

DESKTOP FONT END USER LICENSE AGREEMENT

By downloading and/or installing font software (“Font”) by Adam Ladd (“Foundry”), you (“Licensee”) agree to be bound by the following terms and conditions of this End User Licensing Agreement (“EULA”):

1. RIGHTS GRANTED

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

- a. Use the Font to create and distribute graphics, logos, and artwork for display on any surface including computer screens, television screens, paper, physical products, or any other surface. The created graphics may be a fixed size (e.g. JPG, PNG, etc.) or a static vector (e.g. SVG, EPS, etc. made with a “create outlines” tool).
- b. Embed or link the Font in accordance with the rules described in Section 2d, “Document Embedding,” 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 word “Love” or a sticker that says “Well Done.”

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 and Deployment

The Font may be simultaneously used by no more than the number of users specified on the Invoice or 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. The Font may be installed on a server for the purpose of deploying to licensed users with all user restrictions listed above still applying.

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

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

in-house use or sent to third parties working on behalf of the Licensee as described in Section 3 “Provision to Third Parties” may be editable.

3. PROVISION TO THIRD PARTIES

The Licensee may temporarily provide the Font to a graphic designer, printer, agent, or independent contractor who is working on behalf of the Licensee. The third party person(s) temporarily using the font are treated as licensed users and count toward the number of users specified on the Invoice or Receipt. In the case of a single user license, the Licensee may temporarily provide the Font to a single third party without violating this EULA.

The third party designer, printer, agent, or independent contractor must:

- a. Agree in writing to use the Font exclusively for Licensee’s work, according to the terms of this EULA.
- b. Retain no copies of the Font upon completion of the work.

4. TERM

This EULA grants a perpetual license for the rights set forth in Section 1, “Rights Granted,” unless and until the EULA terminates under Section 8, “Termination.” Foundry will not charge additional fees post purchase, annually, or otherwise.

5. OTHER USAGE

Licenses for @font-face embedding, computer applications and games, installable interactive books, software, mobile applications and games, ebooks, product creation websites, website template distribution, website templates, and other uses not allowed by this EULA may be available for an additional fee. Contact the Foundry at adam@ladd-design.com for more information or the distributor from which you purchased the Font.

6. MODIFICATIONS

Licensee may not modify the Font files, or create derivative fonts based on the Font without prior written consent from Foundry except that Licensee may generate files necessary for embedding or linking in accordance with this EULA.

7. COPYRIGHT

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8. TERMINATION

This EULA is effective until terminated. If Licensee fails to comply with any term of this EULA, Foundry may terminate the EULA with 30 days notice. This EULA will terminate automatically 30 days after the issuance of such notice if Licensee has not made sufficient efforts to cure any breach. Termination of this EULA results in no expense nor loss to Foundry, nor is Foundry obligated to provide any refunds.

9. REFUNDS AND DISCLAIMER

Refunds are first and fully subject to the guidelines set by the distributor from which the Font was purchased, if not purchased directly from Foundry. If purchased from Foundry, refunds are handled as follows:

In the case that a technical defect has been found in the Font that makes it unusable the Foundry will, at the Licensee's request, provide a refund for the Font if:

- a. The Font has been shown to be defective in some way.
- b. The Font has not been used in any published or released work.
- c. No more than 30 days have passed since the date of purchase, specified on the Invoice or Receipt.
- d. The Font has been uninstalled and deleted from all Licensee's computers.

The Font is provided "as is." The Foundry 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.

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 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. GOVERNING LAW

This EULA is governed by the laws of the United States of America and the Commonwealth of Kentucky.

11. ENTIRE AGREEMENT

This EULA, in conjunction with the Invoice or Receipt that accompanies each Font licensed from Foundry or its distributors, constitutes the entire agreement between Foundry and Licensee.

12. MODIFICATION

The Parties may modify or amend this EULA in writing.

13. WAIVER

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

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1. RIGHTS GRANTED

Foundry grants Licensee a perpetual, worldwide, non-exclusive and non-transferrable license to link the Webfont to Websites using the @font-face selector in CSS files.

2. REQUIREMENTS AND RESTRICTIONS

Licensee agrees to abide by the following requirements and restrictions:

- a. Licensee must use the Webfont provided by Foundry under this EULA. Licensee may not link to the full, CFF OpenType or TrueType font designed for desktop installation.
- b. Licensee must include the entire commented header in the provided CSS file.
- c. The total traffic of the Website(s), measured in pageviews per month, may be no greater than the number of pageviews specified on the Invoice or Receipt.
- d. Licensee may only install the Webfont on Websites that it owns or controls.
- e. Licensee may embed Webfont in reports generated by the Website(s), provided that Licensee does not sell the reports for profit.

3. PROVISION TO THIRD PARTIES

Licensee may temporarily provide the Webfont to a designer, developer, agent, or independent contractor who is working on behalf of the Licensee. The third party designer, developer, agent, or independent contractor must:

- a. Agree in writing to use the Webfont exclusively for Licensee’s work, according to the terms of this EULA.
- b. Retain no copies of the Webfont upon completion of the work.

4. TERM

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5. OTHER USAGE

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information or the distributor from which you purchased the Webfont.

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out of the use of or inability to use the product even if Foundry has been advised of the possibility of such damages.

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