

LICENCE TERMS FOR ARJOWIGGINS INUIT FONT AND SOFTWARE

1. DEFINITIONS

- “Agreement”** these Licence Terms;
- “Arjowiggins Inuit Font”** the entire Font which relates to the typeface supplied with this Licence Agreement;
- “Font”** includes typeface, bitmap and any technology resulting in a representation thereof;
- “Licensor”** Arjowiggins Fine Papers Ltd (registered number 961440) of Fine Papers House, Lime Tree Way, Chineham, Basingstoke, Hants, RG24 8BA;
- “Licensee”**
- (a) the person who installs the Arjowiggins Inuit Font on a computer for their personal use; or
 - (b) where the Arjowiggins Inuit Font is installed onto a computer on behalf of an employer, another person, or entity the employer, other person or organisation on whose behalf the Arjowiggins Inuit Font has been installed;
- “Intellectual Property Rights”** all intellectual and industrial property rights including patents, know-how, registered trade marks, registered designs, utility models, applications for and rights to apply for any of the foregoing, unregistered design rights, unregistered trade marks, rights to prevent passing off for unfair competition and copyright, database rights, topography rights and any other rights in any invention, discovery or process, in each case in the United Kingdom and all other countries in the world and together with all renewals and extensions;
- “Software”** any software incorporating, or necessary to make use of, the Arjowiggins Inuit Font as supplied with this Licence Agreement; and
- “Work”** includes any form of visual representation including text, graphics or other.

2. **INTERPRETATION**

2.1 **Installing**

Any references to “install”, “installing” “installation” or “installed” in connection with the Arjowiggins Inuit Font includes the downloading of the Software from the Licensor’s or any third party’s remote server.

2.1 **Headings**

The headings to the clauses of this Agreement are for convenience only and will not affect its construction or interpretation.

3. **OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS**

3.1 The Licensee’s only right to use the Arjowiggins Inuit Font and the Software is by virtue of this Agreement and the Licensee acknowledges that all Intellectual Property Rights in or relating to the Arjowiggins Inuit Font and the Software are and shall remain the exclusive property of the Licensor or its licensors.

3.2 The Licensee acknowledges and agrees that **Inuit** is the trade mark of the Licensor and cannot be used without the Licensor’s express written permission.

3.3 The Licensee further acknowledges and agrees that it will not:

3.3.1 register or use any trade mark or equivalent consisting of or incorporating **Inuit** or any similar variants; or

3.3.2 register or use any of the Intellectual Property Rights owned or licensed by the Licensor in its own right as proprietor.

3.4 The Licensee agrees that it shall not remove or alter any copyright notices or similar proprietary devices, including without limitation any electronic watermarks or other identifiers, that may be incorporated in the Software.

4. **LICENCE**

4.1 The Licensor grants to the Licensee a royalty-free, non-exclusive licence to replicate the Arjowiggins Inuit Font and include the Arjowiggins Inuit Font in any Work on the terms of this Agreement.

4.2 The Licensor grants to the Licensee a royalty-free, non-exclusive licence to install, use and access the Software in connection with the replication or inclusion of the Arjowiggins Inuit Font pursuant to clause 4.1.

4.3 All rights not expressly granted to the Licensee under this Agreement are reserved to the Licensor, and the Licensee agrees not to take or permit any action with respect to the Arjowiggins Inuit Font or the Software that is not expressly authorised under this Agreement. For the avoidance of doubt, the Licensee has no right to copy, modify, translate or transfer to any third party the Software or any modification, adaptation or copy of the Software or any part thereof, nor to decompile, reverse

engineer, or disassemble the source code of the Software, either in whole or in part, except as expressly provided in this Agreement.

4.4 If the Licensee breaches clause 4.3, the licence set out in this clause 4 will automatically terminate.

4.5 The Arjowiggins Inuit Font and the Software are licensed to the Licensee only. Except as permitted by this Agreement, the Licensee may not rent, lease, sub-license, sell, assign, pledge, transfer or otherwise dispose of the Arjowiggins Inuit Font or the Software, on a temporary or permanent basis without the prior written consent of the Licensor.

5. **CONFIDENTIALITY**

5.1 The Software is proprietary confidential information of the Licensor and its licensors. The Licensee agrees not to provide or disclose any such confidential information to any third party.

5.2 The provisions of clause 5.1 will not apply to any information which is:

5.2.1 lawfully obtained free of any duty of confidentiality (otherwise than directly or indirectly from the Licensor); or

5.2.2 already in the Licensee's possession, provided that the Licensee can show such possession from written records (other than as a result of a breach of this clause 5); or

5.2.3 which the Licensee can demonstrate is in the public domain (other than as a result of a breach of this clause 5).

5.3 To the extent that any information is necessarily disclosed pursuant to a statutory or regulatory obligation or court order, such disclosure shall not be a breach of this clause 5.

6. **NO SUPPORT OBLIGATION**

The Licensor assumes no obligation to provide assistance of any kind whatsoever in connection with the Arjowiggins Inuit Font or the Software, including without limitation support, maintenance, or the provision of updates or new releases of the Software. Any changes to the Arjowiggins Inuit font or any support, maintenance, updates or new releases of the Software that the Licensor may in its sole discretion choose to provide or supply will be made available in such manner and at time(s) as the Licensor deems appropriate and shall be subject to the terms of this Agreement.

7. **NO WARRANTY**

The Arjowiggins Inuit Font and Software is provided "as is" with no representation, guarantee or warranty of any kind as to their functionality or that the Arjowiggins Inuit Font or Software will not infringe the Intellectual Property Rights of third parties.

8. LIMITATION AND EXCLUSION OF LIABILITY

8.1 The Licensor does not exclude its liability (if any) to the Licensee:

8.1.1 for breach of the Licensor's obligations arising under section 12 Sale of Goods Act 1979 or section 2 Supply of Goods and Services Act 1982;

8.1.2 for personal injury or death resulting from the Licensor's negligence;

8.1.3 under section 2(3) Consumer Protection Act 1987;

8.1.4 for any matter for which it would be illegal for the Licensor to exclude or to attempt to exclude its liability; or

8.1.5 for fraud.

8.2 The Licensor makes no express warranties with respect to the Software and the Arjowiggins Inuit Font and the Licensor hereby excludes to the fullest extent permissible in law, all conditions, warranties (including without limitation any warranty that the Arjowiggins Inuit Font or the Software will meet the Licensee's requirements or that its operation will be uninterrupted or error free) and stipulations, express (other than those set out in this Agreement) or implied, statutory, customary or otherwise which, but for such exclusion, would or might subsist in favour of the Licensee. Except as set out in this Agreement the Licensee assumes the entire risk as to the quality and performance of the Software and should the Software prove defective, the Licensee (and not the Licensor nor any licensed reseller) assumes the entire cost of all necessary servicing, repair or correction.

8.3 Subject to clause 8.1 the Licensor will be under no liability to the Licensee whatsoever (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise) for any damage or direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, loss of data, loss of savings, depletion of goodwill and like loss) howsoever caused arising out of or in connection with the Software or the Arjowiggins Inuit Font or any use made of the Software of the Arjowiggins Inuit Font.

8.4 The Licensee acknowledges that the above provisions of this clause 8 are reasonable given that the Software and the Arjowiggins Inuit Font is provided free of charge, and the Licensee will accept such risk.

8.5 Any rights that the Licensee has as a consumer are not affected by this clause 8.

9. TERM AND TERMINATION

9.1 This Agreement shall commence upon the earlier of: the Licensee's acceptance of this Agreement; the Licensee installing the Software; or the Licensee using the Arjowiggins Inuit Font, and shall continue until terminated in accordance with clause 9.2 or otherwise in accordance with this Agreement.

- 9.2 This Agreement will terminate automatically if the Licensee uninstalls the Software, fails to comply with any term or condition of this Agreement or uninstalls and destroys or voluntarily returns the Software to the Licensor.
- 9.3 Upon termination of this Agreement for any reason whatsoever the Licensee must cease using the Arjowiggins Inuit Font, uninstall the Software and destroy, and upon request of the Licensor certify the destruction of, all copies of the Software including all components of it in the Licensee's possession.
- 9.4 The termination of this Agreement howsoever arising is without prejudice to the rights, duties and liabilities of either party accrued prior to termination.
- 9.5 The clauses in this Agreement which expressly or impliedly have effect after termination will continue to be enforceable notwithstanding termination.

10. **GOVERNING LAW AND JURISDICTION**

- 10.1 The formation, existence, construction, performance, validity and all aspects whatsoever of this Agreement will be governed by the law of England and Wales.
- 10.2 The courts of England and Wales will have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement. The parties irrevocably agree to submit to that jurisdiction.
- 10.3 The Licensee irrevocably agrees that a judgment or order of any court referred to in this clause is conclusive and binding upon it and may be enforced against it in the courts of any other jurisdiction.

11. **COMPLIANCE WITH APPLICABLE LAW**

The Licensee acknowledges and agrees that notwithstanding the fact that this Agreement is governed by the laws of England and Wales, the Licensee may be subject to additional laws in other jurisdictions with respect to the Licensee's use of the Software. The Licensee will comply with the laws of any jurisdiction that apply to the Software, including without limitation any applicable export laws or regulations.

12. **SEVERABILITY**

If any clause or part of this Agreement is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision will, to the extent required, be severed from this Agreement and will be ineffective without, as far as is possible, modifying any other clause or part of this Agreement and this will not affect any other provisions of this Agreement which will remain in full force and effect.

13. **NO WAIVER**

No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.

14. **NO THIRD PARTY RIGHTS**

The parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

15. **ENTIRE AGREEMENT**

This Agreement contains all the terms which the parties have agreed in relation to the subject matter of this Agreement and supersedes any prior written or oral agreements, representations or understandings between the parties in relation to such subject matter.

16. **NO ASSIGNMENT**

The Licensee may not assign the benefit (including any present, future or contingent interest or right to any sums or damages payable by either party under or in connection with this Agreement) or delegate the burden of this Agreement or hold this Agreement on trust for any other person.

17. **ACCEPTANCE**

BY INSTALLING THE ARJOWIGGINS INUIT FONT SOFTWARE I AM INDICATING THAT I HAVE READ AND ACCEPT THESE LICENCE TERMS, INCLUDING THE PROVISIONS CONCERNING ARJOWIGGINS FINE PAPER'S EXCLUSIONS AND LIMITATIONS OF WARRANTIES AND LIABILITY. I UNDERSTAND THAT IF I DO NOT AGREE OR AM NOT AUTHORISED TO AGREE TO THE ABOVE OR TO THE OTHER TERMS AND CONDITIONS OF THESE LICENCE TERMS I SHOULD NOT INSTALL OR USE THE SOFTWARE OR THE ARJOWIGGINS INUIT FONT. IF NECESSARY I SHOULD ALSO CEASE USING THE ARJOWIGGINS INUIT FONT, DELETE THE SOFTWARE FROM MY COMPUTER AND DESTROY OR RETURN TO ARJOWIGGINS FINE PAPER ANY UNLICENSED COPIES OF THE SOFTWARE THAT I MAY HAVE IN MY POSSESSION.