

The Adobe/Fontspring Application Font End User License Agreement
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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. Subset or convert the Font format to improve the Font's performance in the App.

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Licensee agrees to abide by the following requirements and restrictions:

- a. Licensee may embed the Font into ONLY the number of Apps specified in the invoice that accompanies each Font licensed from Fontspring or its distributors ("Invoice").
- 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.
- f. Licensee may only embed the Font into Apps that it owns or controls.

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Licensee may temporarily provide the Font to a third party aiding in development or design for the App who is working on behalf of the Licensee.

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- (2) Retain no copies of the Font upon completion of the work.

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8. Unbundling and Repackaging

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10. Refunds and Disclaimer

Fontspring will, at the user's request, provide a refund for the Font if:

- 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.

11. Governing Law

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

12. Entire Agreement

This EULA, in conjunction with the Invoice, constitutes the entire agreement between Fontspring and Licensee.

13. Assignments

Licensee may assign its license to use the Font to a third party, provided that (i) Licensee obtains Fontspring's advance written approval to assign its license prior to any such assignment; (ii) the proposed assignee agrees in writing to assume all of Licensee's obligations under the EULA; and (iii) Licensee notifies the proposed assignee that any documents provided by Fontspring to Licensee identifying Licensee as a licensee of the Font must be updated to reflect the assignment.

14. Amendment

This EULA may be amended by Fontspring only with the prior written consent of the Foundry.

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