

## End User License Agreement

By downloading, installing and/or embedding font software ('Font') offered by Foundry 5 Limited or its distributors, you ('Licensee') agree to be bound by the following terms and conditions of this End User Licensing Agreement ('EULA'):

### 1. Rights Granted

Foundry5 grants Licensee a perpetual, worldwide, non-exclusive and non-transferrable license to:

#### Desktop

- a. Use the Font to create and distribute graphics, logos, and artwork for display on any surface including computer screens, television screens, paper, physical products, or any other surface. The created graphics may be a fixed size (e.g. JPG, PNG, etc.) or a static vector (e.g. SVG, EPS, etc. made with a 'create outlines' tool).
- b. Embed or link the Font in accordance with the rules described in Section '2', under Desktop sub section 'c', of this EULA.

#### Ebook

- a. Embed the Font into an unlimited number of copies, format types, and subsequent versions of Ebooks.
- b. Modify or convert the Font to improve the font's appearance or performance in an Ebook.

#### Webfont

- a. link the Font to websites using the @font-face selector in CSS files.

#### Applications

- a. Access the Font as set out in this EULA;
- b. Embed the licensed Font into an unlimited number of copies and subsequent versions of the Application(s) ('App' or 'Apps');
- c. Port the app to any other platform or console (iOS, Windows, Android, Linux, Playstation, Xbox, etc.); and
- d. Subset or convert the Font format to improve the Font's performance in the App.

## **2. Requirements and Restrictions**

Licensee agrees to abide by the following requirements and restrictions:

### **Desktop**

- a. Licensee may not use the Font to create alphabet or letterform products for resale where the product consists of individual letterforms, including rubber stamps, die-cut products, stencil products, or adhesive sticker alphabet products where the likeness of the Font can be reproduced and the end-user of said products can create their own typesetting. An extended license may be available for an additional fee.
- b. The Font may be simultaneously used by no more than the number of users specified in the Invoice. A 'user' is a single person or single machine, at the discretion of the Licensee. All users must belong to the same company or household purchasing the font except for temporary use by third parties as described in Section 3 'Provision to Third Parties' of this EULA. The Font may be installed on a server for the purpose of deploying to licensed users with all user restrictions listed above still applying.
- c. Documents embedding (including PDF, Microsoft Word® & Microsoft Powerpoint®) the Font and sent to third parties, must be read-only by those recipients. Documents embedding the Font and created for in-house use or sent to third parties working on behalf of the Licensee as described in Section 3 'Provision to Third Parties' may be editable.

### **Ebook**

- a. Licenses may embed the Font in ONLY the number of Ebook titles indicated in the Invoice.
- b. When the Licensee uses the Font provided by Foundry5 under this EULA, and the Font file is distributed as part of an Ebook, the Font must be embedded within an archive file format that obscures the original data using compression, encryption, or obfuscation. Valid archive formats for the that meet these criteria include, but are not limited to, PDF, EPUB 2.01, EPUB 3, and KF8.
- c. The Font must take the form of a non-executable file that is interpreted by e-reading software or e-reading devices.
- d. The Font may not be installed in the operating system on which the Ebook runs.

### **Webfont**

- a. Licensee must use the Font provided by Foundry5 under this EULA. Licensee may not link to the full, CFF OpenType or TrueType font designed for desktop installation.
- b. Licensee must include the entire commented header in the provided CSS file.
- c. The total traffic of the Website(s), measured in pageviews per month, may be no greater than the number of pageviews specified

in the Invoice.

d. Licensee may only install the Webfont on Websites that it owns or controls.

e. Licensee may embed Webfont in reports generated by the Website(s), provided that Licensee does not sell the reports for profit.

### **Application**

a. Licensee may embed the Font into ONLY the number of Apps specified in the Invoice.

b. Licensee may not redistribute the Font with the App's source code.

c. Licensee may not install the Font in the operating system the App runs on.

d. Licensee may not embed the Font in an App that enables an end user to create custom typesetting with the Font (e.g. Photoshop Express for iOS, etc.).

e. Licensee may embed the Font in reports that the App saves or exports, provided that the reports are not sold for profit.

f. Licensee may only embed the Font into Apps that it owns or controls.

### **3. Provision to Third Parties**

The Licensee may temporarily provide the Font to a graphic designer, printer, agent, producer, publisher, independent contractor or other agent who is working on behalf of the Licensee. The Agents temporarily using the font are treated as licensed users and count toward the number of users specified on the Invoice. In the case of a single user license, the Licensee may temporarily provide the Font to a single third party without violating this EULA.

The third-party must:

a. Agree in writing to use the Font exclusively for Licensee's work, according to the terms of this EULA.

b. Retain no copies of the Font upon completion of the work.

### **4. Term**

This EULA grants a perpetual license for the rights set forth in Section 1, 'Rights Granted,' unless and until the EULA terminates under Section 8, 'Termination.' Foundry5 will not charge additional fees post purchase, annually or otherwise.

### **5. Other Usage**

Licenses for other uses not allowed by this EULA may be available for an additional fee. Contact Foundry5 for more information.

### **6. Modifications**

Licensee may not modify the Font or create derivative works based upon the Font without prior written consent from Foundry5 EXCEPT THAT Licensee may generate files necessary for embedding or linking in accordance with this

EULA.

## **7. Intellectual Property Rights**

The Font is protected by intellectual property law including copyright law. Foundry5 and its directors are the sole, exclusive owner of all intellectual property rights, including rights under copyright and trademark law. Licensee agrees not to use the Font in any manner that infringes the intellectual property rights of Foundry5 or violates the terms of this EULA. Licensee will be held legally responsible, and indemnifies Foundry5, for any infringements of Foundry5's intellectual Property Rights or any third-party Intellectual Party Rights caused by failure to abide by the terms of this EULA.

## **8. Termination**

This EULA is effective until terminated. If Licensee fails to comply with any term of this EULA, Foundry5 may terminate the EULA with 30 days notice. This EULA will terminate automatically 30 days after the issuance of such notice. The termination of the EULA does not preclude Foundry5 from suing you to seek damages for breach of the EULA.

## **9. Warranty and Limitation of Liability**

Foundry5 warrants to you that the Font will perform substantially in accordance with the documentation for ninety (90) day period following delivery of the Font. If the Font does not perform substantially in accordance with the documentation, the entire, exclusive and cumulative liability and remedy shall be limited to the refund of the licence fee you paid to Foundry5 for the Font.

Additionally, Foundry5 warrants that it has the right to license the Font to licensee. In the case of breach of this warranty, the entire, exclusive and cumulative liability and remedy to Licensee shall be (at the sole discretion of Foundry5): (a) to replace the Font with the correct licence; or (b) to refund the licence fee paid by the Licensee to Foundry5 for the Font.

The Font is provided 'as is.' Except for the limited previous warranty, Foundry5 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. Foundry5 shall not be liable for any direct, indirect, consequential, or incidental damages (including without limitation damages from loss of business profits, business interruption, loss of business information, and the like) even if Foundry5 or the foundry has been advised of the possibility of such damages.

Foundry5's entire liability under this EULA shall be limited to £100 (save for in claims for death or personal injury).

## **10. Refunds**

Foundry5 will, at the User's request, provide a refund for the Font if:

- a. The Font has not been used in any published or released work.
- b. No more than 30 days have passed since the date of purchase, specified on the Invoice.
- c. The Font has been uninstalled and deleted from all Licensee's computers.

**11. Governing Law**

This EULA is governed by the laws of England and Wales and the courts of England and Wales shall have the exclusive jurisdiction to settle any dispute or claim arising out of or in connection with it or its subject matter (including non-contractual disputes)

**12. Entire Agreement**

This EULA, in conjunction with the invoice ('Invoice') that accompanies each Font licensed from Foundry5 or its distributors, constitutes the entire agreement between Foundry5 and Licensee and supersedes and extinguishes all agreements and understandings between Licensee and Foundry5 (rather written or oral) on the subject matter in the Invoice.

**13. Modification**

The Parties may modify or amend this EULA in writing.

**14 Waiver**

The waiver of one breach or default hereunder shall not constitute the waiver of any subsequent breach or default.