

# END USER LICENSE AGREEMENT BASIC LICENCE

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By accessing our services and/or downloading or using our Font Software for the purposes described herein, you agree to be bound by the terms of this agreement (“Agreement”).

By downloading and/or using our Font Software, whether on behalf of yourself or a business, you warrant and represent to us that you have full authority to enter into this Agreement on behalf of that entity (and to legally bind that entity to the terms of this Agreement).

**PLEASE NOTE:** This Agreement incorporates by reference all of the terms set out in our ‘General Terms’ that can be found here. By ticking the box during the order process, you confirm you have read and agree to those terms as part of this licence agreement.

If there is any conflict between the General Terms and these terms, these terms shall prevail.

If you do not agree to the terms of this Agreement, you must not use our Font Software.

## WHAT IS THIS LICENCE?

This Basic Licence allows you to use the Font Software for the purpose of producing digital artwork and proofs, static image files, pdfs, digital documents and posters, white papers, and other materials, including for use in signage, books, magazines, publications, stationery, packaging, static advertising and social media marketing relating to the specific Brand.

This licence is not for web use in software applications, hardware operating systems, e-publishing. You can purchase a licence for such uses on our website or after contacting us at [licensing@blast-foundry.com](mailto:licensing@blast-foundry.com).

You expressly acknowledge and agree that we make no representation or warranty that use of the Font Software (and any typeface resulting from such use of the Font Software) in a logo, symbol, emblem or other visual device by you, whether registered or not, will not infringe the intellectual property rights of any third party.

## COSTS

We calculate the cost of this Basic Licence based upon the number of users that will ultimately use the font. The costs will be as stated in the Sales Receipt.

Unless stated in the Sales Receipt, the Font Software may not be used by your Group. If you wish for the Font Software to be used by your Group (which may include use for multiple brands and/or product lines), get in touch at [licensing@blast-foundry.com](mailto:licensing@blast-foundry.com) for a corporate license.

## KEY DEFINITIONS:

The following key definitions will apply to this Agreement:

**“Brand”** means the brand identified to us during the checkout process and specified in the Sales Receipt or, if only the licensee information is identified during the checkout process, then it will be the single main brand under which you conduct your business;

**“Group”** shall mean your holding company and/or your subsidiary companies, and includes any holding company or subsidiary company of the same, and a member of your Group shall be construed accordingly;

**“Font Software”** means the software or instructions which, when used on an appropriate device or devices, generates the typeface and typographic designs and ornaments relating to the typeface identified in the Sales Receipt;

**“Materials”** means static image files, GIFs, rendered video files, flash files, and all other documents and files of any kind embedding or incorporating the Font Software, or any typeface generated by or in connection with the Font Software;

**“User”** means any individual within your employment or control (including, without limitation, an independent contractor or worker) who is permitted to access and use the Font Software in accordance with these terms;

**“Sales Receipt”** means the sales receipt containing key details of the Font Software, number of Users, details of any Group (if applicable), and other relevant information to which this Agreement relates, as issued by us to you following you entering into this Agreement;

**“Workstation”** means a portable, or non-portable, hardware device capable of installation of .OTF and/or .TTF file formats of the Font Software and via which Users are able to give commands that are followed by the Font Software.

## 1. SCOPE OF LICENCE

### 1.1 BASIC LICENCE GRANT

Subject to your timely payment and ongoing compliance with the terms of this Agreement (and without prejudice to any other right of termination as set out herein), we hereby grant to you a worldwide, non-exclusive, non-transferable, perpetual licence to allow the permitted number of Users (as described in the Sales Receipt) to install the Font Software on their Workstations and to use the Font Software to produce Materials in connection with the Brand, and/or to print and/or display such Materials on output devices, for your business purposes.

You may submit a request to increase the number of Users at any time. To do so, you must send an email to us via [licensing@blast-foundry.com](mailto:licensing@blast-foundry.com) stating the current number of Users and the proposed increased number of Users; If we consent to your request, you acknowledge and agree that such consent is subject to you paying additional fees in respect of expanded use in advance.

Where you are required to grant a sub-licence for use of the Font Software to any of your Users (for example, where those Users are a third party contractor, supplier or agent), you are permitted to do so only to the extent that the same is strictly necessary to enable those Users to provide services to you, or on your behalf, within

the scope set out herein. You hereby warrant that any sub-license granted shall:

- a. expressly exclude and not entitle any such sub-licensee to grant further sub-licenses;
- b. maintain and reflect the entirety of the provisions of this Agreement;
- c. and immediately and automatically terminate if this Agreement is terminated for any reason.

For the avoidance of doubt any sub-license granted by you shall be provided by you free and at no cost and shall not entitle you to charge or re-charge those Users any license fee, royalty fee, charge or any other consideration as a term or condition of such sub- license grant.

You shall at all times remain liable for all acts and omissions of those Users as though they were your own acts and omissions.

## 1.2 RESTRICTIONS

By downloading and/or using our Font Software, you undertake to us:

- to ensure that the Font Software is not used by any number of Users exceeding the number specified in the Sales Receipt;
- to maintain at all times a written, up to date list of the Workstations on which the Font Software is installed and used (Usage Information);
- to provide all relevant Usage Information to us within 10 days of our written request for you to do so;
- where any Users cease to work for you (or on your behalf), you undertake to us to take all steps necessary to ensure that those Users no longer have access to the Font Software (including by ensuring they irrevocably delete and cease all use of the Font Software, whether contained on a Workstation personally owned by those Users or otherwise);
- to ensure that where the Font Software is embedded into any Materials, such Materials are distributed in secured read-only mode that allows only printing and viewing and prohibits editing, selecting, enhancing, modifying, copying, downloading, extracting or transferring of the Font Software; and
- to ensure that in no circumstances is the Font Software distributed as, or within, an executable or installable file.

## 2. USAGE BEYOND THE SCOPE OF THIS LICENCE

Any of the following uses of the Font Software are beyond the scope of this Agreement and will require an additional licence to be purchased:

- embedding the Font Software within the coding of a website;
- filing an application to register as a registered intellectual property right (such as a registered trade mark, registered design, patent, or registered copyright application) any logo, graphic mark, symbol, emblem, or materials of any kind, containing or incorporating the Font Software or any typeface (or any typeface similar or identical to that) generated by the Font Software;
- copying, alteration, modification, combining, converting, renting, sublicensing, merging, transferring or distributing the Font Software;

- use in connection with the creation or publication of e-books;
- in mobile apps (applications that can be installed on mobile operating systems);
- embedding the Font Software in any games (such as video games, PC or handheld device games, website games etc.);
- use in editable documents to be distributed to third parties (e.g. Figma, Adobe InDesign, PowerPoint etc.);
- embedding of the Font Software within hardware equipment or the operation system of an electronic device (e.g. an e-book reader, a mobile operating system, etc.) or software;
- transmitting the Font Software to third parties via the Internet;
- printing or displaying the typeface generated by, or in connection with, use of the Font Software on more than 50 individual physical units of product which are intended for promotional or commercial use;
- embedding the Font Software within, or otherwise using the Font Software as part of the coding or interface of, any software product marketed or used by the public (which may include, without limitation, any software as a product (SaaS) or software as a service (SaaS)).
- use inside content or ads for broadcasting purposes (television, cinema, billboards, movies, streaming services)

Please visit our website or contact us via [licensing@blast-foundry.com](mailto:licensing@blast-foundry.com) with specific information if you plan to use the fonts beyond the scope of the license for more information and/or a price quote.

### 3. BACK-UP

You may make and use back-up copies of the Font Software for archival and recovery purposes only, provided that you retain exclusive custody and control over such copies. Any copy of the Font Software must contain the same copyright, trademark, and other proprietary information as the originals.

If you have any questions about this licence or our Font Software, please do not hesitate to contact us via [licensing@blast-foundry.com](mailto:licensing@blast-foundry.com). We are happy to assist you with support and advice.