

WEBFONT LICENSE AGREEMENT

The Terms of this End User Licence Agreement (Agreement) will apply between ArabicTypography.com (AT) and You (You) if you purchase a licence or licences to use AT's Font Software (Webfonts).

When you purchase a Webfont, you are purchasing the right to use that Webfont under a particular set of conditions. These conditions range from, for example, how many domains the font can be used on to whether it can be embedded in digital applications. It is important to read and understand this Agreement because it defines your rights, the acceptable uses of our Webfonts, and the rights AT reserves. If you believe your usage or need is not addressed, or if you are unsure of the meaning of any term or condition, please ask us before making a purchase.

AT agrees to grant You a licence or licences to use the Webfonts on the terms of this Agreement and provided that You comply with these terms. This licence is not exclusive to You, may not be transferred by You, and can be revoked by AT.

You agree that AT owns all rights, including (without limitation) intellectual property rights, and title in and to the Webfonts and all trademarks, registered and unregistered which are used in or in relation to the Webfonts.

1. Definitions

1a. "AT" is ArabicTypography.com, a trading brand of Tarek Atrissi Design S.L.

1b. The user, "You", "Your" and the "End User" are understood as the licensee of the Webfonts and the party that owns the domain of a website using or planning to use AT Webfonts. It is understood that you also control the content of the licensed websites. An end user cannot be a distributor, reseller, dealer, sub-licensee, original equipment manufacturer ("OEM"), server administrator, or other wholesale buyer of software, etc. AT Webfonts and software products may not be distributed and/or sold to third parties without AT's prior written consent.

1c. A “Webfont” is type face font software that has been created, optimised, translated or otherwise specially modified for use on the Internet for styling or viewing text on a website.

1d. The “domain” is the host name of a website’s home page. The domain may be comprised of one unique second-level domain name (as in “example” of <http://www.example.com>), multiple top-level domains (as in .com, .org, .fr, etc.), and multiple sub-domains (as in “shop” of shop.example.com, or “blog” of blog.example.com, etc.). Under this license you must own the domain and control the content of the licensed websites.

1e. A “website” is defined as a collection of related web pages organised under a single domain. The website may be viewed with a web browser and/or via a web-based mobile app provided that the Webfonts are not included or embedded as explained in section 2f. A web-based mobile app is restricted to operating on a hand-held device running one of the following operating systems: Android, bada, Blackberry OS or Blackberry 10, Brew, iOS, Symbian OS, Windows Phone or Windows RT.

2. Permitted Uses and Restrictions

2a. Allowed Domains and Implementation

The Webfonts may be used for styling text on your website via the CSS `@font-face` rule for the domain specified on your sales receipt. Only the WOFF (“.woff”, Web Open Font Format) and EOT (“.eot”, Embedded OpenType) Webfont files provided by AT may be used. The use of alternate formats (such as TTF, SVG, or OTF) is expressly prohibited. Viewing and printing pages of the website using the Webfonts is allowed. However, providing the ability for a remote user to edit text using the Webfonts is not allowed if the result is a new document, such as a personalised invitation, greeting card, customised portfolio or customised product. These are merely examples. The Webfonts are licensed for your use only. You may not use the Webfonts as a tool or resource for third parties to create customised products or documents. Further, the Webfonts may not be served to unlicensed domains, even if they are hosted on a licensed domain.

2b. Pageview Limitations

A pageview is one request for the viewing of a page of your website. The average monthly traffic of your website, measured in pageviews over the span of three consecutive months, must not exceed the amount shown on your sales receipt. If it does, you must purchase a license upgrade for the increased pageview amount.

2c. Webfonts File Protection

You agree to use reasonable measures to ensure the Webfonts are available only for the process of styling text on your website. At a minimum, and by way of illustration not limitation, reasonable measures include a.) preventing unlicensed third-party access, i.e. hotlinking and b.) not allowing direct download of the Webfonts unrelated to the process of styling text for your website.

2d. Third Party Webfont Services

The hosting or serving of the Webfonts by any third party service, like “TypeKit”, “FontDeck”, “WebINK” or “Webtype” for example, is strictly prohibited.

2e. Back-up Copies

You may make one (1) copy of the Webfonts for back-up purposes only. Copies must contain the same documentation, copyright, trademark, and other proprietary notices that appear on, in or with the Webfonts. You must keep this back-up copy secure and must not allow any third-party to have access to it.

2f. No Modifications, No Embedding

You are not permitted to modify, adapt, translate, reformat, reverse engineer, decompile, disassemble, alter or attempt to discover the computer code of the Webfonts or the designs embodied therein. The embedding or inclusion of AT Webfonts, or the designs forming the Webfonts, in software, hardware, digital documents, apps, applications, devices or in any other form is prohibited. A separate license and accompanying software are each available from AT for this purpose.

2g. Web Usage Only

The use of AT Webfonts on a desktop, laptop, workstation computer, or for any

uses not expressly permitted herein is prohibited. If you wish to use the Webfonts in a manner not permitted by this license, you must secure a separate license and/or a license extension by contacting AT directly.

2h. Development Environment

You may use the Webfonts in a secure development environment controlled by you. The secure development environment must be for work specifically related the domain specified on your sales receipt.

3. Rights Reserved

3a. You expressly acknowledge that the Webfonts, the designs embodied therein, the trade names and/or the associated trademarks and copyrights are each the exclusive property of AT. All rights not expressly granted under this license are reserved to AT.

3b. You agree that the Webfonts and the designs embodied therein are owned by AT and the Webfonts' structure, organisation and code are the valuable trade secrets of AT. You acknowledge that the Webfonts are, among other means, protected under Spain trademark and/or copyright law, by the trademark and/or copyright and design laws of other nations, and by international treaties. Furthermore, you are not permitted to regenerate or translate the Webfonts into other formats and the creation of any derivative works based upon the Webfonts or the designs of the Webfonts are expressly prohibited.

4. Warranties and Limitations

4a. AT represents and warrants that the Webfonts will perform substantially in accordance with the representations made herein. To make a warranty claim, you must notify the source from which you obtained the Webfonts together with a copy of your sales receipt. If the Webfonts do not perform substantially in accordance with the representations, the entire and exclusive liability and remedy shall be limited to the replacement of the Webfonts or the refund of the license fee you paid for the Webfonts. AT does not and cannot warrant the performance or results you may obtain by using the Webfonts.

4b. AT expressly disclaims all warranties, express and implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. AT does not warrant that the operation of the Webfonts will be unimpeded, uninterrupted or error-free, or that the Webfonts are without defects. Without limiting the foregoing under no circumstances shall AT be liable to you or any other party, whether in contract or tort (including negligence) or otherwise, for any special, consequential, or incidental damages, including lost profits, lost saving, loss of data, savings or business interruption as a result of the use of or the inability to use the Webfonts even if notified in advance of such possibility.

5. Transfer of Licensed Domain

You may transfer the rights to use the Webfonts to a different domain owned by you and the content of which you control. You must notify AT, in writing, of the transfer and the new domain identity. Further, you must delete the Webfonts from the server on the previously licensed domain immediately upon transfer to the new domain. Transfer of this license to a third party is not permitted.

6. Termination

Any breach of the terms of this license shall be cause for immediate termination without the obligation of notice or opportunity to cure. AT shall be entitled to seek any and all remedies under law or equity, including injunctive relief without the obligation of security or bond. You agree to immediately discontinue using and delete the Webfont software and certify that no copy remains in your possession or control.

7. Choice of Law and Agreements

7.1 You agree that this Agreement will be governed by and construed in accordance with the laws of Spain and You submit to the exclusive jurisdiction of the Spain Courts except where urgent injunctive relief is required.

7.2 AT may at any time amend the terms under which it licences the use of the Webfonts (Amended Agreement) without prior notification to You. Where AT

notifies you of an Amended Agreement You may continue to use the Webfonts upon giving written notice of agreement to AT.

7.3 This Agreement embodies the entire understanding between AT and You and supercedes all prior arrangements or understandings. If an applicable Court declares any part of it to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

8. Contact

All inquiries of AT may be sent by email to info@arabictypography.com. The AT website is located at www.arabictypography.com.