



Wood Type Revival (Bearded, LP) Font Software License Agreement

Please read this agreement carefully! By installing Bearded, LP Font Software, you are agreeing to abide by the terms of this license.

Bearded, LP is the sole and exclusive holder of rights to the Wood Type Revival fonts. Bearded, LP is willing to grant such a license to Licensee, and both Bearded, LP and Licensee have agreed to the terms and conditions under which Licensee shall acquire such license.

The parties, each intending to be legally bound hereby, do promise and agree as follows:

1. The terms of this Agreement are contractual in nature and are not mere recitations.

2. Each Bearded, LP font is licensed for use on up to 10 rasterizing devices owned by the same entity or individual. A device may be, but is not limited to, a printer, rasterizer, video display terminal, CPU, workstation or any device in which the font software is rasterized or display of a Bearded, LP font is generated from font software outlines. If your configuration exceeds this format, you must call Bearded, LP at 412.376.7273 to expand your site license.

3. A multi-device site license upgrade must be purchased for multiple device use which exceeds the above limit of 10 devices according to the multi-device license schedule listed in Paragraph 15 of this license.

4. The licensee has no right to, and shall refrain from, granting sublicenses under this License Agreement to any third-party. If licensee is an advertising agency, acting on behalf of an advertising agency or otherwise acting in a similar capacity or for the benefit of a third party, the purchase of a license for your client is required and, depending upon the scope of the intended use, a further license upgrade and/or the purchase of a special license may be required.

5. Bearded, LP font software may not be copied or duplicated in any form except for a single copy to be used solely for backup purposes. Bearded, LP font software or documentation may not be resold, rented, leased, sublicensed or lent to another person or entity.

6. Bearded, LP font software may not be returned or exchanged except as provided in the Online Store Agreement, which allows for a replacement within 7 days in the event there is an error with downloading or unzipping software.

7. Any software, electronic file, illustration, or anything derived from the Bearded, LP font software must be used according to these original licensing terms. This means, for example, that any modified Bearded, LP font, or any outline information derived from any Bearded, LP font is still licensed for the same number of devices as the original and may not be sublicensed, given away, or sold without written permission from Bearded, LP.

8. Bearded, LP is responsible for technical support of its officially distributed fonts only. Bearded, LP is not responsible for support of modified and/or regenerated software.

9. A special license is required to use the Bearded, LP font software in logo design, with or in electronic books or games, goods for sale, retail packaging, signage or alphabet products such as scrapbook products or software, adhesive or rub on lettering, game playing or gaming devices irrespective of whether the Font Software itself is embedded into the device or if it is merely the designs of the Fonts embodied in the Font Software that are displayed.

Continued on next page.

10. This license does not permit any form of embedding or encrypting of Bearded, LP font software in digital documents or any other form. If embedding of Bearded, LP fonts is desired, the user must purchase an additional license from Bearded, LP based upon projected usage. If an embedding license is desired, licensee must represent and warrant that licensee's encryption of the embedded Bearded, LP font software is secure enough to prevent access or use by anyone using the software in which the font data is embedded.

11. The user of this Bearded, LP font software agrees to credit Bearded, LP as the trademark and copyright owner of the Bearded, LP fonts and list the font names, wherever and whenever design, production, or any other credits are shown.

12. Any violation by licensee of this agreement shall cause this license to be terminated. In the event of termination, and without limiting any potential remedies, you must immediately delete the Font Software to Bearded, LP and certify that no copies remain in your possession or exist on the originally licensed site.

13. Bearded, LP makes no warranties express or implied as to merchantability, fitness for a particular purpose, or otherwise. Without limiting the aforementioned, Bearded, LP shall in no event be liable for any direct, indirect, consequential, or incidental damages, including damages from loss of business profits, business interruption, and loss of business information, arising out of the use or inability to use this product. ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE ARE SPECIFICALLY EXCLUDED AND DISCLAIMED. Some states do not permit the exclusion of implied warranties, and you may have other rights which may vary from state to state. BEARDED, LP AND ITS SUBSIDIARIES AND AFFILIATES SHALL NOT BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY GENERAL, SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR OTHER DAMAGES ARISING OUT OF THE USE OF THE FONT SOFTWARE. Some jurisdictions do not allow the exclusions of limitations related to purchases by consumers. To the greatest extent permitted by law, any implied warranties or exclusions not effectively excluded by this License are limited to ninety (90) days.

14. Bearded, LP reserves the right to decline to license Bearded, LP Font Software to any Licensee at Bearded, LP's sole discretion. At the sole discretion of Bearded, LP, Bearded, LP Font Software may be discontinued or be replaced with an alternative at any time without prior notice and any rights granted to use Bearded, LP Font Software may be revoked, and you, your employer and/or your client (if applicable), agree not to refrain from using Bearded, LP Font Software in the event of such revocation.

15. Multi -Device License Upgrade Schedule

The basic Bearded, LP software license permits the use of the Font Software on a maximum of ten (10) rasterizing devices owned by the same entity or individual. Device upgrades are sold in blocks of ten. If you require licenses for more than ten devices, simply purchase the appropriate quantity on the Wood Type Revival website.

16. This Agreement constitutes the entire understanding of the parties, and revokes and supersedes all prior agreements between the parties and is intended as a final expression of their Agreement. It shall not be modified or amended except in writing signed by the parties hereto and specifically referring to this Agreement. This Agreement shall take precedence over any other documents that may be in conflict therewith.