256TM.
END USER
LICENCE AGREEMENT

The following is hereby agreed between Thomas Huot-Marchand / 256tm and by the end user.

§1   The following is hereby agreed by the abovenamed parties: This contract governs the use of the 256tm fonts. A font is a complete set of characters, following the standard set of the typographical characters used in western countries, used by Apple Macintosh & PC Microsoft Windows. The fonts are in the OpenType and consists of numerically coded metric and kerning information, numerical descriptions of the external forms of all the characters' outlines.

§2   SUBJECT: This contract governs a user licence of not-exclusive rights intended for the use of the fonts defined by the § 1 in the following circumstances :
· This licence covers an indefinite period.
· This licence permits the use the fonts for a number of workstations and output devices indicated on the invoice, at a single location.
· This licence applies when the user's finished work are in the paper medium, non-digital support, or bitmap images.
· This licence equally applies to the numerically coded metric information and outlines of the fonts, distributed under the condition that the user guarantees the non-extraction of the fonts ("*print and preview only*" settings in PDF format) by a third party who could use the fonts for others application other than those for which they are licensed. This applies in particular to the multimedia presentations, the use of the fonts and characters to the internet or similar networks and the distribution of documents saved in the PDF (*Portable document format*) and similar formats.
· The fonts described in §1 remain the property of the licensor. The user does not have the right under any circumstances to transfer the characters and/or the fonts described in §1. The user does not have the right under any circumstances to transfer this licence to anyone. The licence starts at the date of the invoice.

§3   The price of this licence is the total sum indicated on the invoice. This amount contains the applicable taxes.

§4   The user can use the font described in §1 only on workstations (computers) and output devices (printers) which belong to the user. Other than the copy intended for the service bureau, the user cannot provide copies of the fonts to be used by a third party even if the third party uses them for the user or in the name of the user. Only if the third party had informed the user that the third party itself had bought a user licence can the third party receive a copy of the fonts described in §1 from the user.

§5   The user does not have the right to copy the fonts, except for personal use (and output at a service bureau) to protect the original medium on which the fonts are stored (backup copies). The user will make sure that no third party copies the fonts described in §1. The user is not permitted to use the fonts for any purpose other than was defined in §4. The user is entirely responsible for any abuse of the permitted uses of the fonts described in §1 which the user has received.

§6   The fonts are protected by the law of copyright and remain the property of the licensor. The fonts must not be altered in any manner whatsoever, including the manipulation of any of the following: The digital font data in order to mix it with another; its composition; its forms, outlines, or its characters; the position of the characters (in all cases, including spacing and kerning which leave the original font intact); the digital format; the digital data including those which control the quality of display and printing (hinting). To make or to have made, or to give permission to make a derivative of the fonts or its components or a font which resembles the 256tm fonts under any form is strictly prohibited. The following text applies to all the components of the typeface package: © 2001-2007 | Created by Thomas Huot-Marchand. All rights reserved. Distribued by www.256tm.com.

§7   In the case where the user does not comply with the clauses of this contract, Thomas Huot-Marchand / 256tm has the right to immediately terminate this licence agreement without any financial compensations whatsoever. In this case, the user will have to turn over the fonts, its components and digital data to Thomas Huot-Marchand / 256tm and destroy all the copies that the user holds, prohibiting any further use. The user agrees to inform the user's employees or all people who have access to the typefaces and fonts described in §1 of the terms and conditions described in this licence agreement and to ensure that they shall strictly abide by these terms and conditions described in this licence agreement.

§8   Thomas Huot-Marchand / 256tm cannot be held responsible for damage caused or supported by the user and/or third party resulting from a misuse of the typefaces and/or the fonts described in §1.

§9   This contract is subject to and will be interpreted in accordance with the law of France. Any dispute which may arise relating to the existence, making, validity, interpretation, and/or the execution of this contract will take place before the County Court of Besançon.

§10   This licence agreement consists of one page. Thomas Huot-Marchand | www.256tm.com | thomas@256tm.com