

To downloaders
of
Aller Fonts

DANISHXXXXXXXXXXXXXXXXXXXXX
SCHOOLXOFXXXXXXXXXXXXX
MEDIAXXXXXXXXXXXXXXXXXXXXXX
ANDXJOURNALISMXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXXX

End user license agreement

Dalton Maag Ltd
End User Licence Agreement (EULA)
We recommend that you print this End User Licence Agreement
for further reference.

This Dalton Maag Ltd End User Licence Agreement (the "EULA") becomes a binding contract between you and Dalton Maag Ltd when you commence a Font Software download from our website, or if you are acquiring Font Software on a permanent medium, when you open the package in which the software is contained. If you do not wish to be bound by the EULA, you cannot access, use or download the Font Software. Please read all of the EULA before you agree to be bound by its terms and conditions.

The Font Software is for exclusive use by DSMJ until 1 September 2010 after which Dalton Maag may commercially exploit the Font Software. After this time DSMJ may no longer distribute the Font Software but is entitled to use the Font Software in perpetuity within the terms and conditions of the EULA.

You hereby agree to the following:

1 You are bound by the EULA and you acknowledge that all Use (as defined herein) of the Font Software (as defined herein) supplied to you by Dalton Maag is governed by the EULA.

2 "Dalton Maag" as used herein shall mean collectively Dalton Maag Ltd, its successors and assignees, its parent and affiliated corporations, its authorised distributors, and any third party which has licensed to Dalton Maag any or all of the components of the Font Software supplied to you pursuant to the EULA.

3 "DSMJ" as used herein shall mean collectively Danish School of Media and Journalism, its successors and assignees, its parent and affiliated corporations, its authorised distributors, and any authorised third party. The Font Software is licensed to the Danish School of Media and Journalism, Mediehøjskolen, 72 Emdrupvej, 2400 Copenhagen NV, Denmark

4 "Font Software" as used herein shall mean software which, when used on an appropriate device or devices, generates typeface and typographic designs and ornaments. Font Software shall include all bitmap representations of typeface and typographic designs and ornaments created by or derived from the Font Software. Font Software includes upgrades, updates, related files, permitted modifications, permitted copies, and related documentation.

The Font Software is defined as AllerDisplay.ttf, Aller_Lt.ttf, Aller_Ltlt.ttf, Aller_Rg.ttf, Aller_It.ttf, Aller_Bd.ttf, Aller_Bdlt.ttf.

5 "Licensed Unit" as used herein shall mean up to 25 concurrent users at any location.

6 "Use" of the Font Software shall occur when an individual is able to give commands (whether by keyboard or otherwise) that are followed by the Font Software, regardless of the location in which the Font Software resides.

7 "Derivative Work" shall mean binary data based upon or derived from Font Software (or any portion of Font Software) in any form in which such binary data may be recast, transformed, or adapted including, but not limited to, binary data in any format into which Font Software may be converted.

8 "Business Use" shall mean Use of the Font Software for any purpose and shall not mean any distribution whatsoever of the Font Software or any component or Derivative Work thereof. "Business Use" shall not include any Use of the Font Software by persons that are not authorised employees and students, or your authorised agents. All such employees, students and agents shall be notified by you as to the terms and conditions of the EULA and shall agree to be bound by it before they can have Use of the Font Software.

9 "Workstation" as used herein shall mean a component in which an individual is able to give commands (whether by keyboard or otherwise) that are followed by the Font Software, regardless of the location in which the Font Software resides.

10 You are hereby granted an exclusive, non-assignable, non-transferable (except as expressly permitted herein) licence to access the Font Software only in a Licensed Unit, only for your Business Use, and only subject to all of the terms and conditions of the EULA. You have no rights to the Font Software other than as expressly set forth in the EULA. You agree that Dalton Maag owns all right, title and interest in and to the Font Software, its structure, organisation, code, and related files, including all property rights therein such as copyright, design and trademark rights. You agree that the Font Software, its structure, organisation, code, and related files are valuable property of Dalton Maag and that any intentional Use of the Font Software not expressly permitted by the EULA constitutes a theft of valuable property. All rights not expressly granted in the EULA are expressly reserved to Dalton Maag.

11 You may not alter Font Software for the purpose of adding any functionality which such Font Software did not have when delivered to you by Dalton Maag. If the Font Software contains embedding bits that limit the capabilities of the Font Software, you may not change or alter the embedding bits. Font Software may be used to create or distribute any electronic document in which the Font Software, or any part thereof, is embedded in a format that permits editing, alterations, enhancements, or modifications by the recipient of such document.

12 You may take a digitized copy of the Font Software used for a particular document, or Font Software embedded in an electronic document, to a commercial printer or service bureau for use by the printer or service in printing such document.

13 You acknowledge that the typeface design and Font Software 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 agree to treat the Font Software as you would any other copyrighted material, such as a book. You may not copy the Font Software, except as expressly provided herein. Any copies that you are expressly permitted to make pursuant to the EULA must contain the same copyright, trademark, and other proprietary notices that appear on or in the Font Software. You are not permitted to produce a Derivative Work of this Font Software, and are not permitted to reverse engineer the Font Software in order to produce a compatible software product. You agree to use trademarks associated with the Font Software according to accepted trademark practice, including identification of the trademark owner's name. Trademarks can only be used to identify printed output produced by the Font Software. The use of any trademark as herein authorised does not give you any rights of ownership in that trademark and all use of any trademark shall inure to the sole benefit of Dalton Maag. You may not change any trademark or trade name designation for the Font Software.

14 You may not rent, lease, sublicense, give, lend, or further distribute the Font Software, or any copy thereof, except as expressly provided herein. You may transfer all your rights to use the Font Software to another person or legal entity provided that the transferee accepts and agrees to be bound by all the terms and conditions of the EULA and you destroy all copies of the Font Software, including all copies stored in the memory of a hardware device.

15 You may make back-up copies of Font Software for archival purposes only, and you shall retain exclusive custody and control over such copy. Upon termination of the EULA, you must destroy the original and any and all copies of the Font Software.

16 Dalton Maag makes no warranty, express or implied, that this Font Software is suitable for any specific purpose. Once Font Software has been downloaded online or security seals broken on physical packaging, the software cannot be returned.

17 This EULA will be governed by the laws of England and Wales. For the purposes of the Sale of Goods Act 1979, Supply of Goods and Services Act 1982, and the Consumer Protection (Distance Selling) Regulations 2000, Font Software is classified as computer software.

18 The EULA shall automatically terminate upon failure by you (or any authorised person or member of your immediate household to whom you have given permission to Use the Font Software) to comply with its terms. The termination of the EULA shall not preclude Dalton Maag from suing you for damages of any breach of the EULA. The EULA may only be modified in writing signed by an authorised officer of Dalton Maag.

19 You have the rights expressly set forth in the EULA and no other. All rights in and to the Font Software, including unpublished rights, are reserved under the copyright laws of England and Wales and other jurisdictions. All rights reserved. The EULA may be enforced by Dalton Maag or by an authorised dealer acting on behalf of Dalton Maag.

All trademarks are the property of their respective owners.

Dalton Maag's mailing address is:

Dalton Maag Ltd
Unit M2
245a Coldharbour Lane
London
SW9 8RR
UK

Dalton Maag's registered office is:

Mutfords
Hare Street
Buntingford
Hertfordshire
SG9 0ED
UK

All enquiries may be sent via email to info@daltonmaag.com

Dalton Maag's website is located at www.daltonmaag.com