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In the event that, within ten (10) days after the effective date of this Agreement the Font Software provided to you is discovered to be corrupted or otherwise flawed through no act or omission on your part, and provided that such defect can be reproduced by Sharp Type during its review of the Font Software, we may, in our sole discretion, elect to either provide you with a replacement copy of the then-current Font Software, or refund to you the License Fee we have received from you. This replacement or refund shall take place in due course.

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In the event that a third party brings a claim against us in connection with your use of the Font Software or this EULA, you agree to indemnify and hold Sharp Type harmless from all claims, judgments, liabilities, expenses, or costs arising in connection with such claim.

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IX. Miscellaneous/Legal

- A. **Governing Law, Jurisdiction.** This EULA is governed by the laws of New York, without regard to New York's conflict or choice of law provisions. Any action or proceeding arising from this Agreement will be heard exclusively in the courts located in the City, County and State of New York. You further agree that you will not initiate, participate in, or join as a class member, any class action or arbitration proceeding arising from or relating this EULA or the Font Software.
- B. **Severability.** If any provision of this EULA shall be held to be invalid or unenforceable, the remainder of this EULA shall remain in full force and effect. To the extent any express or implied restrictions are not permitted by applicable laws, these express or implied restrictions shall remain in force and effect to the maximum extent permitted by such applicable laws.
- C. **Audit.** We may, at any time, request an audit in order to confirm that you are complying with the terms of this EULA. Within 10 days after receiving a notice of audit from Sharp Type, you will provide a certified statement of the computers, servers, websites, applications or other sources where the Font Software may reside, be saved or be accessed, (with all identification information, including serial or other identifying numbers), and you will permit Sharp Type or its designated agent to inspect (in person or via remote access) during normal business hours the Font Software and your facilities, machines, and records to verify your compliance with this EULA. In the event the audit reveals any noncompliance, you will make payment to Sharp Type within fifteen (15) days in connection with any applicable units of the Font Software, provided, however, that this will not limit Sharp's rights and remedies. The obligations and terms set forth in this section will survive termination of this Agreement for a period of one (1) year.
- D. **Amendment.** This EULA may not be modified without the written consent of Sharp Type Co. However, please note that, in consideration of the fact

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- E. **Merger.** This EULA (and any addenda purchased or provided herewith) constitutes the entire understanding between you and Sharp Type, and supersedes all previous agreements, promises, representations and negotiations between you and Sharp Type concerning the Font Software.
 - F. **Assignment.** While your obligations under this EULA are binding on your heirs, successors and assigns, please note that you may not assign or transfer this EULA – even to a successor in interest to your organization, any parent company, or other business. On the other hand, Sharp Type reserves the right to assign its interests under this EULA and the Font Software in its sole and absolute discretion.
 - G. **Termination/Fees.** In the event that you violate this EULA (including the termination or audit provisions), you agree to pay Sharp Type’s reasonable attorneys’ fees incurred in connection with any audit, action or proceeding relating to such violation. This provision will survive termination of this EULA for any reason.
 - H. **Waiver.** Sharp Type Co.’s failure to enforce any provision of this agreement will not constitute a waiver and, in fact, no waiver of any provision or right set forth in this EULA will be effective unless set forth in a writing signed by the party against whom the waiver is to be enforced.
- X. Thanks!**
- Thank you for choosing to license a Sharp Type font. We sincerely hope that you will think of Sharp Type Co. in connection with your future (expanded) typeface needs. If you have any questions about this EULA, please email us

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