

hello@etc.supply twitter.com/etceteratypeco instagram.com/etceteratypeco instagram.com/etceteratypeco

End User License Agreement (EULA) THIS LICENSE AGREEMENT DESCRIBES YOUR RIGHTS WITH RESPECT TO THE SOFTWARE AND ITS COMPONENTS.

1. OWNERSHIP, LICENSE GRANT

This is a legal agreement between Etcetera Type Company (ETC) and Licensee (you), who is being licensed to use the named Font Software. This is a license agreement and not an agreement for sale. We reserve ownership of all intellectual property rights inherent in or relating to the Font Software, which include, but are not limited to, all copyright, patent rights, all rights in relation to registered and unregistered trademarks (including service marks), confidential information (including trade secrets and know-how) and all rights other than those expressly granted by this License Agreement.

Subject to the payment of the fee required and subject to the terms and conditions of this License Agreement, We grant to You a revocable, non-transferable and non-exclusive license (i) for Designated User(s) (as defined below) within Your organization to install and use the Font Software on any workstations used exclusively by such Designated User and (ii) for You to install and use the Font Software in connection with unlimited domains and sub-domains on unlimited servers, solely in connection with distribution of the Font Software in accordance with sections 3, 4, and 5 below. This license is not sublicensable except as explicitly set forth herein. "Designated User(s)" shall mean You or Your employee(s) acting within the scope of their employment.

You hereby agree that this term is contractual and that the unauthorized use of the design of the Font and/or the Font Software shall be an infringement of Etcetera Type Company's rights. This license does not extend to temporary employees, interns, freelancers or independent contractors using the Font Software in professional environments or for other professional uses in excess of the number of Authorized Users under this License.

2. MULTI-USERS LICENSE AGREEMENT

If more than 1 person (with up to 3 workstations) will be using the Font Software, you are required to purchase either a Group License (which allows usage on up to 20 workstations) or Bulk License (which allows usage on up to 100 workstations). Each user that has access to the Font Software shall count as one of your permitted number of workstations.

3. PERMITTED USES

We provide You with installable font files so that You can create things for personal and commercial purposes. While You retain all rights to any original work authored by You, ETC continues to own all copyright and other intellectual property rights in the Font Software. Reverse engineering new Font Software from our provided files is an infringement of this legal agreement.

- A) Desktop Usage You may install the Font Software on the specified number of workstations determined by the purchased license to be used indefinitely for commercial purposes. This includes but is not limited to using the Font Software on printed/physical products, the creation of logos, designed marketing materials, static interfaces, video titles/subtitles/graphics, across any industry. Basically, you can use the Font Software to make something as long as you're not providing access to and/or the ability to install the Font Software.
- B) Webfont Usage You may use the included WOFF2 webfont files (not any variable TTF file) to provide temporary, non-installable, user/visitor access to experience the rendered Font Software. This including @font-face, under the conditions that you must use the webfonts provided in your package and the webfont may only be installed on website domains that are under the direct control of the licensee. This includes no limit on the number of visitors/page views or the number of websites. All person(s)/group designing and developing the webfont usage are considered as "workstations" in this license and must comply with the proper multi-user agreement above. For example, "John Doe Agency" (a 12 person studio) is 100% okay to use the Font Software for any website interfaces they design, develop, and deploy because they have purchased the Group License (15 users). Another example, "John Dough Studio" (a 60 person agency with subcontractors) can only

allow 15 employees (not subcontractors) to use the provided Font Software to create their project(s).

C) App/E-Book/Game usage — Font Software may be embedded in applications, e-books, and games, for interface/design/entertainment/experience purposes only. Font Software may not be bundled and/or re-sold as a "font pack" or "font add-on" or anything similar that constitutes profiting from the font through an additional sale, whether it is a one-time fee or subscription service. Font Software cannot be made available for download or installation to any third-party or user.

4. MODIFICATION AND DISTRIBUTION

You may distribute the Font Software only in applications, frameworks, or elements (collectively referred to as an "Application" or "Applications") that you develop using the Font Software in accordance with this License Agreement, provided that such distribution does not violate the restrictions set forth in any other sections of this License Agreement. You must not remove, obscure or interfere with any copyright, acknowledgment, attribution, trademark, warning or disclaimer statement affixed to, incorporated in or otherwise applied in connection with the Font Software.

You are required to ensure that the Font Software is not reused by or with any applications other than those with which You distribute it as permitted herein. For example, if You install the Font Software on an employee's workstation, that employee is not permitted to use the Font Software independently on any of their separate/personal workstations without purchasing a personal license. You are not entitled to provide the font software for download to third parties in any way.

You will not owe Us any royalties for Your distribution of the Software in accordance with this License Agreement.

5. PROHIBITED USES

You may not, without Our prior written consent, redistribute the Font Software or allow any third party to use the Software or Modifications, or any portions thereof, for software development or application development purposes. You are explicitly not allowed to redistribute the Software as part of any product that can be described as a development toolkit or library, an application builder, a website builder or any product that is intended for use by software, application, or website developers or designers. You may not change or remove the copyright notice from any of the files included in the Software or Modifications.

You may not redistribute the Font Software as part of an "appliance" or "virtual server". You may not redistribute the Font Software on any server which is not directly under Your control.

6. TERMINATION

This License Agreement is effective as of the Date of full payment. This License Agreement and Your right to use the Font Software will terminate immediately without notice if You fail to comply with the terms and conditions of this License Agreement. Upon termination, You agree to immediately cease using and destroy the Font Software, including all accompanying documents. The provisions in sections listed here will survive any termination of this License Agreement.

7. DISCLAIMER OF WARRANTIES

To the maximum extent permitted by applicable law, we disclaim all warranties and conditions, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, with regard to the software. We do not guarantee that the operation of the software will be uninterrupted or error-free, and you acknowledge that it is not technically practicable for us to do so. We are not liable for any damage (physical, financial or other) resulting from the use of the Font Software as well as consequences of any kind resulting from the dealings with the Font Software.

8. LIMITATION OF LIABILITIES

To the maximum extent permitted by applicable law, in no event shall we or our suppliers be liable for any special, incidental, indirect or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information or any other pecuniary law) arising out of the use of or inability to use the software, even if we have been advised of the possibility of such damages. In any case, our entire liability under any provision of this license agreement shall be limited to the amount actually paid by you for the software.

9. VERIFICATION

We or a certified auditor acting on Our behalf, may, upon its reasonable request and at its expense, audit You with respect to the use of the Font Software. Such audit may be conducted by mail, electronic means or through an in-person visit to Your place of business. Any such in-person

audit shall be conducted during regular business hours at Your facilities and shall not unreasonably interfere with Your business activities. We shall not remove, copy, or redistribute any electronic material during the course of an audit. If an audit reveals that You are using the Software in a way that is in material violation of the terms of the License Agreement, then You shall pay Our reasonable costs of conducting the audit. In the case of a material violation, You agree to pay Us any amounts owing that are attributable to the unauthorized use. In the alternative, We reserve the right, at Our sole option, to terminate the licenses for the Software.

10. UPDATES TO FONT SOFTWARE

Etcetera Type Company agrees to provide licensees with free updates as the development of the Font Software progresses. We may discontinue work on Font Software at any time, for any reason. This agreement shall remain in effect regardless of the future plans for the Font Software.

11. MISCELLANEOUS

The license granted herein applies only to the version of the Software available when purchased in connection with the terms of this License Agreement. Any previous or subsequent license granted to You for use of the Software shall be governed by the terms and conditions of the agreement entered in connection with purchase of that version of the Software. You agree that you will comply with all applicable laws and regulations with respect to the Software, including without limitation all export and re-export control laws and regulations.

You agree to be identified as a customer of ours and You agree that We may refer to You by name, trade name and trademark, if applicable, and may briefly describe Your business in our marketing materials and web site.

You acknowledge that this License Agreement is complete and is the exclusive representation of our agreement. No oral or written information given by Us or on our behalf shall create a warranty or collateral contract, or in any way increase the scope of this License Agreement in any way, and You may not rely on any such oral or written information. No term or condition contained in any purchase order shall apply unless expressly accepted by Us in writing.

There are no implied licenses or other implied rights granted under this License Agreement, and all rights, save for those expressly granted hereunder, shall remain with Us and our licensors. In addition, no licenses or immunities are granted to the combination of the Software and/or Modifications, as applicable, with any other software or hardware not delivered by Us to You under this License Agreement.

If any provision in this License Agreement shall be determined to be invalid, such provision shall be deemed omitted; the remainder of this License Agreement shall continue in full force and effect. If any remedy provided is determined to have failed for its essential purpose, all limitations of liability and exclusions of damages set forth in this License Agreement shall remain in effect.

This License Agreement may be modified only by a written instrument signed by an authorized representative of each party.

This License Agreement is governed by the law of the State of New York, United States (notwith-standing conflicts of laws provisions), and all parties irrevocably submit to the jurisdiction of the courts of the State of New York and further agree to commence any litigation which may arise hereunder in the state or federal courts located in the judicial district of Tompkins County, New York, US.

Etcetera Type Company v.1.00 - October 2018