



## Introduction

This End User License Agreement (“Agreement”) is a contract between you, the purchaser, (“You”) and Fort Foundry (“Fort”). This Agreement governs the terms of use of the font files (WOFFs and WOFF2s) and the design of the fonts embodied therein that you have received from Fort Foundry (collectively, “Fonts”). The Fonts and the accompanying materials are copyrighted and contain intellectual property belonging to Fort Foundry. You do not receive any ownership interest in the Fonts, other intellectual property, nor any rights to the Fonts not outlined in this Agreement.

Upon payment, you will receive a perpetual, non-exclusive license to use the Fonts worldwide under a particular set of conditions.

## 1. Rights Granted

Fort grants You a license to:

- a. Link the Fonts (WOFFs and WOFF2s) on your websites using the @font-face selector in CSS files and utilize the Fonts in Web accessible forms on your Websites.
- b. Subset the Fonts solely for the purpose of reducing the file size. Any subset Fonts You create are subject to the full terms and conditions of this Agreement. Fort will not provide support on subset Fonts.

## 2. Requirements and Restrictions

You agree to abide by the following requirements and restrictions:

- a. You may only embed the Fonts into websites that you own the domain for and control the substance of.
- b. Your pageviews on websites where you link the Fonts may not exceed the amount shown on your Receipt. A page view is one request for the viewing of a page of Your website. Pageviews are measured by the average monthly traffic on Your websites over the span of three consecutive months. If the amount is exceeded, You must purchase an upgrade for the increased pageview amount.
- c. This license does not grant you the right to use the Fonts for broadcast media,

applications, or to install the Fonts onto devices of individual users. Should you desire to use the Fonts in any of those ways, separate licenses governing that use are available from Fort.

- d. You may not embed, include, call, or link the Fonts within hardware and software in any form whatsoever. This includes, but is not limited to: computer programs, mobile applications, video games, server-side applications, kiosks, web-based mobile apps or any other electronic product or software. Should you desire to use the Fonts in this way, a separate license governing that use is available from Fort.
- e. You may not utilize the Fonts on a website that enables an end user to create custom typesetting with the Font (e.g. Photoshop Express for iOS, etc.).
- f. You may not use the Fonts as a resource for third parties to make customized products, icons, branding, documents, or other similar works (e.g. Canva, Adobe TypeKit etc.).
- g. You may embed the Fonts in reports that your website saves or exports, provided that the reports are not sold for profit.
- h. You may not use the Fonts as a resource for You or third parties to create commercial products where the design of the Font is the embodiment of the product. (e.g. Stamps, house numbers, adhesive alphabets).
- i. You agree you will take no action which directly or indirectly causes the Fonts to become distributed by or otherwise be subject to an open-source software license or under similar licensing or distribution models or publicly released or otherwise made available in a way not allowed by the license provided hereunder.
- j. You may not transfer this Agreement without Fort's consent, and You are not allowed to lend, redistribute, sell, or sublicense the Fonts.
- k. The license is purchased for use within a singular organization, entity, company, person, or individual. If You wish to use this license across a group of companies an enterprise license must be purchased.

### **3. Third Parties**

You may temporarily provide the Font to a third party who is working on Your behalf. The third party must agree to use the Font exclusively for Your work, according to the terms of this EULA and retain no copies of the Fonts upon completion of the work. You agree to use reasonable measures to protect the Fonts from access and use by unlicensed third parties.

### **4. Modifications**

You may not modify the Fonts or create derivative fonts without prior written consent from Fort. You may not modify, adapt, translate, reverse engineer, decompile, disassemble, or create derivative works based on the Fonts itself. You hereby agree that the unauthorized modification or reverse engineering of the Fonts shall be an infringement on Fort's rights causing significant monetary harm.

## **5. Copyright**

Unauthorized copying of the Font 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 Fort's intellectual property rights that is caused or encouraged by your failure to abide by the terms of this Agreement.

## **6. Termination**

This Agreement is effective until terminated. This Agreement terminates automatically if You do not comply with its terms. Upon termination, you must destroy the original and any copies of the Fonts and documentation, except for any typeface, text or visuals generated by the Fonts, which have been distributed or otherwise used by You up to the date of Termination, in part and in whole, including modified copies, if any.

## **7. Representations & Warranty**

Fort Foundry warrants the Fonts to be free from defects in materials and workmanship under normal use for a period of 21 days from the date of purchase. Should any Font be damaged or defective, Fort will replace the Font so long as the replacement request is made within 21 days after purchasing and is accompanied by a valid sales receipt. Any replacement Fonts will be warranted for 21 days.

The entire risk as to the quality and performance of the Fonts rests upon You. Fort Foundry does not warrant that the functions contained in the Fonts will meet your requirements or that the operation of the software will be uninterrupted or error free. All Fonts installed are done so at Your risk.

FORT 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 FONTS EVEN IF FORT FOUNDRY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## 8. Governing Law

The laws of the State of Georgia shall govern this Agreement. You agree that any action or proceeding relative to this Agreement shall take place in a court of competent jurisdiction in Clarke County, Georgia.

