

OPEN LICENSE AGREEMENT
FOR COMMERCIAL USE OF FONT SOFTWARE
UNDER INTELLECTUAL PROPERTY OF BILLY ARGEL FONTS

Preamble of this Agreement

LICENSE AND FONT SOFTWARE

This Agreement licenses the Licensee to use this software according to the Preamble and Clauses of this Agreement.

The Licensee agree to treat the Font Software as confidential information. The Licensor does not give permission to Licensee to transfer, sell, license, lend, file share, lease, sub-license or distribute any Font Software downloaded from Billy Argel Fonts (billyargel.com).

The Licensee agree not to edit, modify, reformat, translate, hack or otherwise discover the Font files. The Licensee agree not to alter the copyright notices as contained in the Font Software code. Any manipulation, violation of use, or Font pirating activity will result in legal action and prosecution.

With this Agreement, Billy Argel Fonts (billyargel.com) provides to Licensee a non-exclusive license to use the Font Software on the number of licenses by the number of licenses the Licensee have chosen in the process of cart page buying (in billyargel.com).

PERMITTED USES FOR THIS LICENSE

One "Open License" allows Licensee to install and use the font software licensed on any device and / or for any purposes of the company, organization or person described on the purchase invoice issued by Billy Argel Fonts (billyargel.com).

Clauses of this Agreement

1 - The designation and description of the participants in this agreement

- **1.1** - Henceforth, in this agreement, is called "LICENSOR", Billy Argel Fonts through his commercial site (web page) called "Billy Argel Fonts," which has the following domain name on the Internet: billyargel.com.
- **1.2** - Henceforth, in this agreement is called "LICENSEE", the buyer of individual license(s) to use graphic fonts for commercial purposes, represented in the purchase invoice issued by the site "Billy Argel Fonts" (billyargel.com).

2 - The acquisition by the "LICENSEE" of the individual license for commercial use of graphic fonts designed by "LICENSOR"

- **2.1** - "LICENSOR" and the "LICENSEE" accept as legal and representative document of acquisition of this individual license for commercial use, the invoice issued by the "LICENSOR" and confirmed as paid by way of non-cancellable by "LICENSEE".
- **2.2** - The invoice issued by the "LICENSOR" in favor of "LICENSEE", will bring the name and describe the amount of commercial licenses purchased for each graphic font of artistic creation of the "LICENSOR".
- **2.3** - The number of single individual commercial licenses of each font is represented, in the invoice, by their units, i.e., the "LICENSEE" acquires the amount of commercial licenses represented by the units in the invoice issued by the "LICENSOR".

3 - Obligations and rights derived from this Agreement

- **3.1** - Each license for commercial use of graphic font specified on the invoice, acquired by the "LICENSEE", granting the following rights and obligations of/or commercial use to the "LICENSEE" specified in the purchase invoice of individual commercial licenses:
- **3.2**- A single license allows the "LICENSEE" to create images on any surface such as paper, computer monitors, photos, printed material, T-shirts and any other surfaces or purposes
- **3.3**- An individual license grants to the "LICENSEE" the right to transform or distort characters for artistic purposes and is limited to the stipulated in the other clauses a Preamble of this Agreement.
- **3.4** - The individual license does not entitle updates subsequent to the date of the invoice issued by the "LICENSOR".
- **3.5** - The "LICENSEE" cannot, in any manner and/or by any means (software or computer codes editors for example), change or modify the source code of graphic fonts licensed by this Agreement.
- **3.6** - The "LICENSEE" with the final and non refundable purchase of a commercial use license of a particular graphic font, and after having available the link to download the font file in the web page user account ("site") of billyargel.com, accepts and agrees that, as the model of acquired licensed font, the font assembly may contain or not uppercase, lowercase, accents, symbols and/or other characters. To do so, he accepted and has knowledge of the content of the set of characters available for the particular font from which he acquired the license for commercial use.
- **3.7** - The "LICENSEE" accepts and agrees to all other copyrights rights of the "LICENSOR" on protected by this agreement and all other covered by laws of protecting copyrights, locally (Federative Republic of Brazil) and internationally, of the graphic artist Adherbal Argel, known as Billy Argel.
- **3.8** - The "LICENSEE" agrees that the acquisition of License grants only the right to use the graphic font acquired under this agreement, as stipulated and limited to this Agreement and not granting or transferring any ownership rights over artistic creation, graphic work, source codes or any other that is part of the technological and creative set of graphic font that has been license purchased under this Agreement.

4 - The beginning and end of completeness and validity of this agreement

- **4.1** - This agreement between the "LICENSOR" and the "LICENSEE" starts from the date of issue of the invoice to purchase the "License(s) Agreement for Commercial Use of Graphic Fonts" together with the confirmation of the non-cancellable payment of invoice that purchases license(s) for commercial use of graphic fonts, issued and confirmed by the "LICENSOR".
- **4.2** - This agreement has no termination date.

5 - Immediate Penalties of this Agreement without prejudice to any other that may be taken if necessary.

- **5.1** - The "LICENSOR" is given the right, and the "LICENSEE" agrees, that this agreement will be terminated automatically, without the need for other procedures, whenever the "LICENSEE" does not fulfill any of the obligations agreed to in this Agreement.
- **5.2** - If any breach of this agreement by either party occurs, the "License for Commercial Use of Graphic Fonts" covered by this Agreement will be canceled automatically without any need of informal, formal, legal proceedings or of any nature.

6 - Jurisdictions for this Agreement

Billy Argel Fonts (billyargel.com) is established in São Paulo, Brazil. So this Agreement is governed by Brazilian copyright laws among others. Licensee agrees that the Licensor may, in its sole discretion, choose the jurisdiction of the courts of Brazil or any other to resolve any breach of clauses or the preamble of this Agreement.

7 - Changes to this Agreement

The Licensor operates in a market environment with frequent technological changes, because of this the Licensor reserve the right to change this Agreement at any time. Changes in this Agreement will be posted on the site billyargel.com and will be effective immediately after publication. The changes will be valid for new license purchases from this date.

The Licensee agree that are aware of the last published Agreement when buying licenses.

This Agreement is the entire agreement and together with the invoice issued by Billy Argel Fonts in billyargel.com site and irrevocable proof of payment through PayPal to the account identified by the e-mail address billyargel@gmail.com represent the entire agreement between Licensee and Licensor.

Licensee agrees and declares that it is acquiring the license and the correct amount of licenses for the proposed use.

******* END OF THE TEXT OF THIS AGREEMENT *******