

The Fontspring Application Font End User License Agreement  
Version 1.7.0B - February 26, 2017

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- a. Embed the licensed Font into an unlimited number of copies and subsequent versions of the Application(s) ("App" or "Apps").
- b. Port the app to any other platform or console (iOS, Windows, Android, Linux, Playstation, Xbox, etc).
- c. Modify or convert the Font to improve the Font's appearance or performance in the App.

2. Requirements and Restrictions

Licensee agrees to abide by the following requirements and restrictions:

- a. The number of Monthly Active Users (MAU) of the App cannot exceed the number specified in the Invoice. MAU is the number of unique users that have logged in or otherwise used the app in the last 30 days. If the App has no way of monitoring use, Licensee may use "total downloads" as a metric instead.
- 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.

3. Provision to Third Parties

The Licensee may temporarily provide the Font to a graphic designer, printer, agent, or independent contractor 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 designer, developer, agent, or independent contractor must:

- (1) Agree in writing to use the Font exclusively for Licensee's work, according to the terms of this EULA.
- (2) 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 Paragraph 1 unless and until the EULA terminates under Paragraph 8. Fontspring will not charge additional fees post purchase, annually or otherwise.

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- 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.

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Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to Licensee.

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11. Entire Agreement

This EULA, in conjunction with the invoice ("Invoice") that accompanies each Font licensed from Fontspring or its distributors, constitutes the entire agreement between Fontspring and Licensee.

12. Modification

The Parties may modify or amend this EULA in writing.

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