

**Handwriting Success, LLC**  
**Getty-Dubay® Italic Teacher Companion**  
**End User License Agreement (EULA)**

Thank you for purchasing a license from Handwriting Success, LLC as specified on your purchase receipt. Please take the time to read and understand this license prior to using the Teacher Companion.

By downloading this Getty-Dubay® Italic Teacher Companion PDF (Product) you agree to be bound by the terms of this Agreement. You should keep your receipt from the purchase of the license from Handwriting Success, LLC or its distributors. The receipt, in conjunction with this Agreement, constitutes the full contract between you and Handwriting Success, LLC. Product means the Product in whole or in part.

### 1. Permitted Uses

You are permitted to use the licensed Product to reproduce the material as needed for a single classroom, provided that you do so in conjunction with use of the Getty-Dubay Italic Handwriting Series Books A, B, C, D, E, F or G.

You are not permitted to sell licensed Product.

You are not permitted to share or distribute licensed Product.

You are not permitted to create new product(s) for resale, sharing or distribution using any part of the licensed Product.

### 2. Grant of license

The Single-User License allows storage of the licensed Product on a single device at one home or one classroom. When used in a classroom setting, whether a virtual classroom or otherwise, the Single-User License does not include storage on student-owned computers or devices.

### 3. Transfer and Third Party use

You may not transfer the license to another party. The licensed Product may not be provided to a printing service.

You may not share or distribute the licensed Products or make them accessible to any third parties.

You are not permitted to embed the licensed Product into a computer application, game, electronic planner, or any other platform.

### 5. Modifications

You must not modify, adapt, translate, reverse engineer, decompile, disassemble to create derivative works based on the licensed Products.

### 6. Copyright

The Product is copyright and contains proprietary information belonging to Handwriting Success, LLC. UNAUTHORIZED COPYING, EVEN IF MODIFIED, SEGMENTED, MERGED, OR INCLUDED WITHIN OTHER SOFTWARE, WRITTEN OR PRINTED MATERIALS, IS EXPRESSLY FORBIDDEN. YOU MAY BE HELD LEGALLY

RESPONSIBLE FOR ANY INFRINGEMENT OF THE INTELLECTUAL PROPERTY RIGHTS BY YOUR FAILURE TO ABIDE BY THE TERMS OF THIS AGREEMENT.

### 7. Trademark

Getty-Dubay is a registered trademark of Handwriting Success in the United States of America.

### 8. Termination

This Agreement is effective until terminated. This Agreement will terminate automatically without notice from Handwriting Success, LLC if you fail to comply with any provision contained herein. Upon termination, you must destroy the written materials, files, and printed material, in part and in whole, including modified copies, if any. Termination of the Agreement does not preclude Handwriting Success, LLC from seeking damages and/or criminal prosecution for breach of contract, trademark infringement or copyright infringement.

### 8. Disclaimer and Limited Warranty

Handwriting Success warrants the Product to be free from defects in materials and workmanship under normal use for a period of twenty one (21) days from the date of delivery as shown on your receipt. Handwriting Success's entire liability and your exclusive remedy as to a defective product shall be, at Handwriting Success's option, either return of purchase price or replacement of any such product that is returned to Handwriting Success with a copy of the invoice. Handwriting Success shall have no responsibility to replace the product or refund the purchase price if failure results from accident, abuse or misapplication, or if any product is lost or damaged due to theft, fire, or negligence. Any replacement product will be warranted for twenty one (21) days. This warranty gives you specific legal rights. You may have other rights.

Except as expressly provided above, the product, is provided "as is". Handwriting success makes no warranty of any kind, either expressed or implied, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose. The entire risk as to the quality and performance of the product rests upon you. Handwriting Success, LLC does not warrant that the functions contained in the product will necessarily meet your requirements or that the operation of the PDF document will be uninterrupted or error free.

Handwriting Success, LLC shall not be liable for any direct, indirect, consequential, or incidental damages (including damages from loss of business profits, business interruption, loss of business information, and the like) arising out of the use of or inability to use the product even if handwriting success has been advised of the possibility of such damages.

### 9. Governing Law

This agreement is governed by the laws of the State of Oregon, United States of America, even in the event that the exertion or breach of contractual rights takes place in a foreign country.