

LANSTON TYPE LIBRARY

End User License

Lanston Type Company / Gerald Giampa
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Definitions

Lanston Font Software includes borders, ornaments, rules, initials or other typographical elements and all related materials or any parts thereof. For the purposes of this agreement the Lanston Type Company may be referred to as either the **Lanston Type Company / Gerald Giampa and his interests**. The purchaser is the "End User Licensee", or "Licensee", or "You".

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Lanston reserves all rights to intellectual property contained within. Rights written, common law rights, unwritten and the possible evolution of future rights yet to be invented and/or rights for uses in yet to be invented technologies are all reserved by the **Lanston Type Company / Gerald Giampa and his interests**. As a consequence this license is subject to revisions and can be automatically updated taking affect on previously purchased font software 30 days after a revised posting which, at this time, can be found at www.lanstontype.com. New purchases are immediately subjected to these terms.

Upon purchase Lanston grants you (The Licensee) a non-exclusive license to use the font software within the terms, conditions and restrictions of this agreement.

1 Installation Restrictions

You may install the font(s) on up to five (5) CPU's. If it is your intention to use the font(s) on a network you can install and use the font(s) on a single file server for use on a single local area network, either for:

(a) Permanent installation onto a hard disk or other storage device of up to five (5) CPU's;

OR

(b) Use of the font(s) over a local area network is permitted provided the font(s) are not used on more than five (5) CPU's.

2 Back Up of Copies

The licensee is permitted to make backup copies of the font(s), provided the backup copies are not

installed or used on any computer.

3 Service Bureau, Publisher, Printer

The licensee is permitted to take a copy of the font(s) used in a particular file to a commercial printer, publisher or service bureau, if the commercial printer, publisher or service bureau have purchased a license to use that particular font(s) software. (READ EXEMPTION (4))

4 Securely Embedded Fonts

Lanston fonts may be encapsulated within a document and shipped freely to other users as long as the “font security is enabled and embedded in the document”. If there is a font subsets function in the application that function must be used for added protection. (READ EXEMPTION (a))

(a) EXEMPTION: If Lanston Fonts are to be embedded within “internal documents” on a licensed site permission is granted to “allow modification to documents” as long as it falls within the limits of the license granted for the “number of computers”.

(b) EXTENDED EXEMPTIONS can be obtained if given permission from Lanston Type Company / Gerald Giampa and his interests. Contact Lanston Type Company at license@lanstontype.com.

5 Terms for Extension to a Web Site License

In exchange for this extension of the font license Lanston Type Company must be identified in the Web Site as the trademark owner.

Lanston Font(s) may be used on a Web Site with the following conditions and that all other conditions still apply.

(a) The Web site must make mention that Lanston Type Company / Gerald Giampa and his interests are the owner’s of the copyright and the trademark. Lanston font(s) are to be named by their correct trademark name so as not to be confused with others in use.

(b) Lanston Fonts used on a Web Site are still subject to the terms of this agreement.

(c) The nature of the Web is harder to police than other uses. For that reason Lanston permits using its fonts on Web Sites as long as they are used in a graphic such as GIF or JPEG files. This use is limited to subsets such as seen in headlines or for e.g. logos but “not to be used with more than a 30% character set showing of the font(s)”. Distribution of Lanston font software in graphics must name Lanston Type Company / Gerald Giampa and his interests as the owner of the copyright of the Lanston font software used to create the graphic in the Web Site. Lanston Fonts including those in non-font formats must not be used for distribution of graphics such as “Clip Art, e.g. ornaments or initials”. Such use would

require additional licensing arrangements and possibly a royalty agreement.

AND / OR

(d) Lanston font(s) are permitted to be used on the Web but must be securely embedded and protected by “quality font security protection software for the Web”. At the time of writing we are aware of two web font software protection programs, Bitstream® and Microsoft® and we have been told that Netscape® offers similar software solutions. From earlier reviews we are led to believe that Bitstream®’s “WebFont Maker®” offers the best protection. We are able to provide that software to the customer. We require that the Web Site administrator, designer or whomever is responsible for their use send to Lanston the Web Site address so Lanston may review font security from time to time. Contact license@LanstonType.com

6 Improper Hosting of Font Software on Servers

It is illegal to improperly host Lanston font software on Servers including Web Servers. Proper security measures are required. It is illegal for employees to download Lanston font software onto their own home or portable computers without following the license contract. It is illegal to download personal Lanston font software onto institutional or commercial computer systems without following the license contract.

7 Improper Hosting of Font Software Web Servers

It is illegal to improperly host Lanston font software on Web Servers. The licensee must embed the font, “FONT SUBSETS ONLY WHENEVER POSSIBLE” securely and as “READ ONLY” documents unless a special license is issued by Lanston.

8 Custom Font Conversion

Custom conversion of the Lanston font software to other formats permitted but still subject to the end user license agreement and therefore must comply with the license and the permitted number of computers. For example if Lanston font(s) are converted from Macintosh to be installed on PC’s then the total computer installations must not exceed the agreement. Custom converted Lanston font software is permitted for business or personal use but is not permitted to be distributed or transferred for any purpose other than the balance of this agreement. The converted font(s) will not entitle the user to claim any form of ownership to the Lanston font(s) software or copyright, trademarks or any ancillary rights. All rights are retained by the Lanston Type Company / Gerald Giampa and his interests.

9 Office, Portable, or Home Computer

We are prepared to accept that a business user may have Lanston font(s) installed on his or her office computer and also installed on a portable computer and/or home computer. This is permitted as long as Lanston font software is not used simultaneously on all computers.

10 Other Licensing Arrangements Available

Other Licensing programs are available for corporate, educational, government and volume purchases. Custom licenses can be tailor designed for projects. For information contact your supplier or visit the Lanston Web Site at www.LanstonType.com or write to license@lanstontype.com.

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12 Lend, Rent, Lease etc.

You are not permitted to lend, rent, lease, time-share or sublicense Lanston font(s) software. To sell your license and/or transfer your font(s) software you must follow the procedure. (SEE (13)).

13 Transfer

You may transfer all your rights to use Lanston font(s) software to another person or legal entity. However this agreement must also be transferred and will apply to the new licensee(s), Lanston font(s) software, backup copies, updates, prior versions and all copies of font software converted into other formats, including all documentation to such person or legal entity. You must not retain any copies, including copies stored on a computer for this transfer to be legal.

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This warranty does not apply to font software converted into other formats. To make a warranty claim, you must return the Software to the location where you obtained it along with a copy of your sales receipt within a thirty (30) day period. If the Software does not perform substantially in accordance with the Documentation, the entire and exclusive liability and remedy shall be limited to either, at Lanston’s option, the replacement of the Software or the refund of the license fee you paid for the Software.

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If any breach of this agreement is made by the licensee the font(s) license is terminated immediately at the date of breach. Remedies by Lanston will incur from the date onward including but not limited to all actual legal and related costs. Interest will be charged on legal cost and for damages relating to the breach and will be calculated from that date at 2% per cent per month or 24% or the 'affective interest rate calculation' as allowable countries such as Canada.

15 Governing Jurisdiction of Law & General Provisions

THIS AGREEMENT will be governed by the laws of the Canada unless another jurisdiction is chosen by Lanston Type Company / Gerald Giampa and his interests and his interests. This Contractual License Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.