

END USER LICENSE AGREEMENT WEBFONT 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 Webfont Licence allows you to host the Font Software on the web server for the Website (which will either be self-hosted or hosted by a third party) for the purpose of having the typeface and typographic designs and ornaments generated by the Font Software displayed on your Website for up to a specific number of Page Views.

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:

“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;

“Page Views” means the number of requests to load a single page on the Website received per calendar month;

“Sales Receipt” means the sales receipt containing key details of the Font Software, Page Views and Website to which this Agreement relates, as issued by us to you following you entering into this Agreement;

“Scope of Licence” means Clause 1 to 3 of this licence agreement;

“URL” means Uniform Resource Locator; and

“**Website**” means the website (a collection of web pages, images, videos or other digital assets that are hosted on one or more web servers, accessed from a common root URL, which, for the avoidance of doubt, includes all subdomains and subpages of the URL) owned or controlled by you as set out in the Sales Receipt but does not include additional top-level domains or any second-level domains.

1. SCOPE OF LICENCE

1.1 TRIAL 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 use the Font Software on the Website by installing the Font Software on a server and/or Content Distribution Network (CDN) via the `css@font-face` declaration in the provided Web Open Font Format (WOFF and WOFF2), up to the maximum traffic calculated by the agreed Page Views Per Month. Other formats (e.g. EOT, TTF, etc.) may be available upon written request and subject to the payment of additional licence fees.

1.2 MEASURING PAGE VIEWS

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

- that, as far as you are aware, the total traffic to the Website measured by Page Views shall not exceed the amount specified in the Sales Receipt per calendar month;
- to proactively monitor the total Page Views at all times;
- to provide to us within 10 working days of our written request complete, accurate and up-to-date data regarding the number of Page Views requested;
- to not remove, amend or modify any font information (including, without limitation, metadata) or file name of the Font Software;
- not to rename or otherwise identify the Font Software in any way other than by the original Font Software name in any CSS file.

In the event that the number of Page Views exceeds the amount of Page Views specified in the Sales Receipt in any given calendar month, you acknowledge and agree that it will be necessary to purchase an additional licence to account for the increased number of Page Views. In the event that you do not purchase such a licence on reasonable request, we reserve the right to immediately terminate this licence.

1.3 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 ensure the Font Software is not embedded and otherwise used in connection with games, plugins, templates, skins or themes, apps or websites

enabling custom typesetting, or apps that enable saving and/or export of the Font Software or any part of it;

- the Font Software will not be used other than as expressly set out in this Agreement;
- the Font Software will be used solely for your business purposes and not on behalf of any third party;
- the Font Software will not be sub-licensed to any party (including any entity controlled or owned by you, or which controls or owns you, or any other third party consultants, agents, subcontractors, or otherwise);
- the Font Software will not be used in any way that enables, permits, or allows (by act or omission) visitors of the Website to access and/or permanently install and/or download the Font Software files other than for the purpose of viewing the Website;
- no third party (including third party website hosting providers) or website (other than the Website) will be able to access the Font Software (and shall action and implement such technical measures and precautions necessary to prevent the same);
- the Font Software will not be used on or incorporated into any website including the Website other than via CSS rule via @font-face;
- the Font Software will not be used in any way that allows it to be edited, including in any forms, or text fields that may be completed, created or edited by visitors to the Website;
- the Font Software will not be used to create logos, trade marks or other service marks using the Font Software;
- the Font Software will not be modified, adapted, translated, reverse engineered, , decompiled, disassembled, altered, nor will the file format be changed and nor will any attempt be made to discover the source code of the Font Software;
- the Font Software will not be embedded into any mobile or computer application (a separate licence is available for this from our website(s) on written request); and/or
- the Font Software will not be supplied to any third party not expressly permitted by these terms.

This Agreement does not allow hotlinking or directory listing. You must not convert the Font Software into any other format or use the Font Software in connection with any other transmitting techniques.

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.