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Dalton Maag Trial Licence Agreement

This document contains capitalized terms which are defined in Section 03.

This Font Software Licence Agreement ('Agreement') becomes a binding contract between you and Dalton Maag when you commence a Font Software download, extract the Font Software from an archive, open the packaging of physical media containing the Font Software, or when you accept this Agreement by other means (e.g. by confirmation email).

If you do not wish to be bound by this Agreement, you cannot download, access, install, or Use the Font Software. Please read the entirety of this Agreement before agreeing to be bound by its terms

01 General Terms

You hereby agree to the following:

Binding Agreement

You are bound by this Agreement and acknowledge that all Use of the Trial Font Software supplied by Dalton Maag is governed by this Agreement.

Licence Grant

You are hereby granted a licence to access the Trial Font Software subject to all of the terms of this Agreement. This licence is non-exclusive, non-assignable, and non-transferable.

Copyright

You agree that the typeface design, Trial Font Software, code, and related files are protected by the copyright, design, and other intellectual property laws of England and Wales, by the copyright and design laws of other nations, and by international treaties.

You may not copy the Trial Font Software, except as expressly permitted by this Agreement. You agree not to adapt, modify, alter, translate, convert, create derivative works, or otherwise change any part of the Trial Font Software.

You may make modifications to the output of the Trial Font Software as it appears in artwork that you are permitted to make under this Agreement (e.g. speculative artwork for a logotype), provided that such artwork is not usable as Font Software.



Trademarks

If you refer to a trademark associated with the Trial Font Software you must ensure it is only in reference to output produced by the Trial Font Software. Referring to a trademark does not give you any ownership rights for that trademark. You may not change any trademark or trade name designation for the Trial Font Software.

Limited Warranty

Dalton Maag makes no warranty that this Trial Font Software is suitable for any specific purpose.

Termination

This Agreement shall automatically terminate upon failure by you (or any authorized person or member of your immediate household to whom you have given permission to Use the Trial Font Software) to comply with its terms. The termination of this Agreement shall not preclude Dalton Maag from taking legal action for any breach of this Agreement.

Enforcement and Variation

If you are a company or organization, you agree that upon request from Dalton Maag you will within thirty (30) days fully document and certify that all Use of Dalton Maag Trial Font Software at the time of the request conforms with this Agreement.

This Agreement may only be varied or modified by an authorized officer of Dalton Maag.

In the event that any term of this Agreement is unenforceable or invalid, this Agreement shall not be rendered unenforceable or invalid as a whole. Any such provision shall be changed and interpreted to best accomplish the objectives of such an unenforceable or invalid provision within the limits of applicable law.

Governing Law

This Agreement is governed by the laws of England and Wales.

72 Terms of the Free Trial

You hereby agree to the following:

02.01 'Trial' Licence

You:

- may install the Trial Font Software on up to five (5) Devices which are under the exclusive control of you or your Users.
- must ensure that there are never more than five (5) simultaneous Users of Devices on which the Trial Font Software is installed.
- may Use the Trial Font Software to create any number of documents, pieces of artwork, presentations, or other such works for academic, speculative, or pitching purposes only.



- may make modifications to the output of the Trial Font Software as it appears in artwork, provided that such artwork is not usable as Font Software.
- must not sell, duplicate, publish, distribute, broadcast, or perform any work created using the Trial Font Software.
- may only exhibit work created using the Trial Font Software as part of a formal academic exhibition.
- must not transfer ownership of a Device on which the Trial Font Software is installed.

03 Definitions

'Dalton Maag' means Dalton Maag Ltd, its successors, its parent and affiliated corporations, its authorized distributors, and any third party which has licensed to Dalton Maag any or all of the components of the Font Software supplied to you.

'Device' means a hardware, firmware, or virtualized hardware component to which an individual is able to give commands (whether by keyboard or otherwise), regardless of the locations of the individual, the Device, or the Font Software.

'Font Software' means the software supplied by Dalton Maag which, when Used with an appropriate Device, generates typeface and typographic designs and ornaments. Font Software includes all subsets or transformations derived from the Font Software. Font Software includes upgrades, updates, related files, copies, and related documentation.

'Use' of Font Software occurs when an individual is able to give commands (whether by keyboard or otherwise) to a Device on which the Font Software is installed, regardless of the locations of the individual, the Device, or the Font Software.

'User' means an individual who is a member of your immediate household, your authorized employee, or your authorized agent who gives commands (whether by keyboard or otherwise) to a Device on which the Font Software is installed, regardless of the locations of the individual, the Device, or the Font Software.

'Trial Font Software' means Font Software in OpenType format labelled by Dalton Maag as 'trial fonts'.

04 Further Information

Any licensing enquiries should be sent to licensing@daltonmaag.com.

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