

IMPORTANT! Please read the contents of this Licensing Agreement carefully before you install Brownfox fonts or software. This agreement defines your rights as a user of the fonts and/or software. If you do not agree to the terms of this Agreement, promptly return the disk package and any other items (including any printed material or other containers) which are part of this product to the place where you obtained them and delete all copies of the product. All rights to distribute enclosed fonts with this EULA belong to the authors mentioned in the copy of the Font (Authors).

LICENSE AGREEMENT

This document is a legal agreement between you, the end user, and Authors. By obtaining and/or installing delivered software, you agree to the terms and conditions set forth in this Agreement.

1. TERMS AND DEFINITIONS

1.1.1.1 "Font Software" (hereinafter "Font"): Any font in any digital format.

1.2 "Application(s)" means a separate and distinct stand-alone Software Product, which may be a Commercial Product, that runs on an Application Platform and is made available by you to End Users or by you to a distributor who then makes such Application available to End Users.

1.3 "Application Platform" means a hardware device that utilizes an operating system and which runs an Application that is authorized for download solely for the Application Platform.

1.4 "Commercial Product" means a product in which the Font Software has been embedded and 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.

1.5 "Distributions" means the number of units downloaded or installs of the Application that embeds the Font Software.

1.6 "End User(s)" means the individual or entity which downloads an Application to run on an Application Platform.

2. GRANT OF LICENSE AND RESTRICTIONS

2.1 Font Usage

You are hereby granted a non-exclusive, non-assignable, non-transferable license (subject to all of the terms and conditions of the Agreement) to (a) embed the Font Software into Application, in a secure manner which does not allow an End User to access to the Font Software outside of the Application; and (b) distribute worldwide (subject to the export restrictions set forth in Section 9 of the Terms and Conditions) such Application to End Users. Authors reserves all rights not expressly granted to you in this Agreement.

2.2 Restrictions on Use

The maximum number of distinct Applications into which the Font Software may be embedded may not exceed the number of Applications you indicated at www.brownfox.org when licensing the Font Software. You may not embed the Font Software in any Application that allows the generation of output such as PDFs,

word processing documents, spreadsheets, labeled photos, static images, scalable images, advertisements or other documents or data files, in any Application that is a server component in a client/server architecture.

The Font Software may only be embedded in an Application where the Font Software does not represent a substantial component of, and does not represent the primary value or the functionality of the Application into which it will be embedded.

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.

2.3 Backup copying

You may make one copy of the Font for archival purposes.

2.4 Transfer to third parties

You may not install and use the purchased Font on computers that belong to other persons or companies. Except as expressly provided herein, you may not give, rent, lease or make available the Font or parts of it to third parties. You may provide the font to a printer or other service bureau that is working on your behalf for a restricted time only if you get Additional License.

2.5 Distribution

You may not distribute the Font or any part of the Font in a commercial or non-commercial manner, either as a standalone product, or bundled with other software or hardware. You must provide necessary protection against unauthorized access to the Font.

2.6 Modifications

You may not modify, adapt, translate, reverse engineer, decompile, disassemble, alter, or attempt to discover the source code of the Font. Any such use requires Additional License. Any derivative fonts created under such Additional License will be completely owned by Authors. You may use them in accordance with the restrictions indicated in current Agreement. You may not distribute fonts, letters and other characters developed by you without a special Distribution Agreement signed by authorized representatives of Authors.

3. TERMINATION

This Agreement is valid in all territories and has no expiration date. However, this Agreement will terminate automatically if you fail to comply with any provision contained herein. In this case you must stop using the Font and destroy all copies of the Font.

4. DISCLAIMER

THE FONT SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF COPYRIGHT, PATENT, TRADEMARK, OR OTHER RIGHT. IN NO EVENT SHALL AUTHORS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, INCLUDING ANY GENERAL, SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF THE USE OR INABILITY TO USE THE FONT SOFTWARE OR FROM OTHER DEALINGS IN THE FONT SOFTWARE.