

BLAST FOUNDRY END USER LICENCE AGREEMENT (EULA)

Version 1.3 – January 15th 2026

This End User Licence Agreement (“Agreement”) sets out the legal terms and conditions between:

- **Blast Foundry Zwolle**, a sole proprietorship registered in the Netherlands under Chamber of Commerce number 60376368, with its registered office at Bonkenhavestraat 180, 8043TD Zwolle, the Netherlands (“we”, “us” or “our”), and
- **You**, the individual or business accessing our services and/or downloading or using our Font Software.

By downloading, installing, accessing, or using our Font Software for any purpose described in this Agreement, you agree to be bound by its terms. If you are entering into this Agreement on behalf of a business or other legal entity, you warrant and represent that you have full authority to do so and to bind that entity to these terms.

What applies to you?

The specific that apply to you are determined by the licence(s) you have purchased, as set out in your invoice or order confirmation from Contemporary Type. **In Part 1A–C, only the sections corresponding to your purchased licence(s) apply to you.** If there is any conflict between a licence section (Part 1A–C) and the General Terms, the relevant licence section shall prevail.

This document includes the following Parts:

- **Part 1A – Desktop Licence Terms**
- **Part 1B – Web Licence Terms**
- **Part 1C – Mobile App Licence Terms**
- **Part 2 – General Terms** (applies to all licence types)

By ticking the box during the order process, you confirm you have read and agree to the applicable licence terms and the General Terms.

Contact:

Diana Ovezee & Barbara Bigosińska
licensing@blast-foundry.com

PART 1A: DESKTOP LICENCE TERMS

WHAT IS THIS LICENCE?

This **Desktop License** 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.

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 Desktop License 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 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 DESKTOP LICENSE 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 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-licence granted shall:

- a. expressly exclude and not entitle any such sub-licensee to grant further sub-licences;
- 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-licence 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-licence 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;
- use inside content or ads for broadcasting purposes (television, cinema, billboards, movies, streaming services)
- 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.);
- 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;
- 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)).

Please visit our website or contact us via 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.

PART 1B: WEB LICENCE TERMS

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 WEB 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 Desktop 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;
- 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 to create logos, trade marks or other service marks using 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.
- the Font Software may not be hotlinked or exposed through public directory listing
- the Font Software may not be converted into other file formats.

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 allows 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.

PART 1C: MOBILE APP LICENCE TERMS

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 Desktop 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 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 Desktop 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;
- in any design software that allows to install WOFF files (e.g. Figma, Sketch etc.);
- 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;
- 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.

PART 2: GENERAL TERMS

1. WHO WE ARE

We are Blast Foundry Zwolle (we/us/our) a sole proprietorship registered in the Netherlands with Chamber of Commerce number 60376368. Our registered address is Bonkenhavestraat 180, 8043TD, The Netherlands.

2. TERMS

- a. It is important that you read and retain a copy of these terms for future reference, as they form part of the contract you have with us.
- b. We may amend or make changes to these terms (and/or our licence and other agreements) from time to time to reflect changes to our products or business. Please check these terms each time you use our website or purchase a licence for use of our Font Software from us to ensure you understand the terms that apply at that time.
- c. Where reference is made in this agreement (including, for the avoidance of doubt, the Scope of Licence) to a 'reasonable period' the same shall mean as soon as reasonably possible, and in any event, no more than 14 days from the date on which the period commences.

3. INTELLECTUAL PROPERTY RIGHTS

- a. We are the owner or licensee of all intellectual property rights, wherever in the world arising, whether registered or unregistered (and including any application), including copyright, know-how, confidential information, trade secrets, business names and domain names, trade marks, service marks, trade names, patents, petty patents, utility models, design rights, semi-conductor topography rights, database rights and all rights in the nature of unfair competition rights or rights to sue for passing off in any and all typeface and font software on our website and as defined and further detailed in the Scope of Licence and you hereby acknowledge that the Font Software is protected under the Copyright, Designs and Patents Act 1988 and/or equivalent international and national laws and treaties.
- b. Other than to the extent expressly set out in this agreement, nothing herein shall be deemed to grant any right, title or interest in or to the intellectual property rights subsisting in the Font Software.
- c. All Font Software will be supplied in machine executable code.

4. YOUR WARRANTIES

Except as expressly set out in any licensing agreement (whether or not concluded on or via our websites) that we have granted to you specifically within a Scope of Licence, you warrant and represent to us that:

- a. you will not use, and will not cause or authorise any other party to use, the Font Software (or any part thereof), or any materials produced using the Font Software (or any part thereof), if doing so would be outside the Scope of Licence.

- b. you will not modify, adapt, change, disassemble, decompile, reverse engineer or create derivatives of the Font Software (or any part thereof), or convert its file type;
- c. you will use best endeavours to protect the Font Software (and any part thereof) from unauthorised access and use by third parties (including by ensuring that your systems and network uses up-to-date and modern security software and procedures to prevent unauthorised access to the Font Software);
- d. you will not use, and will not cause or permit any other party to use, the Font Software in any manner which, in our reasonable opinion, is likely to damage, weaken or otherwise be detrimental to the reputation or goodwill associated with us or the Font Software;
- e. you will not sub-licence use of the Font Software (or any part thereof) to any third party, including to any third party service provider(s) (Sub-licencee(s)), unless we have otherwise expressly authorised you to do so in advance in writing as part of the Scope of Licence. Where we have permitted a Sub-licencee to use the Font Software, you acknowledge and agree that the Sub-licencee may only do so as is strictly necessary to enable you to use the Font Software (or any part thereof) in accordance with the Scope of Licence;
- f. you will ensure all Sub-licencees use the Font Software only on your written instructions (which shall be in accordance with the Scope of Licence);
- g. you will immediately notify us upon becoming aware of any actual or likely infringement of the intellectual property rights in the Font Software (or any of them) and, where applicable, any breach of the Scope of Licence, and you shall provide all assistance as reasonably required by us in order to investigate and resolve the matter ; and
- h. you will be responsible for all taxes, charges and levies payable in respect of your licensing of the Font Software (or any of them).

Any breach of the warranties set out in this paragraph 4 shall be considered a material breach of this agreement.

5. EMBEDDING

- a. Except as otherwise set out in the Scope of Licence, embedding and transmitting the Font Software is prohibited.
- b. Where the Scope of Licence grants use in respect of .pdf creation and external distribution of the resulting .pdf documents to end users for the purpose of those end users to download/access the document, you and all Sub-licencees (whether acting by themselves or by their employees, officers, suppliers, contractors and/or agents, as the case may be) may embed the Font Software (or any of part thereof) within a file intended for consumption by that end user, in accordance with the restrictions set out in the Scope of Licence. You will use all reasonable endeavours to ensure that the Font Software is not distributed as, or within, an executable or installable file, nor that the Font Software is installed on or within any end user's hardware operation system, by you, the Sub-licencees or their employees, suppliers, contractors or agents.
- c. Where the Scope of Licence grants use in respect of webpages, you and any Sub-licencees (by themselves or by their employees, suppliers, contractors and/or agents) may only put online and/or link (excluding hotlinking) to the .WOFF, and .WOFF2, and/or Web-Only .TTF file formats of the Font Software (or

any part thereof), provided the same is within the Scope of Licence. You will ensure that you, Sub-licencees, and their employees, suppliers, contractors and agents will not put online and/or link to any other file format, including, but not limited to, TrueType or OpenType. Use of the Font Software with web font technologies other than @Font-Face, such as (by way of example, not limitation), sIFR, Cufon or Typeface.js is not permitted save as expressly set out in the Scope of Licence.

6. OUR WARRANTIES

- a. We warrant that, for a period of 14 days from entering into a licensing agreement with us, the Font Software licensed thereunder will, under normal use in accordance with the Scope of Licence, operate or perform for the uses granted to you by the Scope of Licence (and, if applicable, in substantial accordance with the specifications set forth in the documentation accompanying the Font Software).
- b. The warranty contained in clause 6a. shall not apply to the extent:
 - i. that you fail to use reasonably modern and commonly utilised technology, software, hardware, operating personnel and/or operating environments (i.e. an outdated printer);
 - ii. the failure of the Font Software (or any part thereof) results from any modification, or actual or attempted file format alteration, to the Font Software (or any part thereof) other than by or on our behalf;
 - iii. that any person or that us has attempt to rectify the failure;
 - iv. the failure is attributable to causes external to the Font Software (or any part thereof) including but not limited to failure or fluctuation of electrical supplies, hardware failures (including failure of the hardware on which the Font Software is installed), use on or within antiquated hardware or software, accidents or natural disasters;
 - v. the Font Software has been used outside of the Scope of Licence, and, in any case, is subject to you providing to us on request and without undue delay:
 - vi. full written reports regarding the failure of the Font Software and the circumstances of the failure; and
 - vii. any other information reasonably requested by us for the investigation of the failure.
- c. In relation to a breach of clause 6a., the sole and exclusive remedy available to you will be, at our sole discretion, either:
 - i. the repair or replacement of the Font Software (or any part thereof) that is in breach of the warranty; or
 - ii. a refund of the fee (not including any interest) paid by you for the defective Font.
- d. Except for warranties expressly set out in this clause 6, the Font Software is delivered “as is” and we make, and you receive, no additional express or implied warranties in regards to the same.
- e. We hereby expressly disclaim any and all other warranties of any kind or nature concerning the Font Software, whether express or implied, including without limitation, any warranty or title, merchantability, fitness for a particular purpose, performance levels, non-infringement, non-interference

with enjoyment, operation without interruption, errors within the Font Software, course of dealing, or usage in trade.

7. LIMITATION OF LIABILITY

- a. This section sets out our total liability to you in respect of:
 - i. this agreement;
 - ii. the Scope of Licence (to which these terms are incorporated); and
 - iii. any statement, representation, tortious act or omission (including negligence) arising under this agreement,
- b. whether the event giving rise to such liability arises from our own acts and/or omissions, or those of our employees, officers, agents, subcontractors or consultants. In no circumstances shall we be liable for any loss of profits, goodwill, reputation, business, anticipated savings, contracts, goods, data (or corruption of that data) or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
- c. Our liability for all other claims arising from or in connection with this agreement shall be limited to the amount paid-up by you to us for the licence of the Font Software.
- d. Nothing in this section, or elsewhere in this agreement, excludes or limits our liability for:
 - i. death or personal injury resulting from negligence; or
 - ii. any damage or liability you incur as a result of fraud or fraudulent misrepresentation.

8. DATA PROTECTION

Where applicable, you acknowledge and agree that your name, address and payment record may be submitted to a credit reference agency and that personal data will be processed on your behalf in accordance with the terms of our [privacy policy](#).

9. COMPLIANCE INFORMATION AND AUDIT

- a. You will provide to us in writing, and without undue delay, all such information and evidence as we reasonably require to determine and verify your compliance with the Scope of Licence and these terms ("Compliance Information"). Provision of the Compliance Information will be provided by you to us within a reasonable timescale agreed between us, and in the absence of such agreement, no later than 10 days of our written request.
- b. If in our opinion (acting reasonably) you fail to provide such Compliance Information in accordance with clause 9a. or we otherwise have reason to believe that such Compliance Information is inaccurate or fraudulent, then, provided we give at least 5 days' prior written notice and comply with such written confidentiality undertakings as reasonably required by you, we (or our professional advisers) may during GMT 9am to 5pm on any business day (Monday – Friday), audit and take copies of relevant records, and other documents as we (acting reasonably) deem necessary to verify your compliance with the terms of the Scope of Licence and these terms. If such inspection reveals a discrepancy between actual use of the Font Software (or any part thereof) and the permissions granted in the Scope of Licence, then you shall promptly pay on demand the shortfall for such unlicensed use and

reimburse us in respect of any reasonable professional charges incurred for such audit, inspection and rectification and for the reasonable cost associated with and incurred in the course of any reaudit conducted within the 24 month period following such audit that revealed a shortfall.

10. FEES AND PAYMENT

- a. Any rights or licence granted to you (whether in accordance with the terms of this licence agreement or otherwise) is in consideration of, and subject to, you paying the fees (and applicable taxes) for the Font Software in full to us calculated in accordance with our then current price list and the information provided during the order process of which acceptance of this licence agreement is a necessity.
- b. Unless otherwise agreed in writing, you will pay our invoices within 14 days of the invoice date or immediately as part of the order process of which acceptance of this licence agreement is a necessity, whichever is applicable and earlier. We shall make the Font Software available to you in the applicable format as set out in the relevant licence terms as soon as reasonably possible following receipt of full payment.
- c. If this licence agreement terminates for any reason, all amounts due to us shall become immediately payable. This is without prejudice to any other right of ours to claim interest under the law or under this licence agreement.

11. ADDITIONAL LICENCES

- a. You may, from time to time, purchase additional licensed rights.
- b. If you wish to purchase additional licences or additional scope under such licences, you shall request this from us in writing. We shall evaluate such request and respond with approval or rejection of the request and confirm how much such additional licences or scope (versus your current scope) the additional licence(s) will cost.
- c. If we approve your request to purchase and you agree with the fee proposed, you shall pay to us the relevant fees for such additional licensed rights as applicable as set out by us.

12. INDEMNITY

You are at all times fully responsible for compliance with the terms of this agreement and are fully responsible and remain liable to us for the acts and omissions of your employees, officers and Sub-licencees (as well as your Sub-licencees' employees, officers, suppliers, contractors and agents). You hereby indemnify us, and shall keep us indemnified at all times, against any and all losses, costs (including legal, recovery, and accounting costs), damages, liabilities, expenses, management time, and all other losses of whatever nature (including whether indirect or direct, foreseeable or otherwise), suffered or incurred by us now and in the future whether arising from or in connection with:

- a. Any breach of this agreement; or
- b. The acts and omissions of your Sub-licencees (whether carried out by your Sub-licencees' employees, officers, suppliers, contractors, agents or otherwise).

13. TERMINATION

- a. Without prejudice to any other rights or remedies which the Parties may have, and any other rights of termination set out in the Scope of Licence, either party may terminate this agreement without liability to the other immediately on giving written notice to the other if:
 - i. that other commits any material breach of its obligations under this agreement (which, if remediable, is not remedied within 20 days (or where the breach is in relation to a failure to pay any amount due, 7 days) after the service of written notice specifying the breach and requiring it to be remedied); or
 - ii. that other commits any non-remediable material breach; or
 - iii. that other ceases to trade (either in whole, or as to any part or division involved in the performance of this agreement) or becomes insolvent or is otherwise deemed (acting reasonably) unable to pay its debts within the meaning of the insolvency legislation applicable to that party.
- b. On termination of this agreement for any reason:
 - i. you shall immediately pay to us all of our outstanding unpaid invoices and interest;
 - ii. you (and any third party to whom the Font Software have been made available) shall immediately and irretrievably delete the Font Software from your systems;
 - iii. any right, remedy, obligation or other liability of either party that exists at termination will not be affected. This includes the right to claim damages for any breach of the agreement which existed on or before the date of termination; and
 - iv. any section which expressly, or by implication, has effect after termination shall continue in full force and effect.

14. ASSIGNMENT

You may not assign, charge, sub-contract, sub-licence (unless expressly permitted to do so in this agreement) or otherwise dispose of any of its rights or obligations under this agreement without our prior written consent.

15. WAIVER

The rights of either party arising out of any provision of this agreement or any breach of it shall not be waived except in writing. Any waiver by either party of any of its rights under this agreement or of any breach of this agreement shall not be construed as a waiver of any other rights or of any other or further breach.

16. ENTIRE AGREEMENT

This agreement (and any document referred to in it) constitutes the entire agreement of the Parties with respect to its subject matter. Each party warrants to the other that, in entering into this agreement it does not rely on any statement, representation, assurance or warranty of any person (whether a party to this agreement or not) other than as expressly set out in this agreement. Nothing in this section limits or excludes any liability for fraud.

17. SEVERABILITY

All agreements and covenants contained in this agreement are severable and in the event of any of them being held to be invalid, unlawful or unenforceable to any extent by any competent court this agreement shall be interpreted as if such invalid unlawful or unenforceable agreements or covenants were not contained within this agreement.

18. NOTICE

- a. Any notice given under this Agreement shall be in writing and shall be delivered personally, by email, or sent by pre-paid first-class registered post or recorded delivery to the address set out in this Agreement or another address as specified by that Party by written notice to the other.
- b. For the purpose of this Clause 18, a 'Business Day' is a day when the banks in Amsterdam, The Netherlands are open for business. In the absence of evidence of earlier receipt, and subject to clause 18.c, notices served in accordance with clause 18.a shall be deemed to have been received:
 - i. if delivered personally, at the time of actual delivery;
 - ii. if served by prepaid recorded delivery first class post, two Business Days from the date of posting;
 - iii. if served by registered airmail, five Business Days from the date of posting; and
- c. If deemed receipt under clause 18 b. occurs on a day which is not a Business Day or after 5.00 p.m. on a Business Day, the relevant notice shall be deemed to have been received at 9.00 a.m. on the next Business Day.
- d. For the avoidance of doubt, notice given under this agreement shall not be validly served if sent by fax or email.

19. LICENCE AND MARKETING

You hereby grant to us the right and permission to (a) reference the relationship between us and you, (b) your use of the Font Software (including reference to your business name, trade mark, and/or service mark), and (c) display screenshots, photographs and captures of your use of the Font Software.

20. LAW

- a. This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.
- b. The Parties agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).