

PLAIN ENGLISH EULA FOR THE FONTRY

(End User License Agreement)

LICENSE TYPE: **UNIVERSAL** as per receipt

MULTI-USER LICENSE ADJUSTMENT: as per receipt

The FONTRY owns the copyrights to the fonts contained in the item: **AVENGANCE** font family.

The buyer/user/licensee, **Wesley Coburn**, has the exclusive, unlimited rights and freedom to use the aforementioned font(s), **AVENGANCE** family, royalty-free in any form of print, advertising, electronic media, signage, webfonts, logos, etc., as long as the font remains static in nature. This is considered a **Standard Licensing Agreement**.

A **Universal Licensing Agreement** includes Standard Agreement plus it covers such use as games/apps, hardware and/or software distribution, interactive use, broadcast, etc., unless otherwise specified by the user and The FONTRY. Such usage requires the purchase of a Universal License. Under a Universal Licensing Agreement, a font can be used as described in the Standard Licensing Agreement with the addition of special licensing arrangements that include but are not limited to: distribution via games, apps, hardware and/or software, ebooks, electronic devices, broadcast, etc. Font may also be used in interactive applications.

The Fontry grants the buyer a non-exclusive, irrevocable license to use the font in and in connection with their project (including, without limitation--save that of the Standard or Universal application restrictions--the advertising, promotion and exploitation thereof), in any and all media, throughout the universe, in perpetuity.

The FONTRY shall indemnify and hold harmless licensee, its parents, successors, assigns and licensees from and against any and all losses, damages, liabilities, reasonable attorneys' fees and costs, actions, suits, other claims arising out of Licensee's exercise of the rights granted to Licensee herein, or The FONTRY'S breach or alleged breach, in whole or in part, of the foregoing representations and warranties. The FONTRY shall reimburse Licensee upon demand for any payment made by The FONTRY at any time with respect to such losses, damages, liabilities, attorneys' fees and costs, actions, suits or other claims to which the foregoing indemnity applies.

Notwithstanding anything to the contrary herein, the FONTRY's sole remedy hereunder shall be an action at law for damages and it shall not be entitled to terminate this agreement and/or the rights granted hereunder and/or to injunct, restrain and/or interfere with the production, distribution, exploitation, advertising and/or promotion of the project for which the buyer is licensing the fonts.

The buyer is also under no obligation to pay recompense or royalties to the Fontry based on profits that might accrue from the use of these fonts. The Fontry is also not obligated to pay compensation for losses due the use of these fonts. The buyer does not have the right to sell these fonts, redistribute them, give them away, remaster them or copy them for any reason other than data backup or file transfer to a third-party service, such as a service bureau, screen printer, sign shop, etc., for use in the production of the licensee's products only. A multi-station, multi-user license may not be required if the fonts are used by the buyer within the confines of the business or entity for whom these fonts were originally purchased. This agreement does not expire.

Mike Adkins

www.thefontry.com

v.2021