

Type Project Inc. End User License Agreement

This License Agreement prescribes conditions when using the Type Project's font family and all programs in which such fonts are embedded (hereinafter referred to as the "Font Program"). Users shall be deemed to have accepted use of the Font Program in accordance with the provisions prescribed in this Agreement if such users have downloaded, installed, or used the Font Program in whole or in part. The Font Program, used with the consent of users, has not been sold to users, rather the right of use has been licensed to users. This Agreement by no way constitutes the transfer to users of any copyrights, intellectual property rights, and ownership rights relating to the Font Program, or any trademarks, trade names or rights relating to service marks belonging to Type Project Inc. (hereinafter the "Company") or a third party licensed by the Company.

Article 1 Granting Rights of Use

Users shall agree to this Agreement, and may use the Font Program within the scope stated below.

- 1) The Font Program license is for one (1) computer.
- 2) Users may analogously output and sell content created using the licensed Font Program, and reproduce, sell, and distribute PDFs, etc. of digital content.
- 3) Users may use the Font Program in titles, captions, and flips in visuals, and may reproduce, sell, distribute, and publicly transmit visual content produced using the Font Program.
- 4) Users may create new characters using certain characters or by adding processing or changes to the Font Program; provided, however, that use of newly created characters shall be limited to use by users who have obtained a license and third parties to whom work is outsourced, and new characters may not be sold.
- 5) The Font Program may not be used on networks. Separate agreements are necessary if using the Font Program on a network. (If the various conditions provided for in Article 2 have been satisfied, and a network user license agreement has been separately entered into, the Font Program may be installed on one (1) computer and used on such computer or another computer in the same organization that is connected via a LAN.)
- 6) The Font Program may not be used on installed on a server. Separate agreements are necessary if installing and using the Font Program on a server. (If the various conditions provided for in Article 2 have been satisfied, and a server application license agreement has been separately entered into, the Font Program may be installed on a computer that provides software via a network such as a Web application, etc., and used on another computer via the internet, etc.)

Article 2 Various Conditions

- 1) Systems must be built in such a way that it is not possible to mount and use the Font Program via a network, and it not possible to copy the Font Program to any kind of storage media (HDD, USB memory, etc.)
- 2) If a network user license is purchased, systems must be built in such a way that it is not possible to copy the installed Font Program to any kind of storage media (HDD, USB memory, etc.) from computers connected to the network.
- 3) If a server application license is purchased, systems must be built in such a way that it is not possible to copy the installed Font Program to any kind of storage media (HDD, USB memory, etc.) from computers connected to the network.

Article 3 Prohibited Matters

- 1) The Font Program may not be used mounted on equipment, or embedded in games or other application software, etc. Separate agreements are necessary if embedding and using the Font Program.
- 2) Unless a network user license has been entered into, the Font Program installed on network servers may not be used on a single or multiple client computers.
- 3) Reproducing the Font Program on any storage media such as CD-ROMs, hard disc drives, or external storage devices for any purpose whatsoever, including use on more than the permitted number of computers, is prohibited.
- 4) Acts shall not be engaged in that alter, change, remodel, translate, reverse assemble, reverse compile, reverse engineering or analyze, etc. the Font Program.
- 5) Acts may not be engaged in that involve the sale, distribution, or circulation, etc., as a user's product, of products to which uniform or partial changes, additions, modification, amendments, or revisions have been made using the Font Program's font designs.
- 6) In no circumstance whatsoever, whether intentional or negligent, shall Font Program character information be extracted, or fonts or other secondary deliverables and data be created from altered, added, modified, amended, or revised extracted character information.
- 7) The Font Program's font may not be used as alphabetic characters for similar fonts.
- 8) The production or embedding and bundling of data in a format that functions as a font is prohibited when using the Font Program in visual content or digital content.
- 9) Users may not sell new characters created by using, processing, or modifying some of the Font Program's characters.

Article 4 Back-up Copies

Users may make back-up copies on the condition that the Font Program is not installed or used other than for archival purposes. All the provisions stated in this Agreement shall also apply to back-up copies.

Article 5 Transfer of Rights

Prior written consent from Type Project Inc. is required if users transfer the Font Program or rights of use granted in accordance with the provisions of Article 1 to a third party. The right to use the Font Program may not be leased, rented, or sublicensed, transferred, loaned, or distributed to a third party, reproduced, or copied to another computer.

Article 6 Limited Assurance

- 1) The Company guarantees that the Company owns the rights relating to the Font Program, and that users have the right to use the Font Program.
- 2) The Company shall in no way guarantee use other than in operating environments provided by the Company.
- 3) The Company shall in no way guarantee, in relation to the Font Program, details clearly indicated in the conditions of this Agreement.
- 4) The Company shall notify registered users if significant amendments to the Font Program are necessary. The Company shall guarantee to provide the amended program free of charge if users make a request pursuant to such notification.
- 5) The Company shall not take responsibility for direct or indirect damage suffered by users or third parties as a result of using the Font Program or for satisfaction and marketability relating to use.
- 6) Returns and exchanges if there are any defects in the Font Program should be made within two (2) weeks of purchase. Returns and exchanges shall not be possible for CD-ROM versions if the Font Program has been used more than once, or if the CD-ROM has been scratched or made dirty by users, or if the instructions included in the case have been lost.

Article 7 Cancellation

This Agreement shall be cancelled by Type Project Inc. if users violate any of the provisions of this Agreement. In such case, users must immediately return the Font Program (including approved back-up copies and all copies created in violation of the provisions of this Agreement) to Type Project Inc.

Article 8 Attribution of Rights

All intellectual property rights and ownership rights including the Font Program copyrights, patent rights, utility model rights, and corporate information that should be protected, shall be attributable to Type Project Inc.

Article 9 Governing Law

This Agreement shall be governed in accordance with the laws of Japan and the Tokyo District Court shall be the court with jurisdiction.

Article 10 General Provisions

This Agreement constitutes the entire agreement concerning the Font Program between the Company and users, and shall take precedence over all manifestations, negotiations, proposals, understandings, and advertisements. Even if a part of this Agreement is invalid and unenforceable, the effectiveness of other parts shall not be affected, and validity and enforceability in accordance with such conditions shall be maintained. This Agreement does not damage the legal rights of any of the parties concerned that c as consumers.