

Typesenses Font Software End User License Agreement.

This Font Software End User Agreement ("EULA", the "Agreement" or "License") in conjunction with the receipt that accompanies the purchase constitute the complete agreement between the Licensed End User ("You") and Sabrina Mariela Lopez d/b/a Typesenses ("Typesenses"). By purchasing, downloading and/or installing Typesenses Font Software, you agree on all the terms specified within this End User License Agreement.

You hereby agree to the following:

1. GRANT OF LICENSE.

The use of the Font Software is protected by intellectual property law. When you purchase a font, you do not get the ownership of the font but the license to use it. You are hereby granted a non-exclusive, non-assignable, non-transferable license to use the Font Software subject to all of the terms and conditions of the Agreement. This License grants no ownership rights in and to Font Software. You agree that Typesenses owns all right, title and interest in and to the Font Software, its structure, organization, code, and related files, including without limitations, the copyright, designs and trademarks rights embodied in or associated with the Font Software.

2. NUMBER OF USERS.

This license is for the benefit of a single licensed End User only, unless specified in the applicable receipt. All users must belong to the same company or household purchasing the font except for temporary use by third parties as described in Section 6 "SERVICE BUREAU" of this EULA. If you are working on behalf of your client and they will use copies of the Font Software, your client must purchase their own license.

The Font Software may be installed on not more than two (2) computers (workstation and laptop, iPad or other portable device used as a substitute for a workstation type computer) for each licensed End User, provided that both computers are not used simultaneously. In case additional installation is required, a multiple license should be required.

The Font may be installed on a server for the purpose of deploying to licensed users with all user restrictions listed above still applying.

3. ALLOWED USES

3.1. PRINTED WORKS, DIGITAL DESIGNS AND DIGITAL ART DOWNLOADS. You may use the licensed font to create images on any surface such as computer screens, paper, web pages, photographs, printed material, T-shirts, and other surfaces for personal purposes, for your own business or for resale. The created graphics must be only static graphic images (ie; jpg, gif, png, tif) or a static vector (e.g. SVG, EPS, etc. made with a "create outlines" tool). The images may not be individual, unmodified glyphs such as letters, numerals, symbols or ornaments. You may not provide the font file as part of the design or download.

3.2. LOGOS. You are permitted to use the Font Software in the creation of a logo or corporate identity. However, in order to register a trademark, you must modify the letterforms in some way, as they are already protected in their original, unaltered form. Under no circumstances can the modified letterforms be converted to working type font software.

3.3. EMBROIDERY. You can make embroidery appliques to resell that people can sew or iron onto a piece of clothing or you can make a custom embroidered piece for a customer. Typesenses does not allow applique letters to be resold as individual letters, only a design with words or a phrase. You may turn the font software into an embroidery format to use on your own computer for your own purposes. However, you cannot rent, lease, sublicense, give, lend, or further distribute the digital embroidery files.

3.4. BACK UP PERMITTED. You may make one back-up copy of Font Software for archival purposes only, and you shall retain exclusive custody and control over such copy.

3.5. LIMITED EMBEDDING. Documents embedding the Font and sent to third parties, must be read-only (but not edited) by those recipients. Documents embedding the Font and created for in-house use or sent to third parties working on behalf of you as described in Section 6 "SERVICE BUREAU" may be editable.

You may not under any circumstances embed the licensed fonts into software or hardware products in which the fonts will be used by the purchasers of such products. Such use requires a different license.

Font Software may not be used to create or distribute any electronic document in which the Font Software, or any part thereof, is embedded in a format that permits editing, alterations, enhancements, or modifications by the recipient of such document. Use of the Font Software in an Application ("App"), eBook or in a manner that permits a non-licensed user to create products, such as by way of example not limitation, personalized greeting cards, requires an additional license.

4. USES ALLOWED ONLY WITH LICENSE UPGRADE.

Use of Typesenses Fonts in the following circumstances and/or applications is NOT permitted without first obtaining the appropriate licensing upgrade (please, contact info@typesenses.com for further information):

4.1. ALPHABET PRODUCTS. You 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. Letterform or Alphabet Products is permitted if the letter, numeral, symbol or ornament has been modified (as described in Section 5 "MODIFICATIONS") and/or used as part of a new design.

4.2. SOFTWARE AND APPLICATIONS EMBEDDING. You may need to embed the font files in a software or an application code, such as by way of example not limitation: computer software (including installable programs and games), mobile applications and games, web-based applications that require a browser to access. This is only permitted by the purchase of a special license from an authorized distributor of such licenses.

A license upgrade is required for sites, web apps, or services that allow a non-licensed user to utilize the font to create a product (for example, personalized t-

shirts, greeting cards, pictures with captions, et cetera).

4.3. EMBEDDING IN E-TEXT PRODUCTS. to embed the font in an electronic publication such as an eBook, eMagazine, eNewspaper, or interactive PDF. is only permitted by the purchase of a special license from an authorized distributor of such licenses. The use of the font software in graphic images shown as the ePub cover is permitted by this license.

4.4. WEBFONTS. You may need to embed the font into your website, so that it can be displayed on any browser. Use of the Font Software as Webfonts is only permitted by the purchase of a special license from an authorized distributor of such licenses.

4.5. BROADCAST or FILM. Broadcast and Film Usage refers to the use of the Font Software in titling, credits for any on-screen broadcast via television or motion picture titling. Such use requires a different license which may be offered by the Typesenses through the distributor.

5. MODIFICATIONS.

You may import characters from the font as graphical objects into a drawing program and modify such graphical objects.

You may not modify, adapt, translate, reverse engineer, decompile, disassemble, or create Derivative Works based on the licensed font itself. "Derivative Work" shall mean a copy based upon or derived from Font Software (or any portion of Font Software) in any form in which such data may be amended, transformed, or adapted including, but not limited to, digital data in any format into which Font Software may be converted.

6. SERVICE BUREAU.

You may take a digitized copy of the Font Software used for a particular document, or Font Software embedded in an electronic document, to a commercial printer or service bureau for use by the printer or service in printing such document solely for the purposes of producing your work. Upon completion of your job, the service provider must delete the Font Software or purchase their own license for continued use of the Font Software.

7. NO SUBLICENSE.

You may not rent, lease, sublicense, give, lend, or further distribute the Font Software, or any copy. SUBLICENSING IS NOT ALLOWED. Font software and its license cannot be transferred to third parties. Distribution, whether compensated or uncompensated, whatsoever of the Font Software or any component or Derivative Work thereof is expressly prohibited.

8. DISCLAIMER AND LIMITED WARRANTY.

Typesenses warrants that the font software will perform in accordance with the specifications published by Typesenses under normal use for a period of twenty one (21) days from the date of delivery as shown on your receipt. Typesenses' entire liability and your exclusive remedy as to a defective product shall be, at Typesenses' option, either return of purchase price or replacement of any such product that is returned to Typesenses with a copy of the invoice. Typesenses 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.

THE FONT SOFTWARE IS PROVIDED "AS IS". TYPESENSES 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 Product rests upon you. Typesenses does not warrant that the functions contained in the Product will meet your requirements or that the operation of the software will be uninterrupted or error free.

TYPESENSES 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 TYPESENSES 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 you.

9. TERMINATION.

Any breach of the terms of this Agreement shall be cause for termination of this License. In the event of termination, you agree to immediately return the Font Software to Typesenses and certify that no copy remains in your possession or control.

EULA Version: 2017/05/30

All inquiries may be sent via e-mail to: info@typesenses.com