

The Fontspring Unlimited Webfont End User License Agreement
Version 1.1 - October 1, 2013

By downloading and/or installing and/or embedding the licensed font software from Fontspring ("Webfont") in any HTML websites or webpages ("Websites"), the purchaser or designated licensee ("Licensee") agrees to be bound by the terms and conditions of this end user license agreement ("EULA"). This EULA, in conjunction with the receipt ("Receipt") that accompanies each purchase from Fontspring or its distributors, constitutes the complete agreement ("Agreement") between the Licensee and Fontspring.

This Agreement allows for using the Webfont within Websites with the following rights, requirements and restrictions:

1. Rights

Licensee may link the Webfont to Websites using the @font-face selector in CSS files. There is no traffic limitation to this right.

2. Requirements/Restrictions

- a. Licensee must use the provided Webfont from Fontspring. Linking to the full, CFF OpenType or TrueType font designed for desktop installation is prohibited.
- b. Licensee must include the entire commented header in the provided CSS file.
- d. Webfont may only be installed on Websites owned or controlled by the Licensee.
- e. Webfont may be embedded in reports generated by the Website(s) provided that the reports are not sold for profit.

3. Third parties and Transferability

Licensee may temporarily provide the Webfont to a website developer or other agent who is working on behalf of the Licensee, only if they agree to use the Font exclusively for Licensee's work, agree to the terms of this Agreement, and retain no copies of the Font upon completion of the work.

Licensee may not otherwise distribute the Webfont to third parties or make the Webfont publicly accessible except by embedding or linking in accordance with this EULA.

4. Terms

Rights granted by this Agreement are perpetual. Fontspring will not charge additional fees post purchase, annually or otherwise.

5. Other Usage

Licenses for desktop use, computer applications and games, installable interactive books, software, mobile applications and games, Ebooks and Epubs, product creation websites, website template distribution, website templates, and other uses not allowed by this Agreement may be available for an additional fee. Contact Fontspring at support@fontspring.com for more information.

6. Modifications

Licensee may not modify the Webfont or create derivative works based on the Webfont without prior written consent from Fontspring or the owning foundry except to generate files necessary for embedding or linking in accordance with this EULA.

7. Copyright

Licensee agrees that the Font is the exclusive property of the owning foundry and is protected by copyright and intellectual property laws. Licensee may be held legally responsible for any infringements on the foundry's rights caused by failure to abide by the terms of this Agreement.

8. Termination

Licensee agrees that the Agreement shall automatically terminate, without notice from Fontspring or the owning foundry, if Licensee fails to comply with any provision contained herein.

9. Disclaimer and Limited Warranty

Fontspring 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 Receipt. Fontspring's entire liability and Licensee's exclusive remedy as to a defective product shall be, at Fontspring's option, either return of purchase price or replacement of any such product that is returned to Fontspring with a copy of the invoice. Fontspring 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 Licensee specific legal rights. Licensee may have other rights, which vary from state to state.

EXCEPT AS EXPRESSLY PROVIDED ABOVE, THE PRODUCT, IS PROVIDED "AS IS". FONTSRING 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 Licensee. Neither Fontspring nor the Foundry warrants that the functions contained in the Product will meet Licensee's requirements or that the operation of the software will be uninterrupted or error free.

FONTSRING 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 Fontspring OR THE FOUNDRY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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.

10. Indemnification

Fontspring agrees to defend and/or handle at its own cost and expense any claim or action against Licensee, its affiliates and their officers, directors,

employees, representatives and agents (the "Licensee Indemnitees") based upon or in connection with any action or claim by a third party arising out of any actual or alleged breach of any of Fontspring's representations and warranties contained in this Agreement. Fontspring agrees to indemnify and hold the Licensee Indemnitees harmless from and against any and all liabilities, losses, damages, costs and expenses (including, without limitation, reasonable attorneys' fees) associated with any such claim or action. Fontspring shall solely conduct the defense of any such claim or action and all negotiations for its settlement or compromise; provided, however, that: (a) no settlement or compromise shall be entered into or agreed to without Viacom's prior approval and (b) Viacom has the right to participate, at its own expense, in the defense and/or settlement of any such claim or action in order to protect its own interests.

11. Governing Law

This Agreement is governed by the laws of the United States of America and the State of Delaware.