



## **The Northern Block - Font Licence Agreement - Trial Licence Agreement**

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**By using the trial font software, you agree to the terms set herewith.**

This agreement ("Agreement") is made effective as of the date the Font is sent (the "Effective Date") by and between an individual, company, organisation, corporation ("Licensee"); and The Northern Block Ltd. a private limited company formed under the laws of England and Wales, ("Licensor"), with a principal address at 2 Dilston West Cottages, Corbridge, Northumberland NE45 5RL, England.

**1. Font Software.** Licensor is the owner, or a duly authorized distributor of certain font software, including any and all formats and all updates thereto, known as the Font, including certain weights (the "Font Software"). Licensor desires to grant Licensee Non-Exclusive rights to utilise the Font Software as noted below in Section 2.

This agreement is limited to one or multiple users within ONE organisation for the duration of the trial.

The Font Software is limited to upper-case, lower-case characters, numbers and punctuation; roughly to 107 characters in total. This is subject to change without prior notice to the Licensee as it is a trial version.

**2. Grant of Rights.** Licensor hereby grants to Licensee a Non-Exclusive license to use in conjunction with devices owned by the Licensee. This licence allows use on a desktop, to be embed into an in-development application/game, or used as part of a pitch for work not yet secured ("Approved Purposes"). No other use is permitted such as (i) as part of a copyrighted logo or trademark, (ii) as part of interactive software such as a video game or application that has been released for sale as free or paid, (iii) as part of an electronic template such as website design or presentation template, both which may be sold on to then make products such as electronic greeting cards, business cards, or any other electronic or printed matter (iv) as part of a commercial product (electronic or printed) in exchange for a fee; such as books, magazines, newspapers; as well as tangible goods such as clothing, where the Font becomes the main

selling point, (v) as part of a website hosted on one or more servers, using web-font technologies such as @font-face, sIFR, or Typeface.js, (vi) as part of a commercial broadcasting video, film or motion picture; referring to the use in titling, credits, or any text on-screen during broadcast.

The Licensee does not own the rights to the Font Software, unless expressed so in this agreement. That shall remain the property of the Licensor.

You may embed the font software into electronic documents or internet pages as a static image or secured read-only format only that does not impact on sale of any kind, or where a sale of a product or service is endorsed or promoted. Licensee must ensure viewers and recipients cannot extract the Font, or edit for the purpose of creation of new documents.

You may import characters into a drawing program as graphical objects, and modify such objects accordingly. However you may not modify, adapt, translate, decompile, reverse engineer, disassemble, or create derivative works based on the licensed Font itself without the Licensor's prior written consent.

The Licensee grants the Licensor limited right to promote the use of the Font Software in a broadcast scenario prior to completion via advertising mediums (such as a website, social media platforms) only on the basis of a preview or screenshot of the end product.

The Licensee agrees to credit the Licensor for the font in use (such as the footer of a presentation, or footnote of a document).

**3. Consideration.** In consideration of the rights granted herein, Licensee agrees to use the Font free of charge, during the period of the trial as long as use is within the approved purposes.

Should the Font be visible in any released product or service that does not fall within approved purposes in Section 2, the Licensor will request the Font be removed immediately, following to this scenario, the Licensor or an approved representative of the Licensor will carry out an audit and raise an invoice following the audit. The Licensee therefore agrees to pay such raised invoice within 30 days.

You also agree to remove the Font Software immediately should this be requested by the Licensor.

**4. Confidential Information.** During production, the Licensor will not disclose or use any confidential or proprietary information that it obtains from or about Licensee or its products, including, without limitation, the terms of this Agreement. Licensor shall keep such information confidential and shall not disclose any such information without Licensee's prior consent. Upon no further requirement of the Font Software, the Licensor is free without prior consent to promote the Font and creation should the Licensor wish.

**5. Ownership.** Except for Licensor's copyright interest in the Font Software, as between Licensee and Licensor, Licensee is the owner of all intellectual property in and to the Licensee Products. Except for the rights granted to Licensee hereunder, the Font Software shall remain the sole intellectual property of Licensor and/or its Licensors.

**6. Representations and Warranties.** Licensor represents and warrants that (i) it has the full right and authority to grant Licensee the rights set forth herein; (ii) all right, title and interest in and to the Font Software is either owned or validly licensed by Licensor with all necessary authority to grant the license created hereunder; (iii) the Font Software and the license granted herein do not infringe upon any intellectual property right or other proprietary rights of any third party; (iv) the Font Software is Non-Exclusive; and (v) Licensee's exercise of the rights granted to it with respect to the Font Software according to the terms of this Agreement will not infringe the rights of any third party.

**7. Indemnification.** Licensor agrees to indemnify and hold harmless Licensee from any and all claims, damages, costs, judgments, penalties and expenses of any kind (including reasonable legal fees and disbursements) which may be obtained against, imposed upon or suffered by any of them as a result of any information or material supplied by Licensor to Licensee in connection with this Agreement or the breach or alleged breach by Licensor of any of its representations or warranties under this Agreement.

**8. Limitation of Liability.** Except for a breach of Section 2, Section 4 and Section 7, neither party will be liable to the other party for indirect, special, incidental, consequential, or punitive damages, or the loss of anticipated profits rising out of, or relating to any breach of this agreement by such party. Even if such party is notified of the possibility of such damages and regardless of whether any remedy set forth herein fails of its essential purpose.

**9. Governing Law.** This Agreement is governed by the law of England and Wales, and is subject to the exclusive jurisdiction of the courts of England and Wales.

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, correspondence and agreements with respect to the same subject matter between the parties.

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