

# END USER LICENSE AGREEMENT STUDIO 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 on behalf of a business, you acknowledge and agree that you are entering into these terms on behalf of that business and represent and warrant to us that you have full authority to enter into this Agreement on behalf of that business.**

**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 Agreement allows you and your Authorised Users to use the Font Library for the purpose of promoting the Font Library (or any part thereof) to your customers with a view to those customers obtaining from us a licence for use of the Font Software.

This Agreement does not allow you to use the Font Software for any other purpose unless and until a legitimate licence authorising such additional use has been obtained from us in advance.

This Agreement is personal to you and does not permit use by your Group. Should you wish for your Group to be able to use the Font Library, please contact us via [licensing@blast-foundry.com](mailto:licensing@blast-foundry.com) to obtain the relevant licence.

## 1. ORDERS AND AGREEMENT PARAMETERS

1.1 The following definitions apply to these terms:

**“Approved Device”** means a hardware component which supports the installation of any part of the Font Library and via which an Authorised User is able to give commands that are followed by the Font Library or implement the Font Library;

**“Authorised Users”** means, for the purpose of this Agreement, your

employees, officers, directors, subcontractors, consultants, workers and agents who are permitted to access and use the Font Library in accordance with these terms;

**“Excluded Fonts”** any Font Software owned or controlled by us which we notify you as being excluded from the Font Library from time to time;

**“Font Library”** the collection of Font Software (excluding the Excluded Fonts), and any part thereof, owned and/or otherwise controlled by us which are made available to you from time to time for the Permitted Purpose;

**“Font Software”** means software or instructions which, when used on an appropriate device or devices, generates typeface and typographic designs and ornaments which are owned and/or controlled by us from time to time;

**“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;

**“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 in connection with the Permitted Purpose;

**“Permitted Purpose”** means the purpose of displaying and promoting the Font Library (or part thereof) to your customers with a view to those customers obtaining a licence for use of the Font Software;

## 2. SCOPE OF LICENCE

**2.1** Subject always to your ongoing compliance with our terms, we hereby grant to you a non-exclusive, non-transferable right to:

2.1.1. use the Font Library solely in connection with the Permitted Purpose. Unless specifically and expressly permitted elsewhere in these terms, you are not permitted to distribute the Font Library (or any part thereof) or otherwise store, cache or serve the same through the internet to users by way of a server, intranet, or any other technology; and

2.1.2. provide access to the Font Library (or any part thereof) to any of your Authorised Users to install and use the same on their Approved Devices SAVE THAT the Font Library is used by those Authorised Users solely in connection with the Permitted Purpose. For the avoidance of doubt, where you provide the Font Library or any part thereof to the Authorised Users in accordance with these terms, you agree that you will ensure such Authorised Users will not use the Font Library for the supply of any services to any other person or party, and you hereby agree that you remain at all times fully liable for those Authorised Users’ acts and omissions. In addition, you shall not charge or otherwise receive any rewards or other benefits for providing the Font Library to such Authorised Users.

**2.2** In relation to the Authorised Users, you undertake that:

2.2.1. where an Authorised User ceases to be an employee, officer, director, subcontractor, consultant, worker or agent (as the case may be), or otherwise ceases to be within your control, you undertake to take all steps

necessary to ensure that such Authorised User irrevocably deletes (whether from their Approved Devices or otherwise), and cease all access to and use of the Font Library;

- 2.2.2. you shall ensure that all Authorised Users are aware of these terms and you shall ensure their compliance with the same; and
- 2.2.3. you shall maintain a written, up to date list of all Authorised Users and Approved Devices on which the Font Library is installed and provide such list to us within a reasonable period from receipt of our written request.

### **3. PURPOSES FOR WHICH THE FONT LIBRARY MAY BE USED**

**3.1** You may, in connection with the Permitted Purpose:

- 3.1.1. use the Font Library in accordance with these terms on a worldwide basis, perpetually (subject to our right, without prejudice to any other remedies available to us, to terminate any and all agreements we have in place with you for convenience, or for your (and/or your Authorised Users') breach of these terms or otherwise);
- 3.1.2. on the condition that you remain at all times fully liable for the acts and/or omissions of your customers, provide to those customers Materials incorporating any typeface and typographic designs or ornaments produced by any part of the Font Software contained within the Font Library **SAVE THAT** such Materials must be issued in secured read-only mode that allows only printing and viewing, and prohibits editing, selecting, enhancing or modifying the text, and prohibits extraction, of any part of the Font Library (including the font files / software) from the same and all other requirements and restrictions herein;
- 3.1.3. upload (and/or authorise your Authorised Users to upload on your behalf) the Font Library to creative suites which you and, where applicable, your Authorised Users have a proper licence in place to use, including Canva, Unfold etc as necessary for the Permitted Purpose **SUBJECT ALWAYS** to you ensuring that:
  - use of the Font Library is restricted to use in connection with the Permitted Purpose by you and your Authorised Users, and you hereby agree that you will remain fully liable for any use outside of the scope of these terms by you and your Authorised Users (as the case may be);
  - ensuring that the Font Library is not otherwise distributed to, or accessible by, your customers or any other third parties (other than your Authorised Users);
  - ensuring that neither your customers or any other third party (other than the Authorised Users) can select, edit, or otherwise manipulate the Font Library, by way of text composition, editing or otherwise; and
  - disabling any feature, setting, or configuration that permits your customers or any other third party to save or export files created using the Font Library in any way whatsoever.

## 4. RESTRICTIONS ON USE

- 4.1** You agree that you shall not use the Font Library in connection with:
- 4.1.1. producing and/or delivering any Materials or other deliverables to be used publicly and/or on a commercial basis (for example, in respect of marketing materials) by the customer;
  - 4.1.2. any purpose not expressly set out in hereunder;
  - 4.1.3. embedding any part of the Font Library into any website that is accessible by any of your customers or any other third party (including use via CSS rule @ font-face or other forms of font linking) outside of your control;
  - 4.1.4. utilising any part of the Font Library in any electronic device (including mobile phones, smartphones, ATMs and tablets) and/or 'epublication' files including those with the extensions .EPUB, .MOBI, .AZW;
  - 4.1.5. converting any part of the Font Library from one file format to another;
  - 4.1.6. embedding any part of the Font Library into any mobile or computer application (a separate licence is available for this from our website(s));
  - 4.1.7. amending, altering adapting, converting, disassembling, decompiling, reverse engineering, translating, or otherwise modifying any part of the Font Library;
  - 4.1.8. supplying the Font Library to any third party not expressly permitted by these terms.
- 4.2** Prior to you granting Authorised Users access to any part of the Font Library, you shall ensure each Authorised User is aware of the terms of this Agreement (in particular, the terms of this clause 4) and shall ensure that the Authorised Users comply with the restrictions set out herein as if they were a party to this Agreement.
- 4.3** You hereby agree to indemnify and hold us harmless against any and all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Licensor arising out of or in connection with any breach by you or your Authorised Users of this clause 4.

## 5. ADDITIONAL OBLIGATIONS

- 5.1** You acknowledge and agree that you have no authority or ability to vary the terms of any licence or enter into any licence on our behalf, and you shall not make any representations, warranties, or other promises concerning the Font Library or hold yourself as acting as our agent or on our behalf.
- 5.2** At your own expense, you will comply with all laws, statutes, regulations, codes and government guidance relating to your activities under this Agreement, as they may change from time to time, including without limitation any requirements under the Bribery Act 2010.

## 6. OTHER TERMS

- 6.1** This Agreement incorporates by reference all of the terms set out in our ‘General Terms’ that can be found [here](#) which you hereby confirm you have read and agree to as part of this Agreement. Notwithstanding that we endeavour to make this Agreement available to you within your account section once you have placed an order with us, we advise you print a copy of the same. If you cannot access these terms within your account section and would like a hard copy of these, please request them from us.
- 6.2** In addition to the termination provisions of the General Terms, you acknowledge and agree that we may withdraw your access to the Font Library (and any part thereof) at any time and for any reason by giving 30 days’ written notice without liability to you.
- 6.3** You acknowledge and agree that we may refuse to grant a licence to any of your customers for any reason.
- 6.4** Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between us, or allow either of us to act as (or be deemed to be) an agent of the other, or authorise either of us to make or enter into any commitments for or on behalf of the other.

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.