

FONT SOFTWARE END USER LICENSE AGREEMENT (EULA)

This End User License Agreement (EULA) between you (the Licensee) and mod.io Pty. Ltd. (the Supplier) governs the use of the Font Software and the fonts. By using our services, you acknowledge that you have read, understood and agreed to be bound by the terms and conditions of this EULA.

I. OWNERSHIP

- A. The Font Software is the sole property of the Supplier. Its structure, organization, and code are valuable trade secrets of the Supplier.
- B. The Supplier owns the intellectual property rights contained in the Font Software. No transfer of ownership of any intellectual property will occur under this EULA.
- C. Except for the rights to use the Font Software granted by this EULA, all other rights are owned and retained by the Supplier, including the right to disclose that it is the designer of the Font Software used.

II. SCOPE OF THE LICENSE

- A. The Font Software is delivered as a visual and aesthetic asset when using the Supplier's solution and services.
- B. Licensees shall not install the Font Software on both personal and professional workstations.
- C. The Font Software is made available through a wide range of products and services deployed by the Supplier.
- D. Your authorized use is subject to the following restrictions:
 - You shall not sublicense, sell, lend or lease the Font Software or the fonts.
 - You shall not convert, modify or rename the original Font Software.
 - You shall not reverse engineer, decompile or disassemble the Font Software, except where authorized by applicable law.
 - You shall not use the original Font Software to create a derivative or modified product or design, including creating characters for alphabets and languages not covered by the font or designing a custom version of the font.
 - You shall not extract, install or modify the design contained in the Font Software, even if the font is vectorized or converted to outlines.
 - You shall not use the Font Software for marketing communications, except where authorized by an applicable deal between the Licensee and the Supplier.

III. PERMITTED USE

- A. The Font Software is provided "as is" and made available within the Services granted by the Supplier.
- B. Using our built-in User Interfaces and Services, you get the right to use the Font Software on in-game integrations, pop-ups, and content related to mod.io.
- C. When embedding the Web App (the Online Mod Browser), you get the right to use the fonts. Self-hosting the Font Software is not authorized, except where permitted by an applicable deal between the Licensee and the Supplier.

IV. USAGE IN LOGOGRAPHY

- A. You shall not use the Font Software to create a logo, trademark, or commercial tagline.
- B. You shall not use the Font Software to create content that would compete with the Supplier's brand or business.
- C. You shall not use the Font Software to replicate the Supplier's trademarked tagline "ENABLING MODS EVERYWHERE™".

V. THIRD PARTIES

- A. You shall not share any resource from the Font Software to third parties, except to subsidiaries you have mandated. You shall provide the third party with a full copy of this EULA before giving a copy of the Font Software.
- B. You shall inform the Supplier of any subsidiary accessing the Font Software.

VI. INDEMNIFICATION

- A. In case of a breach of the obligations arising from this EULA, you shall defend the Supplier (including its managers, directors, employees and agents) against any third party claims and hold the Supplier free from any damages, claims or indemnity and costs (including attorney's fees and judicial costs), whether direct or indirect, incurred by the Supplier in this context and be held solely liable for any such damages, claims or indemnity and costs.

VII.TERMINATION

- A. The Licensee rights under this EULA shall automatically terminate upon failure by the Licensee to comply with its terms. Immediately upon termination, you shall delete the Font Software. The Supplier may ask you to certify in writing that you have complied with this obligation.

VIII.FINAL PROVISIONS

- A. If any provision of this EULA is held invalid, illegal, or void for any reason, it will not affect the other provisions of this EULA, which shall remain valid according to its terms.
- B. This EULA and any question arising from it or linked to it are subject to Australian law, excluding its conflicts of law rules.
- C. All disputes arising from this EULA or linked to it are subject to the exclusive competence of the courts of the head office of the Supplier.

For any questions, please reach
out to [mod.io](mailto:legal@mod.io):

EULA version / 20220712
legal@mod.io

mod.io Proprietary Limited
ABN 30 628 999 039
Victoria, Australia

© 2022 mod.io. All Rights Reserved.