



Yellow Design Studio Server License

Yellow Design Studio Font Software for Server Applications End User License Agreement

This Font Software for Server Applications End User License Agreement (the “Agreement”) becomes a binding contract between you and Yellow Design Studio.

You hereby agree to the following:

1. Binding Agreement

You are bound by the Agreement and you acknowledge that all use of the Font Software supplied to you by Yellow Design Studio for the purposes set forth under this Agreement is governed by this Agreement.

2. License Grant

You are hereby granted a non-exclusive, non-assignable, non-transferable license (subject to all of the terms and conditions of this Agreement) to (i) install the Font Software on a Licensed Server or incorporate the Font Software into a product and install the product on the Licensed Server for the purposes set forth in this Section 2, and (ii) to use the Font Software on Development Servers solely for internal development use, (iii) in each case for Internal Use only, (a) to create or allow End Users to create Embedded Documents that are not Commercial Products with Printing and Viewing Rights and Editing Rights, (b) distribute such Embedded Documents to End Users, and (c) grant End Users the right to Use the Font Software to print, view and edit the Embedded Documents. Yellow Design Studio reserves all rights not expressly granted to you in this Agreement.

3. Restrictions on Use

- The maximum number of Licensed Servers onto which the Font Software may be installed may not exceed the number of Licensed Servers selected at the time of purchase.
- You may only install the Font Software on the Licensed Servers and Development Servers and not on any other computer or processing unit.

- You agree that the Font Software (i) shall be incorporated in an Embedded Document in such a manner that it cannot be extracted from the Embedded Document, (ii) will not be usable except with Embedded Document, and (iii) cannot be used or accessed by any unauthorized third party from a Licensed Server, Development Server or otherwise.
- All Use of the Font Software by an End User shall be pursuant to an End User Agreement which restricts the End User's right to Use Font Software to create, modify, or edit a document except on the Licensed Servers as well as prohibits the distribution of an Embedded Document by the End User.
- You agree that you will take no action which will have the direct or indirect effect of causing the Font Software to become Publicly Available Software or otherwise be subject to a Publicly Available Software agreement.

4. Alterations to the Font Software

You may not alter the Font Software for the purpose of adding any functionality that such Font Software did not have when delivered to you by Yellow Design Studio. If the Font Software contains embedding bits that indicate that the Font Software is only authorized for certain purposes, you may not change or alter the embedding bits.

5. Transfer of the Font Software

You may not rent, lease, sublicense, give, lend, or further distribute the Font Software, or any copy thereof. If you are a business or organization, you agree that in case of a reasonable doubt with regard to the proper use of the Font Software within your organization, upon request from Yellow Design Studio or its authorized representative, you will within thirty (30) days fully document and certify that use of any and all Font Software at the time of the request is in conformity with your valid licenses from Yellow Design Studio.

6. Copies

You may not copy the Font Software, except as expressly provided herein. You may make a reasonable number of back-up copies of the Font Software for archival purposes only, and you shall retain exclusive custody and control over such copies. Any copies that you are expressly permitted to make pursuant to the Agreement must contain the same copyright, trademark, and other proprietary notices that appear on or in the Font Software. Upon termination of the Agreement, you must destroy the original and any and all copies of the Font Software.

7. Intellectual and Industrial Property Rights

- You agree that the Font Software is protected by the copyright law and other intellectual and industrial property rights of the United States and its various States, by the copyright law and other intellectual and industrial property rights of other nations, and by international treaties. You agree to treat the Font Software as you would any other copyrighted material.
- You agree that Yellow Design Studio owns all right, title and interest in and to the Font Software, its structure, organization, code, and related files, including all intellectual and industrial property rights therein such as copyright, design and trademarks rights. You agree that the Font Software, its structure, organization, code, and related files are valuable property of Yellow Design Studio and that any intentional or negligent use of the Font Software not expressly permitted by the Agreement constitutes an infringement of intellectual and industrial property rights.
- You agree not to adapt, modify, alter, translate, convert, or otherwise change the Font Software, or to create Derivative Works from the Font Software or any portion thereof. You further agree not to use the Font Software in connection with software and/or hardware which create Derivative Works of such Font Software.
- You agree not to reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code or instructions of the Font Software, provided, however, that if you are located in a European Community member country or any other country which provides rights materially similar to the rights set

forth in this provision, you may reverse engineer or decompile the Font Software only to the extent that sufficient information is not available 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 in a timely manner free of charge by Yellow Design Studio upon written request.)

8. Trademarks

You agree to use trademarks associated with the Font Software according to accepted trademark practice, including identification of the trademark owner's name. Trademarks can only be used to identify printed output produced by the Font Software. The use of any trademark as herein authorized does not give you any rights of ownership in that trademark and all use of any trademark shall inure to the sole benefit of Yellow Design Studio. You may not change any trademark or trade name designation for the Font Software. Nothing contained herein shall be deemed as granting you a license to use any trademark or trade names associated with the Font Software.

9. Limited Warranty

Yellow Design Studio warrants to you that the Font Software will perform substantially in accordance with its documentation for the thirty (30) day period following delivery of the Font Software. To make a warranty claim, you must, within the thirty (30) day warranty period, contact Yellow Design Studio and provide sufficient information regarding your acquisition of the Font Software so as to enable Yellow Design Studio to verify the existence and date of the transaction. The entire, exclusive and cumulative liability and remedy shall be that Yellow Design Studio will use commercially reasonable efforts to cause the Font Software to conform to the documentation as soon as commercially practicable. YELLOW DESIGN STUDIO DOES NOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING THE FONT SOFTWARE. THE FOREGOING STATES THE SOLE AND EXCLUSIVE REMEDIES FOR YELLOW DESIGN STUDIO'S BREACH OF WARRANTY. EXCEPT FOR THE FOREGOING LIMITED WARRANTY, YELLOW DESIGN STUDIO MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. IN NO EVENT WILL YELLOW

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10. Termination

Upon failure by you to comply with the terms of this Agreement, Yellow Design Studio shall be entitled to terminate this Agreement upon notice by regular mail, telefax or email. The termination of the Agreement shall not preclude Yellow Design Studio from suing you for damages of any breach of the Agreement. The Agreement may only be modified in writing signed by an authorized officer of Yellow Design Studio.

11. Definitions

“Commercial Product” means an electronic document or data file created by Use of the Font Software which is offered for distribution to the general public (or to some subset of the general public) for a fee or other consideration or as a result of your business activity.

“Derivative Work” means binary data based upon or derived from Font Software (or any portion of the Font Software) in any form in which such binary data may be recast, transformed, or adapted including, but not limited to, binary data in any format into which Font Software may be converted.

“Development Server” means a server devoted solely to your internal development use and which cannot be accessed directly or indirectly by End Users or third parties.

“Editing Rights” means the right to add to, delete from and make changes in the text of an Embedded Document.

“Embedded Document(s)” means an Internal Use document into which a whole or partial copy of the Licensed Font Software has been incorporated.

“End User” means a person or entity that accesses a Licensed Server or is the recipient of an Embedded Document from you under an End User Agreement.

“End User Agreement” means an agreement binding an End User to minimum terms and conditions that 1) prohibit the transfer of an electronic document created or edited by use of the Font Software from the Licensed Servers in any format that permits or enables the editing of such document by such End User, 2) prohibits the extraction or distribution of the Font Software from the Licensed Server, and 3) notifies the End User of any and all intellectual property rights associated with the Font Software.

“Font Software” means software or instructions which, when used on an appropriate device or devices, generates typeface and typographic designs and ornaments. Font Software shall include all bitmap representations of typeface and typographic designs and ornaments created by or derived from the Font Software. Font Software includes upgrades or updates (each of which may be provided to you by Yellow Design Studio in its sole discretion), related files, permitted modifications, permitted copies, and related documentation.

“Internal Use” means use only in the course of customary and ordinary internal business or personal use.

“Licensed Server” means the servers which are owned by and remain under your sole care, custody and control.

If such Licensed Server is be hosted by an internet service provider (ISP) for your benefit, you shall be responsible for all content on the Licensed Server, as well as access to and security for such content.

“Use” of the Font Software shall occur when an individual is able to give commands (whether by keyboard or otherwise) that are followed by the Font Software, regardless of the location in which the Font Software resides. “Use” of the Font Software shall also occur when the software or instructions are executed.

“Printing and Viewing Rights” means the right to print and view an Embedded Document, but not edit that document.