

The Fontspring/Rosetta Desktop Font End User License Agreement  
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By downloading and/or installing font software ("Font") offered by Fontspring or its distributors, you ("Licensee") agree to be bound by the following terms and conditions of this End User Licensing Agreement ("EULA"):

1. Right Granted

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

a. Use the Font to create graphics for display on any surface including computer screens, television screens, paper, t-shirts or any other surface where the image will be a fixed size.

b. Licensee may embed or link the Font in accordance with the rules described in Section 4 "Embedding and Linking" of this EULA.

2. Requirements and Restrictions

a. Products

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.

Licensee may create typographic products using the Font if the product consists of commonly recognized words or phrases. For example: a rubber stamp that has the words "Thank You" or a sticker that says "Great!"

b. Dingbats and Illustrations

Licensee may NOT use illustrations or images in the Font OTHER THAN letterforms, numbers, punctuation marks, diacritics, etc., in a manner where the illustration or image becomes the primary aspect of a product for resale. For example, a dingbat image in the font can not be the sole design element on a coffee cup, t-shirt, greeting card, etc., intended for resale. An extended license may be available for an additional fee.

c. Users

The Font may be simultaneously used by no more than the number of users specified in the Receipt. 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.

d. Broadcast

Licensee may not use the Font in theatrical release film, television, or broadcast via cable television or the internet, with audiences above 1 million people. An extended license may be available for an additional fee.

3. Provision to Third Parties

Licensee may temporarily provide the Font to a graphic designer, printer, agent or independent contractor who is working on behalf of the Licensee, ONLY IF the developer, agent or independent contractor (1) agrees in writing to use the Font exclusively for Licensee's work, according to the terms of this EULA (including the number of users), and (2) retains no copies of the Font upon completion of the work.

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

4. Embedding and Linking

a. Document Embedding (including PDF, Microsoft Word® & Microsoft Powerpoint®)

1. Documents embedding the Font and sent to third parties, must be read-only by those recipients.

2. Documents embedding the Font and sent to third parties working on behalf of the Licensee as described in Section 3 "Provision to Third Parties" may be editable.

3. Editable documents embedding the font may only be distributed in-house if all the recipients abide by all the terms of this EULA (including the number of users).

b. Flash and Silverlight Embedding

Licensee may embed the Font into Flash or Silverlight with the following restrictions:

1. The Font must be subset to include only the glyphs necessary for displaying the work.

2. The text rendered in the Font must not be manipulatable by an end user.

3. All care must be taken to prevent unauthorized users from accessing the Font.

c. @font-face Cascading Style Sheet ("CSS") Linking

Licensee may not link the Font to web sites using the @font-face selector in CSS. An extended license may be available for an additional fee.

5. 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.

6. Other Usage

Licenses for large scale broadcast/film, @font-face embedding, 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 EULA may be available for an additional fee. Contact Fontspring at support@fontspring.com for more information.

7. Modifications

Licensee may import and alter the bezier outlines of the Font in a drawing program.

Licensee may NOT modify the Font or create derivative works based on the Font (including bitmap fonts) without prior written consent from Fontspring or the owning foundry EXCEPT THAT Licensee may generate files necessary for embedding or linking in accordance with this EULA.

#### 8. Copyright

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#### 9. Termination

This EULA is effective until terminated. If Licensee fails to comply with any term of this EULA, this agreement shall terminate automatically immediately without notice from Fontspring or the owning foundry.

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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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#### 12. Entire Agreement

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

#### 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.