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If you are a designer and use the Font Software to create artwork or text, you may only provide it to unlicensed parties (including your client) in a non-embedded format (e.g., a non-font PNG, JPEG, GIF or TIFF), a rasterized vector format (e.g., a PDF or EPS file created using the “Create Outlines” command in Adobe InDesign or Illustrator) or a secured format (e.g., a “protected,” subset embedded pdf or “noneditable” Flash SWF file for distribution on the web). If you want to send your client a file that permits the client to edit or modify the file using the Font Software, your client will need to have its own license to use the Font Software. Similarly, if you are an entity that hires a designer to create a project for you, you are only permitted to share the font with the designer in non-embedded image formats if the designer has their own license;

- c) You are permitted to use the fonts on products so long as the glyphs are deployed for language-based communication, including in a name, logo or slogan. Non-language-based-communication uses (what we refer to as “letter-form products”) are not permitted by this License.

By way of example and not limitation, these letter-form products include a kit comprised of stickers of individual glyphs for scrapbookers that they may use in any order they choose. The right to make letter-form products is subject to a royalty, rather than a license fee; for more information, contact us at <https://www.dardenstudio.com/contact>.

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- e) CPUs up to the licensed maximum may access and operate the Font Software, so long as the CPUs are owned or leased by you and are being used by you and your employees. If you host the Font Software on a server, non-licensed CPUs must not be given server

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- c) Upgrades and updates may be offered at the discretion of Darden Studio, and will be the subject of a new license, which may have new terms and/or fees. Your acceptance of an upgrade or update will automatically supersede this License and your right to use the version of the Font Software covered by this License.

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- b) This License is subject to termination in Darden Studio’s sole discretion if you violate any of the terms and conditions stated

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- c) In the event of the termination of this License, you must destroy the Font Software and all copies thereof (including back-up copies), as well as all materials (including but not limited to digital and print forms of the typeface) containing the Font Software in all forms of media. You must promptly submit a declaration signed by an officer of the company that attests to the compliance with the preceding sentence. No fees will be refundable to you upon termination. The resolution of a violation or the termination of the License is without prejudice to Darden Studio's entitlement to damages (for example, if you violate section 1(e), you will be required to pay damages as described in that subsection) and costs, pursuant to section 3(d).
- d) If you violate any of the provisions of this License, in addition to any damages the violation may cause Darden Studio, it will be entitled to payment by you of the costs incurred by it to investigate and address the violation, enforce the License and/or finalize a settlement, including investigators' and attorneys' fees.

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- b) No waiver of any provision of this License or of any right or remedy hereunder will be effective unless in writing and signed by the party against whom the waiver is sought to be enforced. No delay in exercising, course of dealing with respect to, or partial exercise of any right or remedy hereunder will constitute a waiver or relinquishment of any other right or remedy, or future exercise thereof.
- c) All notices must be in writing and will be deemed to be delivered on the first business day following the date sent by electronic mail, unless the sender receives notice of delivery failure; by certified mail, postage prepaid, return receipt requested; or by a reputable overnight courier or mail-delivery service, at the address given above for the party to whom the notice is directed or to such other address of which the sending party has previously received notice in conformance with this section.
- d) This License shall be governed by, and construed in accordance with the laws of the State of New York, excluding its rules governing conflicts-of-law. The United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this EULA. Any dispute relating to this agreement will be decided solely in the courts located in the State and County of New York, and the parties irrevocably submit to the personal jurisdiction of said courts for that purpose.
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- f) This License, as supplemented or modified by any addenda issued by Darden Studio, constitutes the complete and binding agreement between the parties with respect to the Font Software, superseding all prior or contemporaneous proposals, communications and understandings, oral or written. For the avoidance of doubt, any document not issued by Darden Studio (such as purchase orders or vendor terms) which could be construed as governing the use of the Font Software and/or this License are

overridden by this agreement.

6. TESTING FONTS: SPECIAL PROVISIONS

Certain of the rights stated above for a basic license are not granted for “Testing Fonts,” which are identified with the word “Test” in the font name.

- a) The rights described in section 1(a) are limited to human-readable text that is not published to the public. For example, you may use the Font Software to test whether the Font Software satisfies your technical and creative requirements, including in design proposals you submit to a client for its consideration. In order to use the Font Software in final work and/or publish it or otherwise render it public, you or your client must have a basic (non-testing) license and any addenda that may apply to the use.
- b) The right to provide the Font Software to unlicensed 2D printing vendors, described in section 1(h), is not granted to you under a testing license.
- c) The illustration in the second sentence of the second paragraph of section 1(b) (“For instance, you can upload an image created with the Font Software to your website, but you cannot include the Font Software in the code of your website”) is not applicable to a testing license, since no text created under a testing license may be distributed on the web.

We are very appreciative that you have chosen to license a Darden Studio font. Thank you for reading these EULA provisions carefully to be sure you understand the terms and conditions in connection with your purchase. We suggest that you keep a copy of the EULA for future reference, and be sure to contact us if in doubt about any of your rights and obligations under the License.