

Typodermic Font Software for Desktop End User License Agreement

Version v260817

Effective date: **August 17, 2026**

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7.1 Duration

This Agreement begins when the Licensee first accepts it. Subject to this Section, the license is perpetual and has no expiry, renewal, subscription, or recurring fee.

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Typodermic may terminate this Agreement by written notice if the Licensee or a Licensed Desktop User materially breaches it.

If a breach is capable of cure, the notice will describe the breach and the Licensee will have 14 days after receipt to cure it. Typodermic may terminate immediately for an intentional or repeated unauthorized distribution, embedding, circumvention, or modification of the Font Software, or if a breach cannot reasonably be cured.

7.3 Effect of termination

Upon termination or voluntary surrender, the Licensee must stop all Use and permanently delete or destroy every copy of the Font Software under the Licensee's possession or control, including backups. Termination does not affect claims arising from an earlier breach.

Sections 4, 5, 6, 7.3, 8, and any provision that by its nature should survive will continue after termination.

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8.1 Governing law

This Agreement and any dispute arising from it are governed by the laws of British Columbia and the federal laws of Canada applicable there, without regard to conflict-of-laws rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

Mandatory rights available to the Licensee under applicable consumer or other law are not excluded by this choice of law.

8.2 Informal resolution

Before starting a formal proceeding, the parties are encouraged, but not required, to exchange written notice describing the dispute and requested resolution and to attempt in good faith to resolve it.

Typodermic may be contacted at fontsupport@typodermicfonts.com. This Section does not delay a limitation period or restrict either party's legal rights.

8.3 Courts and jurisdiction

Subject to any mandatory right under applicable consumer or other law, the courts of British Columbia and the federal courts of Canada sitting in British Columbia have exclusive jurisdiction over disputes arising out of or relating to this Agreement. The Licensee and Typodermic submit to the jurisdiction of those courts.

If applicable law gives the Licensee a non-waivable right to bring a claim in another court or tribunal, or makes an exclusive-jurisdiction provision unenforceable, that right is preserved.

8.4 Interim and intellectual-property relief

Nothing in this Agreement prevents either party from asking a court with jurisdiction for interim, conservatory, or injunctive relief when reasonably necessary to protect rights or prevent irreparable harm, including relief concerning unauthorized distribution, modification, or embedding of the Font Software.

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If a provision is invalid, illegal, or unenforceable, it will be interpreted or limited to the minimum extent necessary to make it enforceable where possible, and the remaining provisions will continue in effect. A failure or delay in enforcing a provision is not a waiver. Headings are for convenience and do not limit the text.

8.9 Notices and electronic records

Written notices to Typodermic may be sent to fontsupport@typodermicfonts.com or:

Typodermic Fonts Inc.

901 1-2-10 Hirako

Minami-ku, Nagoya

Aichi 457-0001

Japan

A notice to the Licensee may be sent to the latest contact address the Licensee supplied to Typodermic, if any. Notices may be delivered by email or another written method that provides a record of transmission. The Licensee agrees that this Agreement and related records may be retained and delivered electronically.

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