End User License Agreement

1   Purpose

Fontfabric Ltd ("Fontfabric", "we" or "us"), together with its wholly owned subsidiaries are professionals in the field of **Font** creation and design. These Terms are between you and the **Fontfabric** that owns all right to the **Font Software** you have purchased.

"**Customer**" means the entity you represent in accepting this **Agreement** or, if that does not apply, you individually. If **You** are using the **Font Software** on behalf of Your employer or as a consultant or agent of a third party (collectively **"Your Company"**), You represent and warrant that **You** have the authority to act on behalf of and bind **Your Company** to the Terms of this **Agreement** and everywhere in this **Agreement** that refers to **Customer**, shall also include **Your Company**.

2   Terms of the Agreement

2.1   Licences

Subject to the terms and conditions of this **Agreement**, **Customer** shall have a non-exclusive, non-assignable, non-transferable (except as expressly permitted) license to install, access and Use the **Font Software**. **Fontfabric** reserves all rights not expressly granted to you in this **Agreement**. **Customer** may allow its **Authorized Users** to use the **Font Software**, and they are responsible for their compliance with this **Agreement** and any restrictions stated in the applicable **Invoice**.

2.2   Invoice

The **Font Software** shall be ordered by **Customer through Fontfabric Marketplace**. **Fontfabric** would issue each **Customer** an **Invoice**, that would include at a minimum the name of the **Font**, Type of license, any license restriction.

2.3   Acceptance

This **Agreement** shall be effective upon the date that **Customer** receives **Font Software** (hereinafter "Effective Date"). Complete execution of this **Agreement** is contingent upon **Customer's** tender of the **Fee** to **Fontfabric** or **Fontfabric's** authorized representatives.

2.4   Changes to the Terms

The last revision of this **Agreement** is set forth at the top of this **Agreement**. As we add new features, we may revise or supplement this **Agreement**. We will provide you with advance notice of material revisions to this **Agreement**. We will not make revisions that have a retroactive effect unless we are legally required to do so. Your continued use of the **Font Software** after the new revision constitutes your acceptance of this **Agreement**, as amended.

3   Customer rights and responsibilities

3.1   Obligations

Customer shall use its best efforts to ensure that each user of the **Font Software** abides by the terms and conditions of this **Agreement**. **Customer** further agrees to distribute to each **Authorized User** of the **Font Software** a copy of this **EULA**. **Customer** may copy this EULA as necessary to ensure distribution to each Authorized User of the Font Software.

3.2   Verification of Use

Customer will monitor its own use of the **Font Software** and report any use in excess of the licensed volume. **Fontfabric** may monitor use to verify compliance with license restrictions, volume and the **Agreement**.

4   Use Conditions

4.1   General

The **Font Software** is and remains property of **Fontfabric**. As a licensed **Entity** it is important that you read and adhere to the following section and its conditions of use.

You are permitter only one backup copy of the **Font Software**. Reformatting or regenerating the **Font Software** for compatibility with another operating system is not allowed unless such use is expressly permitted. Removing the public metadata and private data blocks included in the **Font Software** is strictly forbidden.

The copying of any written material which may accompany the **Font Software** is not permitted. The **Font Software** and any accompanying written material are protected by Copyright and other International Treaties. Unless otherwise noted, all copyrights and trademarks are the property of **Fontfabric**.

4.2   Use Limitations

You must ensure that all use of the **Font Software** conforms to, and does not deviate from, (a) the limits on usage to which you agree in the course of ordering those products; and (b) the terms and conditions contained in the **Agreement**.

4.3   No Copying or Distribution

No copying or distribution of any of the **Font Software** may be made, except as expressly provided in this **Agreement**. Without prejudice to such obligation, you shall ensure that all copies and distributions of **Font Software** include the same copyright and other proprietary notices as appear on the original file, which we make available. All copies of the **Font Software** must be kept under your exclusive control.

4.4   No Decompilation or Modification

Customer may not recompile, reverse engineer, disassemble, modify in any other way the **Font Software** or creation of any derivative work in whole or in part. If **Customer** is located in a European Union member country or any other country which provides rights materially similar to the rights set forth in this provision, **Customer** may reverse engineer or decompile the **Font Software** only to the extent that sufficient information is not available for the purpose of creating an interoperable software program but only for such purpose and only to the extent that sufficient information is not provided in a timely manner free of charge by **Fontfabric** upon written request.

5   Third party use

5.1   Customer obligations

Customer has the right to provide the **Font Software** for temporary use to a designer or another agent working on behalf of the **Customer**, unless otherwise specified. Third Parties may use the **Font Software** exclusively for **Customer's** work only if they agree by the terms and conditions of this **Agreement**. **Customer** agrees to distribute to each **Third Party** working on their behalf with the **Font Software** a copy of the **Agreement**. Upon completion of the work **Third Parties** should not retain any copies of the **Font Software**.

5.2   Third Party obligations

Third Parties are allowed to use the **Font Software** according to the terms of the **Agreement** between **Fontfabric** and **Customer**. **Third Parties** use the **Font Software** only for the completion of work allocated to them by the **Customer**.

Third Parties shall certify to **Customer** and **Fontfabric,** in writing, that they do not retain any copies of the **Font Software** and that all copies have been destroyed.

Third Parties may not:

- decompile, reverse engineer, disassemble, modify, create derivative works, i.e., the creation of different weights or styles of the font(s),
- lend, rent, sub-license or distribute, in whole or in part, to another third party (friends, relatives, service bureaus),
- reform or regenerate the **Font Software** for compatibility with another operating system,
- remove the public metadata and private data blocks included in the **Font Software**,
- copy any written material which may accompany the **Font Software**.

6   Fontfabric rights and responsibilities

6.1   General

Fontfabric shall deliver the **Font Software** (which includes the agreed fonts and the full documentation) in the time agreed with the **Customer**. **Fontfabric** represents and warrants that it either owns fully and outright, or otherwise possesses and has obtained, all rights, approvals, licenses, consents and permissions as are necessary to perform its

obligations and to exercise its rights hereunder. The **Fontfabric** hereby represents and warrants that it owns all rights, titles, and interest in the **Font Software**, and they do not infringe the Intellectual property rights of any third party.

6.2   Protection of the Font(s) and Font Software

Fontfabric has the right to request proof for **Customer's** compliance with the terms and conditions of this **Agreement**. Within thirty (30) days of a request by **Fontfabric**, **Customer** agrees to certify in writing that the use of the **Font Software** at the time of the request is in conformity with this **Agreement**. **Customer** acknowledges that if their use exceeds the grant of the license and its restrictions as specified in this **Agreement**, they are required to buy a license that reflects the actual use of the **Font Software**.

Customer shall take all reasonable steps to safeguard the **Font(s)** and the **Font Software** from any unauthorized use, duplication, sub licensing or distribution. Furthermore, **Customer** and the **Third Party** are responsible for ensuring the **Font Software** can only be used in a manner allowed by this **Agreement**. The failure to adequately protect the **Font Software** against use in any manner not contemplated in this **Agreement** shall be considered a failure to comply with its terms and will result in the termination of this **Agreement**.

6.3   Audit

You agree that if **Fontfabric** have reasonable grounds for suspecting that this **Agreement** is being or has been infringed, we have the right to require an audit of the use of the **Font** and the **Font Software**. Within fifteen (15) days of a request, **Fontfabric** has the right to inspect your systems and devices in order to verify that your use of the **Font** and the **Font Software** is in conformity with this **Agreement**. You agree to fully cooperate with **Fontfabric's** audit and provide **Fontfabric** with all requested records and information that would verify your use.

If **Fontfabric** determines that your use is in violation of this **Agreement** and the applicable Invoice, you acknowledge and agree that you are required to buy a license that would bring your use into compliance. **Fontfabric** reserves the right to seek any other remedies available at law or in equity.

6.4   All Rights Reserved

The **Font Software** is the exclusive property of the **Fontfabric**. The **Font Software** contains copyrighted material, trade secrets and other proprietary material. The **Font Software** is protected under the laws of the Republic of Bulgaria and other International Treaty Provisions. This **Agreement** shall not be construed as transferring any rights other than those expressly permitted herein. **Fontfabric** reserves all copyrights, trademarks and any other form intellectual property rights in and to the **Font Software**.

7   Privacy and Information

7.1   Confidentiality

"Confidential Information" means all information disclosed by **Fontfabric** to the **Customer**, whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. **Confidential Information** includes the terms and conditions of this **Agreement** and all **Invoices** (including pricing). **Confidential Information** also includes business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by **Fontfabric**.

Customer shall, on behalf of itself and all **Authorized Users**, retain all **Confidential Information** furnished by **Fontfabric** in connection with or derived from the **Font Software** in strictest confidence and shall not publish or disclose such **Confidential Information** at any time during the term of this **Agreement** or after its termination.

7.2   Data protection

Fontfabric will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of **Customer** data. Those safeguards will include, but will not be limited to, measures designed to prevent unauthorized access to or disclosure of **Customer**. Except with respect to a free trial, the terms of the data processing addendum at **Privacy and DPA page** are hereby incorporated by reference and shall apply to the extent **Customer** data includes Personal Data, as defined in the DPA.

8   Invoices and Payment

8.1   Pricing and Payment

You undertake to provide accurate and current information about yourself – including your correct name, address and any other requested details - in the course of ordering **Font Software**.

Customer will provide **Fontfabric** with valid and updated bank card information or alternative document reasonably acceptable to **Fontfabric**. If **Customer** provides bank card (credit card, debit card, virtual card etc.) information to **Fontfabric**, **Customer** authorizes **Fontfabric** to charge such bank card for all **Font Software** and licenses listed in the **Invoice**. **Customer** ensure that they are fully entitled to use that card, and it has available funds sufficient to cover the charges which are deducted from it.

8.2   No Refunds

All amounts are non-refundable, non-cancellable and non-creditable.

9   Tax

Fees and other charges stated in the **Invoice** will not include taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"), all of which will be for **Customer's** account. **Customer** is responsible for all taxes, other than **Fontfabric's** income and payroll taxes. **Customer** must provide to **Fontfabric** any direct pay permits or valid tax-exempt certificates prior to ordering the **Font Software**. If **Fontfabric** has the legal obligation to pay or collect Taxes for which **Customer** is responsible under this section, **Fontfabric** will invoice **Customer** and they will pay that amount unless **Customer** provides **Fontfabric** with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, **Fontfabric** is solely responsible for taxes assessable against it based on its income, property and employees.

10 Termination and Cancellations

10.1 Termination

10.1.1 Termination for Cause

We may terminate this **Agreement** for any material breach of this **Agreement** by **Customer** upon thirty (30) days written notice. The written notice shall identify the alleged breach(es) by **Customer** and request a cure. If you fail to comply with the EULA within this time period, the **Agreement** will terminate automatically.

Either party may terminate this **Agreement** if the other party ceases operation without a successor or seeks protection under any bankruptcy, receivership, trust deed, creditors' arrangement, composition or comparable proceeding, or if any such proceeding is instituted against that party (and not dismissed within sixty (60) days thereafter).

10.1.2 Termination for Convenience

This **Agreement** may be terminated by you at any time by destroying the **Font Software**, together with any printed materials and copies.

10.2 Consequence of termination

Upon termination of this **Agreement** for any reason, **Customer** is required to destroy or return to **Fontfabric** all original **Font Software** and any accompanying written material. **Customer** shall also certify to **Fontfabric** that all copies of the **Font Software** have been destroyed. In the event of termination due to breach by **Customer**, nothing herein shall be construed as a waiver of any of **Fontfabric's** rights or remedies under Equity or Law.

11 Liability and Indemnities

11.1 Warranties

11.1.1 Mutual Warranties

Each party represents and warrants that it has the legal power and authority to enter into this **Agreement**.

11.1.2 Our Warranties

The **Font, Font Software** and related documentation are provided "as is". The entire risk as to the quality and performance of the **Font Software** rests upon you. There are no warranties and conditions, express or implied, including but not limited to any implied warranties of merchantability or fitness for a particular purpose, made by the **Fontfabric** with respect to the **Font Software**. ANY IMPLIED WARRANTY OR CONDITION CREATED BY LAW IS ONLY EFFECTIVE FOR A THIRTY (30) DAY WARRANTY PERIOD. THERE ARE NO WARRANTIES OR CONDITIONS OF ANY KIND AFTER THE THIRTY (30) DAY WARRANTY PERIOD. Some jurisdictions do not allow the exclusion or limitation of incidental, consequential, special damages, or implied warranties, so the exclusions noted above may not apply.

Otherwise, and to the extent permissible by law, **Customer** agrees that all implied warranties are not effective for more than thirty (30) days or the shortest period of time allowed by law, whichever is less.

11.2 Liability

11.2.1 Limitation of Liability

Customer expressly acknowledges and agrees that use of the **Font Software** is at **Customer's** sole risk. **Fontfabric** by no means can be responsible for third party error, damages or any other issues technical or not because of the using the **Font Software**. **Fontfabric's** liability to **Customer** shall in no event exceed the replacement cost of the **Font Software**.

Fontfabric 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 **Font Software**, even if **Fontfabric** has been advised of the possibility of such damages. Some states or jurisdictions do not allow the exclusions of limitations of incidental, consequential or special damages, so the limitations noted above may not apply to you.

12 Communication

All notices and communication will be in writing and given when delivered to the address set forth in the **Invoice**. All notices and communication will be addressed to the e-mails set forth in the last **Invoice**.

This correspondence shall be deemed as binding on the Parties. The Parties shall consider all correspondence or statements sent by e-mail as written. Papers, documents and e-mails received by the Parties before 6:00 pm Eastern European time on the respective business day shall be deemed to have been received on the same day. Papers, documents and e-mails received by the parties after 06:00 pm on the respective business day are considered to be received on the next business day.

13 Governing Law and Jurisdiction

13.1 Informal Resolution

In the event of any controversy or claim arising out of or relating to this **Agreement**, the parties will consult and negotiate with each other and, recognizing their mutual interests, attempt to reach a solution satisfactory to both parties. If the parties do not reach settlement within a period of sixty (60) days, either party may pursue relief as may be available under this **Agreement**. All negotiations pursuant to this Section will be confidential and treated as compromise and settlement negotiations for purposes of all rules and codes of evidence of applicable legislation and jurisdictions.

13.2 Governing Law and Jurisdiction

This **Agreement** will be governed by and construed in accordance with the applicable laws of the England and Wales. Each party irrevocably agrees that any legal action, suit or proceeding arising out of or related to this **Agreement** must be brought solely and exclusively in, and will be subject to the service of process and other applicable procedural rules of the courts in England and Wales, and each party irrevocably submits to the sole and exclusive personal jurisdiction of the courts in London, generally and unconditionally, with respect to any action, suit or proceeding brought by it or against it by the other party. In any action or proceeding to enforce a party's rights under this **Agreement**, the prevailing party will be entitled to recover its reasonable costs and attorneys' fees.

13.3 Injunctive Relief/Enforcement

Notwithstanding the provisions of the above Sections, nothing in this **Agreement** will prevent us from seeking injunctive relief with respect to a violation of intellectual property rights, confidentiality obligations or enforcement or recognition of any award or order in any appropriate jurisdiction.

13.4 Exclusion of UN Convention

The terms of the United Nations Convention on Contracts for the Sale of Goods do not apply to this **Agreement**.

14 Miscellaneous

14.1 Severability

If any provision of this **Agreement** is declared by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this **Agreement** shall continue in full force and effect, and the invalid

provision shall be replaced by **Fontfabric** with a valid and enforceable provision that most closely effects the intent of the invalid provision.

As used herein, "including" (and its variants) means "including without limitation" (and its variants). Headings are for convenience only.

14.2 No Waiver

A waiver of any breach of the **Agreement** is not deemed a waiver of any other breach.

14.3 Electronic Signature

Signatures in any electronic form (including e-mail or dedicated signature solutions) are deemed original signatures.

14.4 Assignment

Without **Fontfabric**'s prior written consent, **Customer** may not assign or transfer the **Agreement** (or any of its rights or obligations) to any party. **Fontfabric** may assign the **Agreement** to any of its **Affiliates**.

14.5 Relationship of the Parties

The parties are independent contractors, and no partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties is created by the **Agreement**.

14.6 Force Majeure

Any delay in performance (other than for the payment of amounts due) caused by conditions beyond the reasonable control of the performing party is not a breach of the **Agreement**. The time for performance will be extended for a period equal to the duration of the conditions preventing performance.

14.7 Entire Agreement

The **Agreement** constitutes the complete and exclusive statement of the agreement between **Fontfabric** and **Customer** in connection with the parties' business relationship related to the subject matter of the **Agreement**. All previous representations, discussions, and writings (including any confidentiality agreements) are merged in and superseded by the **Agreement** and the parties disclaim any reliance on them. The **Agreement** may be modified solely in writing signed by both parties.

14.8 Compliance with anti-bribery laws and money laundering

The Parties shall at all times during the Term adhere to all applicable laws, including but not limited to the anti-corruption and anti-bribery laws, provisions of the Foreign Corrupt Practices Act of United States of America and Bribery Act 2010 in the UK. Neither Party nor any person on his behalf shall or has (i) offered, paid, promised to pay, or authorized the payment of any money or anything of value, to any government authority or any political party for the purpose of influencing any act or decision of such governmental authority or political party in relation to the Licensor's products or direct business to any person, in each case where such payment, offer or promise is prohibited under any applicable law to which such entity is subject; (ii) The Parties of this agreement declare that they are not involved in any kind of or (iii) engaged in any activity that would in any manner result in violation of any applicable anti-bribery or anti-corruption laws in the whole world or the Foreign Corrupt Practices Act of the United States of America or the Bribery Act 2010, in the UK.

Grant of License

1 Desktop License

14.9 Grant Of License

Customer has the right to install the **Font Software** on an operating system and use it within desktop applications such as TextEdit, Microsoft Word, Mac Pages, Adobe Photoshop. **Customer** may use the **Font Software** to create and distribute static images on any surface, including computer and TV screens, paper and physical products. The images can be created in raster format (.JPEG, .TIFF, .PNG, etc.) or in vector format (EPS, SVG, etc.).

14.10 Embedding

The **Font Software** has been created using embedding bits intended to prevent the editing of a file containing the embedded **Font Software**. **Customer** agrees not to change, alter or otherwise modify the **Font Software** or its embedding bits.

14.11 Usage

Customer and any **Authorized Users** can send editable **Embedded Documents** only if the documents are created for in-house use or if they are sent to **Third Parties**, working on behalf of **Customer** in accordance with this **Agreement**. **Customer** can send **Embedded Documents** to any other **Third Parties** only in a secure read-only non-editable format such as .PDF that does not permit the extraction of the embedded **Font Software**.

Customer may embed static images into an electronic document with a representation of a typeface so long as such images are not used as a replacement for the **Font Software**. **Customer** may not create or distribute to **Third Parties** any documents or graphics containing an embedded copy of the **Font Software** with the entire or substantial part of the character set of the typeface design embodied in the **Font Software**.

Customer cannot use the **Font Software** to create tangible products, which substantially relies on a **Font** or **Font Software** for its commercial value. Examples include where the **Font** image may be repurposed by an **User** of it, such as a rubber stamp or an adhesive alphabet, or may not be repurposed by its an **User**, but a principal characteristic of the products are the display of a sub-set of a Font or its attributes. This limitation applies to but is not limited to Non-Fungible Tokens.

Customer also cannot use the **Font Software** to create any kind of **Electronic Publication**, **Apps**, e-books or used in TV Broadcastings or Movies.

The maximum number of simultaneous users is specified in the applicable **Invoice**. A "user" is either a single person or a single device. All users must belong to the same company or household purchasing the **Font** and **Font Software**.

15 Webfont License

15.1 Grant Of License

Under the Webfont License **Customer** has the right to use the **Font Software** on websites that they own or control with the @font-face selector in CSS files for the number of pageviews per month specified in the **Invoice.** There are no restrictions on the number of domains on which **Customer** may use the **Font Software**.

15.2 Usage

When using the **Font Software** on websites, **Customer** must include the entire commented header that shows copyright and other legal information in the provided **Font Software** CSS file. **Customer** may not link to the full, CFF OpenType or TrueType **Font Software** designed for desktop installation. The use of any conversion or editing tools on the **Font Software** is not allowed. If the total traffic of all websites, measured in pageviews per month, exceeds the one specified in the **Invoice** for two consecutive months, you must increase your license or buy a new one.

15.3 Scope and Limitations

This license does not cover the following uses: desktop use, website templates distribution, product creation websites, mobile applications and games, e-books, digital ads, dynamically broadcasting it on cable television or the Internet. You are not allowed to create alphabet or letterform products based on the **Font Software** for resale. You can buy a separate license for the abovementioned uses or extend your license in order to include any of the uses for additional fee.

16 Applications License

16.1 Grant Of License

Customer may embed the licensed **Font Software** into an unlimited number of copies and subsequent versions of mobile applications and games and/or computer software applications - Apps.

Customer may port the App to any other platform or console (iOS, Windows, Android, Linux, etc.). **Customer** has the right to subset or convert the **Font Software** format in order to improve the **Font Software's** performance in the **App**.

16.2 Usage

The number of Monthly Active Users ("**MAU**") of the **App** cannot exceed the number specified in the **Invoice**. If the **App** has no way of monitoring use, you may use "total downloads" as a metric. **Customer** may only embed the **Font Software** into **Apps** that **Customer** owns or controls. **Customer** may not redistribute the **Font Software** together with the **App's** source code. **Customer** may not install the **Font Software** in the operating system on which the **App**

runs. **Customer** may not embed the **Font Software** in an **App** that enables an end user to create custom typesetting with the **Font Software**.

16.3 Scope and Limitations

This license does not cover the following uses**:** desktop use, website templates distribution, product creation websites, e-books, and digital ads. Under this **Agreement** you may not install the **Font Software** on servers, broadcast it on cable television or the Internet. You are not allowed to create alphabet or letterform products based on the **Font Software** for resale. You can buy a separate license for the abovementioned uses or extend your license in order to include any of the uses for additional fee.

17 EPub (Electronic Publications) License

17.1 Grant Of License

Customer may embed the licensed **Font Software** into an **Electronic Publication**, including an **Electronic Publication** for commercial use, and distribute worldwide such **Electronic Publication** to **End Users** in a secure manner which does not allow them to access to the **Font Software**.

17.2 Usage

The maximum number of separate and distinct **Electronic Publications** into which the **Font Software** may be embedded may not exceed the number of **Electronic Publications** indicated in the **Invoice**. Each issue of an **Electronic Publication** counts as a separate **Electronic Publication**. Regional or format variations do not count as a separate issue.

The **Font** must be embedded within a file format that protects the **Font** by means of encryption or obfuscation. Formats that meet these criteria include, but are not limited to, PDF, EPUB 2.01, EPUB 3, and KF8. The **Electronic Publication** must be a non-executable file which is displayed by e-reader software or on e-reader devices. The **Font** may not be installed on the operating system on which the **Electronic Publication** runs.

17.3 Scope and Limitations

This license does not cover the following uses**:** desktop use, website use, website templates distribution, product creation websites, and digital ads. Under this **Agreement** you may not install the **Font Software** on servers, broadcast it on cable television or the Internet. You can buy a separate license for the abovementioned uses or extend your license in order to include any of the uses for additional fee.

18 Server License

18.1 Grant Of License

Customer may install the **Font Software** on a **Licensed Server** that you own and that is under your sole care, custody and control, for the purpose of incorporating the **Font Software** into **Products** – PDF invoices, receipts, business cards, pictures, personalized clothing, etc. Customer may also use the **Font Software** on **Development Servers** internal development use.

18.2 Usage

You can use the **Font Software** for business or personal use in order to: (1) create or allow **End Users** to create **Embedded Documents** or **Products** with rights to view and edit the documents, (2) distribute such **Embedded Documents** and **Products** to **End Users**, and (3) grant **End Users** the right to print, view and edit the **Embedded Documents**.

The **Font Software** can't be used in SAAS, where the service is the product rather than the item that is created. For that you would need a Webfont License.

A Server license is based on the number of servers on which the font is installed. The maximum number of **Licensed Servers** on which the **Font Software** may be installed may not exceed the number of **Licensed Servers** indicated in the **Invoice**. **Development servers** don't count towards this.

You may incorporate the **Font Software** in **Embedded Documents** only in a manner that prevents the extraction of the **Font Software** from the **Embedded Documents** as well as its use and/or access by any unauthorized third party.

18.3 Scope and Limitations

This license does not cover the following uses**:** desktop use, website embedding, website templates distribution, mobile applications and games, e-books, and digital ads. Under this **Agreement** you may not broadcast the **Font Software** on cable television or the Internet. You are not allowed to create alphabet or letterform products based on the **Font Software** for resale.

19 Digital Advertisements License

19.1 Grant Of License

Under the Digital Advertisements license **Customer** has the right to access, download and use the licensed **Font Software** in order to create or allow a **Third Party** to create **Digital Advertisements** on behalf of **Customer**. **Customer** may embed the **Font Software** in Base-64 encoded format into **Digital Advertisements** and publish such **Digital Advertisements** on **Output Devices** for up to the licensed number of **Impressions** specified in the **Invoice**.

19.2 Usage

You may Install the **Font Software** on a server that is owned and controlled by you solely or a third party hosting service for the purpose of publishing **Digital Advertisements** on **Output Devices**.

Customer or any **Third Parties** working on **Customer's** behalf may not link to or publish online any version of the **Font Software** which was not initially supplied by **Fontfabric**. **Customer** may not use the **Font Software** with technologies other than @fontface (e.g. as sIFR, Cufón or Typeface.js).

19.3 Scope and Limitations

This license does not cover the following uses**:** embedding in websites, website templates, mobile applications and games, e-books. Under this **Agreement** you may not install the **Font Software** on servers, broadcast it on cable television or the Internet. You are not allowed to create alphabet or letterform products based on the **Font Software** for resale.

Definitions

"**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"**Agreement**" means this End-User License Agreement.

"**Application(s)/App(s)**" means a computer program designed to help people perform an activity. Under this Agreement the term "App(s)" includes mobile applications, mobile games, computer software applications and computer games.

"**Authorized User(s)**" means persons who are, or are employed by, or are members of **Customer**, who operates **Font Software** on behalf of the **Customer**.

„**Desktop**" means a personal or work computer that is designed to fit conveniently on top of a typical office desk.

"**Development Server**" means a server devoted solely to **Customer's** internal development use and which cannot be accessed directly or indirectly by **End Users** or **Third Parties**. A **Development Server** is not a **Licensed Server** for the purposes of this **Agreement**.

"**Digital Advertisement(s)**" means a piece of promotional or marketing content delivered via the internet for display on **Output Devices**. **Digital Advertisement** includes, but is not limited to, banner ads and display advertisements shown on websites, advertisements in web applications and advertisements in mobile applications.

"**Electronic Publication**" means a file that includes a **Font Software** as a rasterised image or as outline data to display the text of a publication that is, or is intended to be, distributed, such as (without limitation) an electronic book, magazine or newspaper, intended for consumption by end users;

"**Embedded Document(s)**" means a document for internal business or personal use which incorporates the licensed **Font Software** as a whole or in part.

"**End User**" means a person or entity that accesses a **Licensed Server** or is the recipient of an **Embedded Document**.

"**Entity**" means any incorporated or unincorporated entity or person, whether a company, corporation, partnership, association, or other.

"**Font Software**" means software which, when used on an appropriate device or devices, generates typeface and typographic designs and ornaments. **Font Software** shall include all bitmap representations of typeface and typographic designs and ornaments created by or derived from the **Font Software**. **Font Software** includes upgrades, updates, related files, permitted modifications, permitted copies, and related documentation.

"**Font(s)**" means typeface, bitmap and any technology resulting in a representation thereof; and references to fonts include sub-sets of them;

"**Impression(s)**" means a measurement of responses from an ad delivery system to an ad request from the user's browser in which the **Font Software** is incorporated.

"**Licensed Server**" means servers identified by the **Customer** in the process of ordering the **Font Software**. These may only be servers that are owned by the Customer and remain under Customer's sole care, custody and control.

"**Marketplace**" means the official marketplace for **Font Software**, hosted by **Fontfabric** on the Marketplace page.

"**Mobile application**" means a type of application software designed to run on a mobile device, such as a smart phone or tablet computer. Mobile applications frequently serve to provide users with similar services to those accessed on PCs.

"**Monthly Active Users (MAU)**" - the number of unique users that have logged in or otherwise used the app in the last thirty (30) days.

"**Operating System**" means system software that manages computer hardware, software resources, and provides common services for computer programs such as Microsoft Windows, Linux, MacOS.

"**Output Device**" means a display which displays a screen image created by use of or access to the **Font Software** to make visible in human readable form, the typeface design and fonts contained within the **Font Software**.

"**Print Media**" means paper publications circulated in the form of physical editions of books, magazines, journals and newsletters.

"**Product Line(s)**" means a line of alphabet or letterform products such as stamps, die-cut products, stencil products, or adhesives stickers where the design of the Font itself is the primary or one of the primary selling points.

"**Product**" means individual customized physical products such as invitations, keychains, mugs, t-shirts, business cards or other physical items where the licensed Font is used in the design of the final product, but not including print materials other than Print Media or physical products where the Font is used in the design of logos or other material printed on the packaging and where the Font itself is not a primary selling point.

"**Webfont**" means a typeface installed with a web browser, and typically (although not always) designed for screen-use. The term is also used to describe typefaces that can be used by designers when authoring web pages.