

## RARE BIRD FONT FOUNDRY END USER LICENSING AGREEMENT

THIS IS A BINDING CONTRACT. Please read this Agreement before purchasing, downloading, installing or using the Font Package Software (iFont Package). By purchasing, downloading, installing, or using this font package, you are agreeing to be bound by the terms of this Agreement.

1. **ENTIRE AGREEMENT.** The receipt that accompanies each purchase or download of a Font Package from Rare Bird Fonts LLC dba Rare Bird Font Foundry (iFoundry) is made part of this Agreement as though fully stated herein. This Agreement, in conjunction with the receipt that accompanies each purchase from Foundry, constitutes the entire agreement between you and Foundry and supersedes any prior proposals, agreements or understandings between you and Foundry.
2. **APPLICABILITY.** This Agreement applies to all Font Packages offered by Foundry, whether the Font Package is offered free of charge or offered for sale.
3. **GRANT OF LICENSE.** This Agreement grants you a license to use the Font Package and does not transfer any other right, title or interest in or to the Font Package, the font itself, or the characters making up the font. Except as otherwise stated herein, the license granted entitles you to perpetual, nonexclusive, and unlimited non-commercial use of the Font Package. This license also entitles you to limited commercial use of this Font Package as further described herein. If you have any doubt as to whether a particular use of this software is permitted or prohibited by this Agreement, please contact Rare Bird by emailing [jessica@rarebirdfonts.com](mailto:jessica@rarebirdfonts.com) for more information or to request a supplemental license. We will do our best to accommodate your specific circumstances with a supplemental license if we determine it to be necessary.
4. **NUMBER OF USERS/INSTALLATIONS.** The maximum number of simultaneous users of the Font Package allowed under this license is specified in the applicable receipt. If the number of users is not specified on the receipt, then the maximum number of simultaneous users permitted is one. All users of the Font Package must belong to the same company, organization, or household as the person obtaining this license.

In no event may any single user install the Font Package on more than 2 devices. In the event a single user installs the Font Package on two devices, then the Font Package on those two devices may not be utilized simultaneously unless such use fully complies with this Agreement, including but not limited to the terms of this paragraph concerning the maximum number of simultaneous users permitted and requiring that all simultaneous users belong to the same company, organization or household as the person obtaining this license. Under no circumstances may the Font Package be served to a user over a network, LAN, WAN, or the internet. Such use requires a special license that may only be obtained by contacting Foundry as instructed in Paragraph 3 of this Agreement.

You agree to inform all authorized users or other persons having access to the Font Package and any copies of the Font Package of this Agreement and ensure that they strictly abide by the terms and conditions thereof.

In addition to the number of installations provided for in this paragraph, you may make up to one copy of the Font Package on a storage device exclusively for purposes of back-up, provided that you agree to retain exclusive custody and control over the back-up copy. Any back-up copy that you make must carry the same copyright and trademark notices displayed on the original. Upon termination of this Agreement, you must destroy the original and any and all copies of the Font Package. Unauthorized sharing, lending, renting, sale or other unauthorized use, misuse or transfer of back-up copy is prohibited.

5. **THIRD PARTIES.** You may provide the Font Package to a graphic designer, printer or other such organizations or persons working on your behalf only if such third parties agree to use the Font Package exclusively for your work, agree to the terms of this license, and retain no copies of the font on completion of the work. You may not provide the Font Package or make it accessible to any other third parties. You may not re-sell, sublicense, lease, lend, rent, give away, or otherwise transfer the Font Package or its documentation.
6. **MODIFICATIONS.** You may import characters from the Font Package as graphical objects into a drawing program and modify such graphical objects. Any modified objects remain subject to this Agreement. You may convert characters from the Font Package to another format. The converted version of those characters will remain subject to the terms of this Agreement. You may not re-sell, sublicense, reverse engineer, decompile, disassemble, or create derivative works based on the licensed font without Foundry's prior written consent.
7. **EMBEDDING.** You may embed characters from the Font Package into any document you send to third parties. Such documents may be viewed and printed (but not edited) by the recipients. You may not under any circumstances embed characters from the Font Package into software or hardware products in which the Font Package will be used by the purchasers of such products, or from which the Font Package can be extracted or transmitted. Examples of such products may include but are not limited to electronic books or magazines, mobile applications, gaming consoles or electronic games, embroidering or sewing machines, etc. Such use requires a supplemental license that may only be obtained by contacting Foundry as instructed in Paragraph 3 of this Agreement.

8. **PERMITTED USES.** Except as otherwise stated in this Agreement, the commercial or non-commercial purposes for which you may use the Font Package include, but are not limited to, the following, which are provided strictly for purposes of clarity:

- A. To create images on paper, web pages, photographs, T-shirts, and other tangible surfaces or electronic displays so long as the image is a fixed size and non-editable;
- B. To create EPS files or other scalable drawings provided that such files are only used by the household, organization, or company licensing the font and otherwise comply with this Agreement;
- C. To create logos provided the characters from the Font Package are translated to artwork outlines;
- D. For broadcast television, internet, video and/or film usage, titling, credits or other forms of attribution provided that the use does not permit interactive "typesetting," print out for use on goods or products, or any other use, transmission or extraction of the Font Package by the user or viewer of the broadcast, video or film.

If characters from the Font Package are utilized within paid or public broadcast on television, film, theatrical release, internet video, titling, or credits/other

forms of attribution (iBroadcast Work), a single below-the-line closing credits attribution to iRare Bird Font Foundry LLCi (iAttributioni) is required. Attribution shall be located within the Studio or Production Company's choice of general production thanks, alongside similar digital or production art studios, alongside other typography sources, or alongside other title design credits, if the Font Package was used to create titling or other forms of attribution in the Broadcast Work.

9. **LIMITATIONS ON COMMERCIAL USE.** Certain commercial uses (whether for profit or not-for-profit) are not permitted without the purchase of a supplemental license. Such licenses are issued at the sole discretion of the Foundry. Those commercial uses not permitted by this Agreement include the following:

A. Alphabet or letterform products for resale. These products may include but are not limited to scrap-booking kits, sign or number-creation kits, rubber stamps, die-cut products, etc.;

B. Electronic devices, software, or hardware products outside a single location or in which the Font Package will be used by the users of such products or from which the Font Package can be extracted or transmitted. For example, and not by way of limitation, such electronic devices may include kiosks, gaming consoles or electronic games, gambling machines, embroidering or sewing machines, mobile devices, etc.;

C. Interactive "typesetting" in the broadcast of film, video, or television, titling, commercials, attributions, credits, or other displays. You may request supplemental licensing by emailing [jessica@rarebirdfonts.com](mailto:jessica@rarebirdfonts.com).

10. **COPYRIGHT.** The Font Package and the accompanying materials are copyrighted and contain proprietary information and trade secrets belonging to the Foundry. Unauthorized copying of the Font Package even if modified, merged, or included with other software, or of the written materials, is expressly forbidden. You may be held legally responsible for any infringement of the Foundry's intellectual property rights that is caused or encouraged by your failure to abide by the terms of this Agreement.

11. **TERMINATION.** This Agreement is effective until terminated. This Agreement will terminate automatically without notice from the Foundry if you fail to comply with any provision contained herein. Upon termination, you must destroy the written materials, any and all copies of the Font Package in your possession or control, in part and in whole, including modified copies, if any, and certify to Foundry in writing that such actions have been taken.

12. **PRODUCT UPGRADES OR MODIFICATIONS.** The Foundry may, from time to time and without notice, update or modify the Font Package or any part thereof. Pricing adjustments may apply.

13. **DISCLAIMER AND LIMITED WARRANTY.** The Foundry warrants the Font Package 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 your receipt. Foundry's entire liability and your exclusive remedy as to a defective product shall be, at Foundry's option, either the return of the purchase price or replacement of any such product that is returned to Foundry with a copy of the invoice. Foundry 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 you specific legal rights. You may have other rights, which vary from state to state.

EXCEPT AS EXPRESSLY PROVIDED ABOVE, THE PRODUCT, IS PROVIDED "AS IS". THE FOUNDRY DOES NOT MAKE ANY 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 Font Package rests upon you. The Foundry DOES NOT warrant that the functions contained in the Font Package will meet your requirements or that the operation of the software will be uninterrupted or error free.

THE FOUNDRY 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 THE FOUNDRY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14. **GOVERNING LAW.** This Agreement is governed exclusively by the laws of the State of Illinois without application of its conflict of law provisions or the conflict of law provisions of any other jurisdiction. You further hereby expressly consent to be subject to the jurisdiction of the courts of the State of Illinois or any federal district court located therein for the resolution of any dispute between you and Foundry arising from or related to this Agreement.

15. **DEFINITIONS.** The following definitions apply to this Agreement:

A. **Devices.** As used herein the term idevicesi includes any and all contrivances upon which the Font Package may be stored or to which it may be downloaded, including but not limited to desktop computers, netbook computers, notebook computers, tablet computers, and mobile phones.

B. **Commercial Use.** As used herein, the term icommercial usei means any utilization of the Font Package from which revenue of any kind is derived or intended to be derived and any utilization of the Font Package in support of such endeavors.

C. **Non-Commercial Use.** As used herein, the term inon-commercial usei includes any utilization of the Font Package that is not a commercial use as defined above.

16. **SEVERABILITY.** In the event any provision(s) of this Agreement is held void, unenforceable or without effect for any reason, the remaining provisions shall not be affected or impaired thereby and shall remain fully enforceable and in-effect to the maximum extent permitted by law.