

ShyFoundry Fonts

Non-Profit / Personal Use End User License Agreement (EULA)

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By downloading and/or installing font software ("Font") offered by ShyFoundry Fonts, you ("Licensee") agree to be bound by the following terms and conditions of this End User Licensing Agreement ("EULA"):

1. RIGHTS GRANTED

ShyFoundry Fonts grants Licensee a perpetual, worldwide, non-exclusive and non-transferrable license to:

- a. **USE THE FONT FOR NON-PROFIT / PERSONAL USE ONLY.**
- b. Use the Font to create and distribute graphics, logos, and artwork for display on any surface including computer screens, television screens, paper, physical products, or any other surface. The created graphics may be a fixed size (e.g. JPG, PNG, etc.) or a static vector (e.g. SVG, EPS, etc. made with a "create outlines" tool).
- c. Embed or link the Font in accordance with the rules described in Section 2d, "Document Embedding," of this EULA.

2. REQUIREMENTS AND RESTRICTIONS

a. PRODUCTS

Use the Font to create and distribute graphics, logos, and artwork for display on any surface including computer screens, television screens, paper, physical products, or any other surface. The created graphics may be a fixed size (e.g. JPG, PNG, etc.) or a static vector (e.g. SVG, EPS, etc. made with a "create outlines" tool).

Licensee may create typographic products using the Font if the product consists of commonly recognized words or phrases, for example, a rubber stamp that has the words "Great!" or a sticker that says, "Thank You."

b. DINGBATS AND ILLUSTRATIONS

Licensee may NOT use illustrations or images in the Font OTHER THAN letterforms, numbers, punctuation marks, diacritics, etc., in a manner where the illustration or image becomes the primary aspect of a product for resale. For example, a dingbat image in the font can not be the sole design element on a coffee cup, t-shirt, greeting card, etc., intended for resale. An extended license may be available for an additional fee.

c. USERS AND DEPLOYMENT

The Font may be simultaneously used by no more than ten users. A “user” is a single person or single machine, at the discretion of the Licensee. All users must belong to the same organization or household downloading the font except for temporary use by third parties as described in Section 3 “Provision to Third Parties” of this EULA. The Font may be installed on a server for the purpose of deploying to licensed users with all user restrictions listed above still applying.

d. DOCUMENT EMBEDDING (including PDF, Microsoft Word® & Microsoft Powerpoint®)

Documents embedding the Font and sent to third parties, must be read-only by those recipients. Documents embedding the Font and created for in-house use or sent to third parties working on behalf of the Licensee as described in Section 3 “Provision to Third Parties” may be editable.

3. PROVISION TO THIRD PARTIES

The Licensee may temporarily provide the Font to a graphic designer, printer, agent, or independent contractor who is working on behalf of the Licensee. The Agents temporarily using the font are treated as licensed users and count toward the number of users specified above.

The third party designer, developer, agent, or independent contractor must:

- a. Agree in writing to use the Font exclusively for Licensee’s work, according to the terms of this EULA.
- b. Retain no copies of the Font upon completion of the work.

4. TERM

This EULA grants a perpetual license for the rights set forth in Section 1, “Rights Granted,” unless and until the EULA terminates under Section 8, “Termination.” ShyFoundry Fonts will not charge additional fees post purchase, annually or otherwise.

5. OTHER USAGE

Licenses for @font-face embedding, computer applications and games, installable interactive books, software, mobile applications and games, product creation websites, website template distribution, website templates, and other uses not allowed by this EULA may be available for an additional fee. Contact ShyFoundry Fonts at info@shyfoundry.com for more information.

6. MODIFICATIONS

Licensee may not modify the Font files, or create derivative fonts based on the Font without prior written consent from ShyFoundry Fonts EXCEPT THAT Licensee may generate files necessary for

embedding or linking in accordance with this EULA.

7. COPYRIGHT

The Font is protected by copyright law. ShyFoundry Fonts is the sole, exclusive owner of all intellectual property rights, including rights under copyright and trademark law. Licensee agrees not to use the Font in any manner that infringes the intellectual property rights of ShyFoundry Fonts or violates the terms of this EULA. Licensee will be held legally responsible for any infringements on the ShyFoundry Font's rights caused by failure to abide by the terms of this EULA.

8. TERMINATION

This EULA is effective until terminated. If Licensee fails to comply with any term of this EULA, ShyFoundry Fonts may terminate the EULA with 30 days notice. This EULA will automatically terminate 30 days after the issuance of such notice.

9. DISCLAIMER

The Product is provided "as is." ShyFoundry Fonts makes no warranty of any kind, either expressed or implied, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose.

ShyFoundry Fonts shall not be liable for any direct, indirect, consequential, or incidental damages (including damages from loss of business profits, business interruption, loss of business information, and the like) arising out of the use of or inability to use the product even if ShyFoundry Fonts has been advised of the possibility of such damages.

Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to Licensee.

10. GOVERNING LAW

This EULA is governed by the laws of the United States of America and the State of Nebraska.

11. ENTIRE AGREEMENT

This EULA constitutes the entire agreement between ShyFoundry Fonts and Licensee.

12. MODIFICATION

ShyFoundry Fonts and Licensee may modify or amend this EULA in writing.

13. WAIVER

The waiver of one breach or default hereunder shall not constitute the waiver of any subsequent breach or default.

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