



## END USER LICENCE AGREEMENT (EULA)

Downloading fonts software from EK TYPE signifies your assent to the below terms and conditions.

### 1. LICENSE

The Fonts have been licensed by Ek Type to the Authorised User for its use. The license includes the right to install and use the Fonts on one portable device i.e. laptop / notebook or on one workstation / PC at a single location. These machines are permitted to be connected to various output devices such as printers, film recorders etc. Downloading of the Fonts to the memory of an output device is permitted on a temporary basis. In the event more than a single user wishes to use the Fonts, a multiple user license can be purchased from Ek Type.

### 2. INTELLECTUAL PROPERTY RIGHTS

Ek Type shall remain the worldwide, sole and exclusive owner of all the intellectual property rights, title and interest in the Font in perpetuity. Ek Type is the sole, exclusive distributor of the font. The Authorised User shall only have a non-exclusive right to use the Font. Ek Type shall be the sole and exclusive owner of its copyright, trademarks, tradenames, brand, logo, creative, designs and all other intellectual property associated with the Font.

### 3. OWNERSHIP OF WORK PRODUCT

The designer / user shall be the owners of the intellectual property rights of the designs/artworks created by using the Font for any purpose whatsoever.

### 4. MODIFICATIONS

The Authorised User shall not himself and/or permit any third party / person / entity to copy, adapt, modify, enhance, disassemble, decompile, edit, correct, morph, destroy, tamper, mutilate, add any functionality or alter in any manner, the Font which would result in the development of a completely new font than the Font delivered to the Authorised User.

### 5. ASSIGNMENT

Selling, leasing, renting, sub-licensing, lending or dealing with the Font in any manner shall not be permitted for personal or business purposes.

### 6. THIRD PARTY USE

In the event the Font is required to be used by branding agencies, clients and/or any third party/ person/ entity engaged in the development of any content for the Authorised User, they shall have to obtain a separate license from Ek Type to use the Font.

### 7. EMBEDDING

The Authorised User shall be permitted to embed the Font in digital formats, images etc. for use PDF, Flash and / or other digital formats only in a secured, read-only mode and shall ensure that extraction of the Font from such documents is disabled. If the Font has to be embedded in an e-book, mobile application or web hosting, then the user shall have to obtain a separate license from Ek Type.

### 8. TERMINATION

Any breach of the terms and conditions of this Agreement shall be considered a valid cause for the termination of this Agreement. On termination, the Authorised User shall immediately return all copies of the Font to Ek Type and submit an undertaking that it has no more copies in its possession.

### 9. WARRANTIES

Ek Type makes no warranties, express or implied for the compatibility or suitability of the Font for any purpose whatsoever and shall not be responsible for any direct, indirect, consequential or incidental damages, including damages arising from loss of profits arising out of the inability to use the Font for a particular purpose and Ek Type shall under no circumstances offer any refund for the Font purchased. The fonts have been developed to be compliant with Unicode standards. Ek type does not provide any warranties regarding the use of the font in any software, which does not support Unicode.

### 10. GOVERNING LAW

This Agreement (and any dispute or claim relating to it, its enforceability or its termination) is to be governed by and construed in accordance with the laws of India. The competent Courts/Tribunals at Mumbai shall have the exclusive jurisdiction over any disputes relating to the subject matter of this Agreement.

• Please note that all the terms and conditions of this Agreement are equally applicable to all the users whether single users under a single user license or multiple users under a multiple user license.