

PAULO GOODE – WEBFONT END USER LICENCE AGREEMENT

By downloading and/or installing font software ("Webfont") offered by Paulo Goode ("The Foundry") or his distributors, you ("Licencee") agree to be bound by the following terms and conditions of this End User Licensing Agreement ("EULA"):

1. Right Granted

The Foundry grants Licencee 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

Licencee agrees to abide by the following requirements and restrictions:

- a) Licencee must use the Webfont provided by The Foundry under this EULA. Licencee may not link to the full, OpenType font designed for desktop installation.
- b) Licencee 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 250,000.
- d) Licencee may only install the Webfont on Websites that it owns or controls.
- e) Licencee may embed Webfont in reports generated by the Website, provided that Licencee does not sell the reports for profit.

3. Provision to Third Parties

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

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

4. Term

This EULA grants a perpetual licence for the rights set forth in Paragraph 1 unless and until the EULA terminates under Paragraph 8. The Foundry will not charge additional fees after purchase, annually or otherwise.

5. Other Usage

Licences for desktop use, 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.

6. Modifications

Licencee may not modify the Webfont or create derivative works based upon the Webfont without prior written consent from The Foundry EXCEPT THAT Licencee may generate files necessary for embedding or linking in accordance with this EULA.

7. Copyright

The Webfont is protected by copyright law. The Foundry is the sole, exclusive owner of all intellectual property rights, including rights under copyright and trademark law. Licencee agrees not to use the Webfont in any manner that infringes the intellectual property rights of the Foundry or violates the terms of this EULA. Licencee will be held legally responsible, for any infringements on The Foundry's rights caused by failure to abide by the terms of this EULA.

8. Termination

This EULA is effective until terminated. If Licencee fails to comply with any term of this EULA, The Foundry may terminate the EULA with 30 days notice. This EULA will terminate automatically 30 days after the issuance of such notice.

9. Disclaimer

THE PRODUCT, 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.

The entire risk as to the quality and performance of the Product rests upon Licencee. The Foundry does not warrant that the functions contained in the Product will meet Licencee's 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.

Because some regions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to Licencee.