

**BONEZ DESIGNZ**  
**END USER LICENSE AGREEMENT**  
**For the typeface 'Mary [Caps]'**

This Font End User License Agreement (the "Agreement") becomes a binding contract between you and Bonez Designz, when you download and install the font. If you do not wish to be bound by the Agreement, you cannot access, Use or download the Font. Please read this entire Agreement before agreeing to be bound.

You hereby agree to the following:

**Binding Agreement:** You are bound by the Agreement and you acknowledge that all Use of the Font supplied to you by Bonez Designz is governed by the Agreement.

**License Grant.** You are hereby granted a non-exclusive, non-assignable, non-transferable (except as expressly permitted herein) license to access the Font: (i) only in one Licensed Unit, (ii) only for your Personal Use, and (iii) only subject to all of the terms and conditions of the Agreement.

**Embedding Font and Representations of Typeface and Typographic Designs and Ornaments:** You may embed the Font only into an electronic document that (i) is and will not be used as a Commercial Product, (ii) that is distributed in a secure format that does not permit the extraction of the embedded Font Software, and (iii) in the case where a recipient of an electronic document is able to Use the Font for editing, only if the recipient of such document is within your Licensed Unit.

You may embed static graphic images into an electronic document, (for example, a "gif") with a representation of a typeface and typographic design or ornament created with the Font Software as long as such images are not used as a replacement for Font Software, i.e. as long as the representations do not correspond to individual glyphs of the Font Software and may not be individually addressed by the document to render such designs and ornaments.

**Server Use:** The Font Software may not be installed or Used on an internal or external (i.e., internet accessed) server unless all users that can access such server are part of a Licensed Unit.

**Alterations to Font:** You may not alter Font for the purpose of adding any functionality that such Font did not have when delivered to you by Bonez Designz. If the Font contains embedding bits that indicate that the Font is only authorized for certain purposes, you may not change or alter the embedding bits.

**Transfer of the Font:** You may not rent, lease, sublicense, give, lend, or further distribute the Font, 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 (i) the transferee accepts and agrees to be bound by all the terms and conditions of the Agreement and (ii) you destroy all copies of the Font, including all copies stored in the memory of a hardware device (iii) you receive permission to do so from the licensor, Bonez Designz.

**Copies:** You may make one back-up copy of Font Software for archival purposes only, and you shall retain exclusive custody and control over such copy. Any copies that you are expressly permitted to make pursuant to the Agreement must contain the same copyright, trademark, and other proprietary notices that appear on or in the Font. Upon termination of the Agreement, you must destroy the original and any copies of the Font that are in your possession.

**Intellectual and Industrial Property Rights:** You acknowledge that the Font is protected by the copyright law and other intellectual and industrial property rights of the United Kingdom, by the copyright law and other intellectual and industrial property rights of other nations, and by international treaties. You agree to treat the Font within the boundaries of the law.

You may not copy the Font, except as expressly provided herein. You agree not to adapt, modify, alter, translate, convert, or otherwise change the Font, or to create Derivative Works from Font or any portion thereof. You further agree not to use Font in connection with software and/or hardware which create Derivative Works of such Font.

You herewith acknowledge that Bonez Designz owns all right, title and interest in and to the Font, its structure, organization, code, and related files, including all intellectual and industrial property rights therein such as copyright, design and trademarks rights. You agree that the Font, its structure, organization, code, and related files are valuable property of Bonez Designz and that any intentional or negligent Use of the Font not expressly permitted by the Agreement constitutes an infringement of intellectual and industrial property rights.

**Exclusion of Warranties:** Bonez Designz DOES NOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING THE FONT. THE FOREGOING STATES THE SOLE AND exclusive remedies for Bonez Designz's breach of warranty. Bonez Designz makes no representations or warranties, express or implied, as to non-infringement of third party rights, merchantability, or fitness for any particular purpose. in no event will Bonez Designz be liable to you or anyone else (i) for any consequential, incidental or special damages, including without limitation any lost profits, lost data, lost business opportunities, or lost savings, even if Bonez Designz has been advised of the possibility of such damages,

or (ii) for any claim against you by any third party seeking such damages even if Bonez Designz has been advised of the possibility of such damages.

**Termination:** Upon failure by you (or any authorized person or member of your immediate household to whom you have given permission to Use the Font) to comply with the terms of this Agreement, Bonez Designz shall be entitled to terminate this Agreement upon notice by regular mail or email. The termination of the Agreement shall not preclude Bonez Designz from suing you for damages of any breach of the Agreement. The Agreement may only be modified in writing.

**Definitions:**

**"Personal Use"** means Use of the Font Software for your customary personal or internal business purposes and shall not mean any distribution whatsoever of the Font Software or any component or Derivative Work thereof. "Personal or Internal Business Use" shall include Use of the Font Software within your Licensed Unit by persons that are members of your immediate household, your authorized employees, or your authorized agents.

**"Commercial Product"** means an electronic document or data file created or product displaying the Font by Use of the Font which is offered for distribution to the general public (or to some subset of the general public). By way of illustration and not by way of limitation, an electronic book or magazine distributed for a fee shall be considered a Commercial Product; a document distributed in connection with a commercial transaction in which the consideration is unrelated to such document (for example, a business letter, a ticket for an event, or a receipt for purchase of tangible goods such as clothing) shall not be considered a Commercial Product.

**"Derivative Work"** means 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.