

END USER LICENSE AGREEMENT APP LICENCE

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 Mobile App Licence allows you to embed the Font Software within a specific Title of an Mobile App and to make that Mobile App available to the public via the most common ‘App Stores’, such as Google Play, Apple App Store, and others, up to the maximum number of Download Instances as specified in the Sales Receipt.

This licence does not permit usage of the Font Software for the purpose of designing static image files, GIFs, rendered video files, flash files, logs, moving images (materials appearing via VOD streaming, live or other broadcast method), or other documents and files within which the Font Software is embedded, or any typeface generated by or in connection with the Font Software is displayed. Should you wish to make such use of the Font Software, you must obtain a Basic Licence from us. You can purchase a licence for such uses on our website or after contacting us at licensing@blast-foundry.com.

In case of direct contradiction between the terms of this Agreement and the Sales Receipt, the terms and conditions of this Agreement shall prevail.

KEY DEFINITIONS:

The following key definitions will apply to this Agreement:

“App Store” means a platform of any of the following app stores: ‘Google Play’; the Apple ‘App Store’; the Windows/Microsoft App ‘Store’; the ‘Amazon AppStore’; and such other stores as we may permit in writing from time to time;

“Download Instance” means each download and/or install instance and/or streaming user of the Mobile App;

“Font Software” means the software or instructions which, when used on an appropriate device or devices, generates typeface and typographic designs and ornaments and which are the subject of your order during which you have accepted these terms;

“Mobile App” means a software program intended to operate on a personal handheld mobile device (excluding laptop computers and consoles) and which is:

- distributed as software only by you to end users, either directly or via an App Store;
- not embedded into hardware of any kind;
- not embedded into a platform or operating system that can run other software programs; and
- is not an operating system.

“Sales Receipt” means the sales receipt containing key details of the title of the Title of the Mobile App, the Font Software, the maximum number of Download Instances, and other relevant information to which this Agreement relates, as issued by us to you following you entering into this Agreement;

“Title” means the individual App title specified in the Sales Receipt for which use of the Font Software is authorised under this Agreement, and which includes all iterations of that specific App title which are materially and functionally equivalent across App Stores, but which excludes all sequels, relaunches, derived titles, iterations, series or otherwise to that App title.

1. SCOPE OF LICENCE

1.1 MOBILE APP 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 publish a Mobile App within which the Font Software is embedded, under the Title and via the App Stores only, for the purpose of making that Mobile App available for download and/or use by the public up to the maximum number of Download Instances specified in the Sales Receipt.

You acknowledge and agree that this Mobile App Licence does not permit use of the Font Software in respect of a Mobile App which has been, or is subject to, an aggregate of more than 2,500,000 Download Instances across all platforms through which it is made available to the public. In the event that the aggregate number of Download Instances exceeds 2,500,000, you are required to obtain from us in advance a bespoke licence permitting use of the same. To do so, you must send an email to us via [email] stating the current number of Download Instances and the anticipated number of Download Instances in the future; 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.

1.2 RESTRICTIONS

By downloading and/or using our Font Software, you acknowledge and agree that:

- this licence does not permit use the Font Software for the purpose of generating any 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, and that you have obtained a Basic Licence in respect of such use prior to making any use of the Font Software under this licence;
- you will maintain at all times a written, up to date list of the number of Download Instances in respect of the Mobile App (Usage Information);
- you will ensure the Font Software is not embedded and otherwise used in connection with desktop applications, games, plugins, templates, skins or themes, apps enabling custom typesetting, or apps that enable saving and/or export of the Font Software or any part of it;
- you will ensure the Font Software is not embedded into hardware or any operating systems of any kind;
- the Font Software will be used only in respect of Apps distributed as software intended for operation on mobile handheld personal devices only (which, you acknowledge, does not include laptop computers);
- the Font Software will not be used in respect of an App to be marketed, promoted or sold through any platform other than the App Stores;
- the Font Software will not be used in, or as part of, any operating systems; and
- you must not modify, adapt, translate, reverse engineer, change the file format, decompile, disassemble, alter, or attempt to discover the source code of the Font Software, whether by yourself or through any third party.

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:

- to produce digital documents and/or digital products
- to display typefaces on a printer or other output device;
- copying, alteration, modification, combining, converting, renting, sublicensing, merging, transferring or distributing the Font Software;
- use in e-books;
- use in mobile apps (applications that can be installed on mobile operating systems);
- in any design software that allow to install WOFF files (e.g. Figma, Sketch etc.);
- use in connection with moving images (such as videos, promotional clips, GIFs, and any other moving images), including where the Font Software is used to display the typeface in any title, subtitles, or other written text relating to the same;
- in connection with broadcasting, transmitting, streaming or airing (e.g.

exhibition or display in cinemas, motion pictures, on television or on cable television, etc.);

- use as a logo or trade mark (whether registered or unregistered);
- 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;
- transmission of the Font Software to third parties via the Internet;
- use on products you sell (including as or within software products);
- transmitting the Font Software to third parties via the internet or otherwise;
- use on or in documents or material that are to be made available via social media channels.

Please visit our website or contact us via licensing@blast-foundry.com with specific information if you plan to use the Font Software 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. We are happy to assist you with support and advice.