

END USER LICENSE AGREEMENT SOCIAL MEDIA 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 Social Media Licence allows the publication of Materials generated under the Basic Licence to Followers via Social Media Accounts to the extent described below.

This licence does not permit usage of the Font Software for the purpose of designing Materials. 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.

Costs

The cost of this Social Media Licence will be determined by the number of Followers of the Social Media Account(s) through which the Materials will be published, and the relevant ‘tier’ within which that number of Followers falls. The ‘tiers’ are further explained on our website [HERE] and as specified in the Sales Receipt.

If at any time the aggregate number of Followers exceeds the number of Followers permitted by the ‘tier’ for which you have paid, you will be required to purchase an additional licence for the next ‘tier’. This licence must be obtained by sending us an email to licensing@blast-foundry.com

KEY DEFINITIONS:

The following key definitions will apply to this Agreement:

“Basic Licence” means a licence granted to you by us which allows use of the Font Software for the purpose of producing digital artwork and proofs, static image files, pdfs, digital documents and posters, white papers, and other Moving Image Materials, including for use in signage, books, magazines, publications, stationery, packaging, static advertising and marketing to the extent described within that licence.

“Brand” means the brand identified to us during the checkout process or, if only licensee information is identified during the checkout process, then it will be the main brand (as determined by us, acting reasonably) under which you conduct your business;

“Follower” means a profile or user which receives (or is capable of receiving by way of sponsored and/or promoted posts) information from you (or your Influencer(s)) via the Social Media Account(s);

“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;

“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;

“Influencer” means a third party who may be engaged by you for the purpose of promoting your Brand via their Social Media Accounts (which may include members of your Group, to the extent such members receive and use the Materials);

“Materials” means static or moving 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 under the Basic Licence;

“Sales Receipt” means the sales receipt containing key details of the Font Software, the relevant licence tier (as determined by the total number of Followers and other relevant information to which this Agreement relates, as issued by us to you following you entering into this Agreement);

“Social Media Account” means any account through which interactive technology platforms (functioning either as software applications or web, mobile or tablet based applications) enabling the sharing of information, ideas, interests, and other forms of expression through virtual communities and networks may be accessed (which may include, but are not limited to, Baidu Tieba, Facebook (Meta), Instagram, LinkedIn, QZone, TikTok, Tumblr, Twitter, Vimeo, Weibo, WeChat, and YouTube).

1. SCOPE OF LICENCE

1.1 SOCIAL MEDIA 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: i) distribute the Materials to the number of Followers specified in the Sales

Receipt via your own Social Media Accounts; and ii) authorise your Influencers to distribute the Materials to the number of Followers specified in the Sales Receipt via their Social Media Accounts; each solely in connection with promotion of the Brand.

For the avoidance of doubt, this licence grant permits publication of Materials only and does not permit the grant of any sub-licence for use of the Font Software to any third party (including, without limitation, your Influencers).

We are not required to provide you with a copy of the Font Software under this licence.

1.2 RESTRICTIONS

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

- you will not publish (and will not permit Influencers to publish) the Materials to more than the maximum number of Followers specified in the Sales Receipt, unless we otherwise agree in advance in writing;
- this licence does not permit use the Font Software for the purpose of generating Materials 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;
- where the Font Software is embedded into any Materials, such Materials will be 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
- you will ensure that in no circumstances is the Font Software distributed as, or within, an executable or installable file;
- you will ensure that the Materials are used solely by you and your Influencers for the purposes of promoting the Brand;
- you will ensure that your Influencers will not change, edit, or otherwise manipulate the Materials and that those Influencers will not use those Materials for themselves/their own brand without reference to the Brand;
- you will remain liable for the acts and omissions of the Influencers as if those acts and omissions were your own.

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:

- use in broadcasts or moving images (including videos and other moving images) distributed to the public other than via a Social Media Platform. For the avoidance of doubt, distribution via television networks and on-demand video streaming services such as Amazon Prime, Netflix, Now, and other on-demand streaming platforms will require you to purchase a Broadcast/Moving Image licence;
- 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;
- 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 with specific information on such projects 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.