information provided by Jason Walcott/Jukebox to You under this Agreement, including but not limited to typeface software, artistic works such as dingbats and clip art, accompanying documentation, together with any modified versions, upgrades and additions to such information.

By downloading the Product:

- (i) You are agreeing to be legally bound by this Agreement;
- (ii) You represent and warrant that You are 18 years of age or older; and
- (iii) You are lawfully able to enter into and perform a legally binding contract.

If You are entering into this Agreement in your capacity as an employee, then You are entering into this Agreement on behalf of Your employer, and the terms and conditions of this Agreement shall apply to You as well as Your employer. The references to "You" herein below shall also include Your employer.

Please print a copy of this Agreement and retain it for Your records.

### 1. GRANT OF LICENSE

#### 1.1 Standard Use

Subject to the terms and conditions herein and conditioned upon Jason Walcott/Jukebox' receipt of the relevant license fee from You in full, Jason Walcott/Jukebox hereby grants to You, a non-exclusive, non-transferable, limited perpetual Standard Use License to:

- (a) install the Product on not more than five (5) computers or such similar electronic devices (including servers and laptops) owned or controlled by You. Additional user devices may be added by purchasing a Special License from Jason Walcott/Jukebox.
  - (b) use the Product in designing and creating static images for use in websites or print, and in single-media and local advertising and promotion (but not as part of a brand or logo), on end products such as printed materials, packaging (if less than 100,000 units), stationery, documents and presentations; in a manner which does not allow interacting with or the editing of the typeface within the end product;
  - (c) use the Product in designing and creating static images for use in commercials (but not as part of a brand or logo) for broadcast on local television (i.e. television not broadcasted nationally or internationally);
  - (d) use the Product in creating static images for use in merchandise (if less than 100,000 units), samples, tests, comps and layouts, except Alphabet Products (as defined herein below);
  - (d) use the Product for Your personal or non-commercial use provided that only static images are being created and in particular, web-embedding is not permitted; and
  - (e) make a reasonable number of copies of the Product for the sole purpose of back-up only. Such back-up copies should only be used to replace the original Product if the original Product becomes defective, is destroyed or is otherwise irretrievable.
  - (f) embed the typeface in a non-editable PDF for the purpose of delivering a design to a service bureau or printer.
- Any other use of the Product not listed in this Section 1.1 is not included in the Standard Use License. Such use is prohibited unless You have obtained a Special Use License as set out in Section 1.2 below.

#### 1.2 Special Use

If You would like to use the Product for any use restricted in Section 1.1 above, please contact Jason Walcott/[www.JukeboxFonts.com](http://www.JukeboxFonts.com).

In particular, a "Special Use License" must be obtained for the following uses:

- (a) install the Product on more than fifty (50) computers or such similar electronic devices (including servers and laptops) owned or controlled by You;
- (b) linking or embedding the Product in software, online or multimedia content such as computer games and web broadcasts.
- (c) incorporating the Product in a device such as (but not limited to) video game consoles, mobile phones or similar communication devices, sewing or embroidery machines;
- (d) use the Product in designing and creating material for multi-media or multi-national advertising and promotional campaigns;
- (e) use the Product in designing and creating static images for use in commercials (but not as part of a brand or logo) for broadcast on national or international television;
- (f) use the Product in designing and creating corporate logos or branding;
- (g) use the Product in designing and creating audio-visual end products, such as television programs, video footages and movies, for broadcast or screening on television, Internet or at movie theaters;
- (h) use the Product to create Alphabet Products (as defined herein below);

(i) use the Product to create any template or application, whether online or not, with the purpose of creating multiple impressions of the subject typeface, including but not limited to: website design templates, presentation templates, electronic greeting card templates, business card and e-business card templates, or any other electronic or printed matter templates;

(j) use the Product to design or create an electronic book or publication.

"Alphabet Products" refers to merchandise, whether for resale or to give away, that is primarily based on or derived from the relevant typeface which allows the end-user to use the typeface to make, create, assemble, print or otherwise leave an impression of letters in the typeface, this includes, but is not limited to, rubber stamps, stickers, rubdown letters, stencils, three-dimensional letters, signage or numbering products, embroidery patterns, or any other product that physically reproduces any or all of the letters in the typeface.

## 2. RESTRICTIONS ON LICENSE

You shall not:

(a) sell, license or sublicense, rent or lease, distribute or otherwise make the Product or any part thereof accessible or available to any other third parties (whether for a fee or not); in particular, You shall not use, make available for use, transfer, license, sell or otherwise distribute a Product in such a manner that a person can extract or access the Product as an electronic file, including posting a Product online in a downloadable format, or posting a Product on any electronic bulletin board.

(b) use a typeface and/or pictorial elements such as dingbats as a copyrighted logo, trademark service mark or part thereof. For example, you cannot copyright a specific glyph or multiple glyphs exactly as they exist from a font when you copyright your logo, trademark or service mark, but you may customize individual glyphs (in outline form only) to be incorporated into a new design with substantive and demonstrable alterations to the glyphs.

(c) alter, modify, disassemble, decompile, unlock, translate or reverse engineer the Product or any part or any component thereof, or copy by programming the functions of the Product or part thereof;

## 3. RIGHTS RESERVED

Each typeface supplier retains all right, title, and interest in and to Product provided by such typeface provider, including all copyrights, patent rights, trademarks, trade secrets, and all other proprietary rights. No rights in any Product are granted except the licenses specified in this Agreement. Any right, title or interest arising in any compilation or derivative work created using the Product will not entitle You to use any Product except as permitted hereunder. You do not acquire any copyright ownership or equivalent rights in or to any Product as a result of any license under this Agreement. You may not make or distribute copies of the Product or accompanying documentation without the express written consent of Jason Walcott/Jukebox.

## 4. CANCELLATIONS/REFUNDS

Once the Product is downloaded, the license is deemed to be final. No cancellation or refunds will be allowed. Product exchange may be permitted only if the Product is defective.

## 5. REPRESENTATIONS AND WARRANTIES

Jason Walcott/Jukebox warrants that (subject to the restrictions and limitations contained in this Agreement, including the limitations set forth in Sections 6 below), (a) Jukebox/ Walcott Design has sufficient rights to enter into this Agreement and grant You the rights provided herein and (b) the Product, as provided hereunder, and when used as permitted in this Agreement, will not infringe any copyright, trademark, moral right, right of privacy or right of publicity, or any other intellectual property right of any third party.

## 6. DISCLAIMER OF WARRANTY

OTHER THAN AS EXPRESSLY PROVIDED IN SECTION 5 ABOVE, THE PRODUCT IS MADE AVAILABLE "AS IS" AND WITHOUT WARRANTY OF ANY KIND AND YOU ASSUME THE ENTIRE RISK AS TO USE OF THE PRODUCT. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 5 ABOVE, TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, Jason Walcott/Jukebox AND ITS TYPEFACE SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT, WITH RESPECT TO THE PRODUCT. Jason Walcott/Jukebox DOES NOT REPRESENT OR WARRANT THAT THE PRODUCT WILL MEET YOUR REQUIREMENTS OR THAT ITS USE WILL BE UNINTERRUPTED OR ERROR FREE. THE ENTIRE RISK AS TO THE QUALITY AND THE PERFORMANCE OF THE PRODUCT IS WITH YOU.

## 7. LIMITATION OF LIABILITY

IN NO EVENT SHALL Jason Walcott/Jukebox BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES FOR ANY BREACH OF ITS OBLIGATIONS OR WARRANTIES, EXPRESS OR IMPLIED RESULTING FROM THIS AGREEMENT (INCLUDING LOSS OF PROFITS OR BUSINESS, LOST OPPORTUNITY OR DAMAGES. Jason Walcott/Jukebox' ENTIRE LIABILITY AND YOUR ENTIRE REMEDY FOR ANY DAMAGES OR LOSS YOU MAY SUFFER FROM ANY CAUSE WHATSOEVER, WHETHER THE ACTION IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE) SHALL BE LIMITED TO THE ACTUAL LICENSE FEE RECEIVED BY Jason Walcott/Jukebox FOR THE LICENSING OF THE PRODUCT. YOU ACKNOWLEDGE THAT THE PRODUCT LICENSE FEE REFLECTS THIS ALLOCATION OF RISK AND THE LIMITATION OF LIABILITY SPECIFIED IN THIS AGREEMENT.

CERTAIN JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, THE LIABILITY OF Jason Walcott/Jukebox WILL BE

LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW OF THE RELEVANT JURISDICTION.

#### 8. TERMINATION

Jason Walcott/Jukebox may terminate Your license to use the Product under this Agreement if You fail to comply or are in violation of any of the terms of this Agreement. Termination will be effective immediately upon written notice to You or as otherwise provided herein. Upon termination, You will immediately discontinue all use of the Product and delete/destroy all copies of the Product in your possession or control.

#### 9. PRIVACY

Your use of the Site and Your information (including Your account information) is subject to Jason Walcott/Jukebox' Privacy Policy.

#### 10. CHOICE OF LAW/JURISDICTION

Any dispute regarding this Agreement will be governed by the laws of the State of California, and the parties agree to accept the exclusive jurisdiction of the courts of the state and federal courts located in the State of California, regardless of conflicts of laws. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly disclaimed. In any dispute between Jason Walcott/Jukebox and you regarding this Agreement where Jukebox/ Walcott Design prevails, Jason Walcott/Jukebox will be entitled to recover its reasonable attorneys' fees, legal expert fees, court costs, and other legal expenses.