

DynaFont Treasure < Educational > License Agreement

This DynaFont Treasure< Educational > License Agreement ("License Agreement") is entered legally by and between the customer (a person or a legal entity ("Customer")) and DynaComware Hong Kong Limited. ("Company"). DynaFont Treasure < Educational > (hereinafter called the "Software") of this font package comprises the computer program, font driver, font data and any updated programs that the Company has provided now and will provide in the future as a whole. Once the Software has been installed, copied, downloaded, saved or used in any manner by the Customer, the Customer agrees to be bound by the terms and conditions of this License Agreement. In the event the Customer does not agree the terms and conditions of this License Agreement, please do not install or use this Software.

< License Certification > means the license certification provided by the Software after installing and agreeing to the term of License Agreement.

< Related Documentation > means all materials in print or electronic files provided by the Software or any new printing materials or electronic files provided by the Company in the future for using the Software.

1. License

- (1) Customer shall be educational institutions under the Education Ordinance; organizations for educational purpose under the University Ordinance; or vocational training institutions under the Vocational Training Council Ordinance.
- (2) Customer may install the Software in hard disks and the licensed quantity are permitted, the licensed quantity under this License Agreement will be specified in the "Authorization Certificate" issued by the Company.
- (3) Customer shall have address at Hong Kong or Macao Special Administrative Region.
- (4) If Customer comply with Article 2 and Section (1) of Article 1, Customer may use the Software in the educational institution that specified in this License Agreement.
- (5) Customer may only use the Software for a non-profit purpose.

2. Restriction

The following restrictions apply to the Software granted in Article 1 above:

- (1) Customer shall not distribute, release and transfer the Software and the Related Documentation without Company's prior written consent or other behavior which may cause harm to the Company.
- (2) Customer shall not modify, reverse-engineer, de-compile and/ or disassemble the Software, and/or unlock or modify its lock of the original program and develop new font data on the basis of the Software.
- (3) Customer shall not sell, assign, distribute, rent, lend, sublicense the Software.
- (4) Customer shall not remove or destroy the legend of copyright or trademark registration on the Software.
- (5) Customer shall not sell, distribute, rent, lend, sublicense the Software through ASP (Application Service Provider) or similar means or take any action which may cause harm to Company.
- (6) Customer shall not apply for any trademark rights based on the logo bundled with the Software.
- (7) Customer shall not use in or bundle the Software with game or application program (APP).
- (8) Customer shall not use in or bundle the Software with any e-book.
- (9) Customer shall not covert and/or reproduce the Software and then bundled with any server. However, Customer may convert the Licensed Font Data into the drawing file format and then use the Licensed Font Data in website design.
- (10) Customer shall not embed the Software into the embedded product.
- (11) In the event the Customer intends to obtain the legal right to use the prohibited scope of the Software mentioned in the Section (5) through Section (10) of Article 2 or other use not mentioned in this License Agreement, Customer shall otherwise contact Company and conclude another license agreement with Company governing the license scope and license fee.

3. Intellectual Property Rights

All intellectual property rights of the Licensed Font Data and the related documentation belong to DynaComware Taiwan Inc., and DynaComware HongKong Limited. is the affiliated company of DynaComware Taiwan Inc. and granted sell and/or sublicense the Licensed Font Data legally.

4. Warranty and Limited Liability

- (1) Company represents and warrants that the Software shall not infringe upon any intellectual property rights, including but not limited to patents, copyrights, trade secrets and know-how, of any third party. Company's sole obligation shall be to support services to use the Software at no charge to Customer.
- (2) Company shall not be liable for any loss of usage benefit or existing benefit, business interruption, incidental or consequential damage or special damages due to the using of the Software.

5. Period

- (1) The period of this License Agreement is in accordance with the License Certification, provide that the period is terminated before the expiration.
- (2) If Customer breach the provisions of this License Agreement or infringes the intellectual property rights of Company, Company shall have the right to rescind this License Agreement and terminate the Customer's right to use the Software.

6. Expiration or Termination

- (1) At the termination or expiration of this License Agreement, Customer shall delete the Software installed in Customer's computer immediately and then provide the certificate of deletion created by the process of the Software to Company.
- (2) Customer shall delete or return the Related Documentation and submit the certificate of deletion to Company within one (1) week after the termination or expiration of this License Agreement.

7. Font Time-limited Technology

Customer agrees that Company shall have right to add the process of font time-limited technology (hereinafter referred to as "Font Time-limited Technology") to the Software. Provide that Customer doesn't delete or uninstall the Software within one (1) weeks after the termination or expiration, and no renewal of this License Agreement, Font Time-limited Technology shall make the Software not available. Customer shall not raise an objection on Font Time-limited Technology.

8. Notice

Provide that Customer's registered information is changed in licensed period, Customer shall notice Company in writing or by e-mail.

9. General Provisions

- (1) This License Agreement constitutes all term in reference to the Software.
- (2) If Customer breach this License Agreement, the Company shall have the right to request the Customer to remedy for any loss and damage, including, without limitation, compensation awarded by a court judgment or a settlement accepted by the Company and reasonable attorney fees incurred by Company.
- (3) This Agreement shall be governed by and construed in accordance with the laws of Hong Kong Special Administrative Region.
- (4) In the event any dispute arises out of or in connection with this License Agreement, both parties agree to submit the dispute to the exclusive jurisdiction of the District Court of Hong Kong Special Administrative Region as the court of first instances of trial.
- (5) In the event any provision of this Agreement shall be void, the remaining provisions of this Agreement will remain in full force and effect.
- (6) If there is any modification of this License Agreement, Company may notice Customer in accordance with the personal information registered on the License Certification within thirty (30) days before the modification effected. If Customer doesn't agree the modification of this License Agreement, please stop using or uninstall the Software in accordance with the Article 6 of this License Agreement. While Customer doesn't stop using or uninstall the Software, Customer shall be considered to agree the modification and have obligation to comply with all the term of this License Agreement.