

Berthold End User License Agreement

Berthold

Serial Number _____

Permitted Number of Licensed Computers

- ___ FONT SOFTWARE for use on up to 5 computers in conjunction with 1 output device at a single, physical location
- ___ FONT SOFTWARE for use on up to ___ computers in conjunction with ___ output devices at a single, physical location
(ratio of 5:1 computers to output devices)

This is a contract between you and Berthold Direct Corp. This is not a contract for sale of font software, but a license to use font software subject to the terms and conditions of the Agreement. Please read the terms carefully. You, on behalf of your employer or personally, agree as follows:

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Limited License. Upon payment of the nonrefundable license fee, Berthold grants you a nonexclusive, nontransferable, limited right to use the Font Software for personal or internal business use by you on the permitted number of Licensed Computers at a single, physical location designated by you (the "Licensed Location"). The term "use" means to install and access the Font Software, and give commands (by keyboard or otherwise) followed by the Font Software.

The permitted number of Licensed Computers is 5 unless you have obtained a license for additional Licensed Computers (available in increments of 5). For each 5 Licensed Computers, you may also download the Font Software to the memory (hard disk or RAM) of 1 output device connected to 1 Licensed Computer for the purpose of having the Font Software remain resident in the output device.

However, if you license the Berthold Exklusiv Collection or the Adobe Berthold Exklusiv Collection, the permitted number of Licensed Computers is 20 unless you have obtained a license for additional Licensed Computers (available in increments of 10). For each 20 Licensed Computers, you may download the Font Software to the memory (hard disk or RAM) of 2 output devices connected to 2 Licensed Computers for the purpose of having the Font Software remain resident in the output devices.

Portable computers may be included within the number of permitted Licensed Computers provided that such portable computers are primarily used at the Licensed Location.

You may install the Font Software on a file server for use on a local area network located at the Licensed Location, provided that use of the Font Software is limited to those computers that are the Licensed Computers. For the avoidance of doubt, each computer that will access the Font Software on the network must be a Licensed Computer located at the Licensed Location. You may not install the Font Software on a file server that can be accessed via the Internet or other external network system by computers and printers not located at the Licensed Location.

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You may embed the Font Software into electronic documents for use on computers that are NOT Licensed Computers, subject to the following restrictions: (a) the electronic documents are distributed in a secure format that allows only printing and viewing, and prohibits editing, selecting, enhancing or modifying the text; and (b) the electronic documents are for personal or internal business use. If you are unable to limit access to the document to "view and print" only, then the electronic document may not be used on computers that are NOT Licensed Computers.

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- (3) You may not create additional characters, accents, symbols or typeface weights (e.g. italics, extrabold, etc.) from the Font Software or any portion of it.

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- (2) You may not use the Font Software on more than the permitted number of Licensed Computers.
- (3) You may not use the Font Software at more than one physical location.
- (4) You may not change the name of the Font Software.
- (5) You may not embed the Font Software into your hardware, software, other products, or web pages.
- (6) You may not embed the Font Software into editable documents for use on computers that are not Licensed Computers.
- (7) You may not convert the Font Software into other formats (e.g. OpenType) or translate the Font Software into other platforms (e.g. UNIX).

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This Agreement represents the entire agreement between you and Berthold in connection with its subject matter. This Agreement supersedes any other "Berthold End User License Agreement" which may be included with the Font Software or previously displayed on this web site, and/or any prior agreements between you and Berthold in connection with its subject matter. This Agreement may only be modified by Berthold in a writing that expressly states that such writing is intended to modify this Agreement.

Contacting Berthold. Berthold Direct Corp. is an Illinois corporation with a mailing address of 47 W. Polk St. #100-175, Chicago, Illinois 60605, U.S.A. All support requests, completed registrations and other inquiries should be sent via e-mail to registration@bertholdtypes.com.