



TRIAL FONT SOFTWARE END-USER LICENSE AGREEMENT

This Trial Font Software End-User License Agreement (“Agreement”) is an agreement between Lux Typographic and Design (“LuxTypo”) and you (“You” or “Your”). The Agreement governs what You can and cannot do with the trial font software (“Trial Fonts”). By installing, copying, or using any portion of the Trial Fonts, You accept and agree to this Agreement. If You do not agree to all of the terms and conditions of this Agreement, do not use or complete the installation of the Trial Fonts.

GRANT OF TRIAL LICENSE

This Agreement grants You a non-exclusive license to use the Trial Fonts on a free trial basis. A “Trial Basis” means use of the Trial Fonts for:

- testing, evaluation, and comparison purposes;
- noncommercial, academic projects; or
- private pitches and proposals for Your clients.

Your license is limited to the Trial Basis uses and specifications stated in this Agreement (“Permitted Uses”). Any other use requires a separate license from LuxTypo.

PERMITTED USES & RESTRICTIONS

You agree to follow the following terms and restrictions in this section.

Copying You may make a reasonable number of backup copies of the Trial Fonts, provided Your backup copies are not installed or used for anything other than archival purposes. You may not transmit a copy of the Trial Fonts to any third party, including commercial printers and service bureaus.

No Modifications You shall not create other font formats from, modify, or alter the source code of the Trial Fonts for any reason.

Restriction on Transfer You may not rent, lease, sublicense, or assign any portion of the Trial Fonts. Likewise, You may not authorize any individual or legal entity to copy any portion of the Trial Fonts onto that individual or entity’s computer.

Security You shall use commercially reasonable precautions to secure the Trial Fonts and prevent unlicensed third parties from accessing or using the Trial Fonts.

Embedding You and Your users may embed the Trial Fonts for evaluation purposes into electronic documents for use on computers that are controlled by You provided that the electronic documents are for personal or internal business use, and only if the electronic documents are distributed in a secure format that allows only printing and viewing, and prohibits editing, enhancing, extracting, or modifying the text.

INTELLECTUAL PROPERTY OWNERSHIP

LuxTypo retains ownership and all rights in and to the Trial Fonts, and You acknowledge that You have no rights in or to the Trial Fonts outside of the License. The Trial Fonts, including the designs and software embodied in them, are subject to copyright and other intellectual property rights or licenses held by LuxTypo. No right, title, or interest in any Trial Fonts, including any associated intellectual property, is transferred to You as a result of this Agreement.

TERMINATION WITH CAUSE

We may terminate this Agreement, including your License, immediately if You breach this Agreement. If the Agreement or License is terminated, You agree that You shall cease all use of the applicable Trial Fonts, and shall immediately return or destroy all copies of the Trial Fonts in Your possession. Termination of this Agreement does not preclude LuxTypo from seeking all legal or equitable remedies.

GENERAL PROVISIONS

This Agreement is effective on the date You indicate Your agreement to it or install, copy, or use the Trial Fonts, or any portion thereof, whichever is sooner.

If any portion of this Agreement is found to be void and unenforceable, it will not affect the validity of the entire Agreement.

The terms and conditions of this Agreement constitute the entire agreement with respect to the Fonts and will supersede and replace all prior understandings and agreements.

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THE SHORT OF IT - SO TO SPEAK...

Use the trial font(s) to pitch your ideas.

Should your design be selected and approved for production, posting online, a campaign roll out, published book, totebag or any other thing that features the use of the font whether printed, digital, motion, broadcast, sky writing, etc. - purchasing a proper license to cover usage for said font is required. This includes use of font and letter forms in a logo, JPG or in any other static manner.

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THANK YOU