

# Webfont End User License Agreement

**Thank you for choosing to license a Sharp Type Co. font and typeface. This is a license agreement (the “Agreement”) effective August 19, 2021 between Kolby Kruger (collectively hereinafter, “Client”, “Licensee”, “you” or “your”) and Sharp Type Corporation (hereinafter, “Sharp Type”, “Licensor”, “we”, “us” or “our”), a New York corporation. In accepting their terms of this agreement, Licensee acknowledges its understanding and promises to comply with its terms.**

## I. License and Fee

You are licensing the “Font Software” from us:

### **Ogg**

1-10,000 Unique Web Pageviews/Month for: Bold & Bold Italic

and the right to use it in connection with creating and displaying the typeface(s) created thereby. With your full payment to Sharp Type of the webfont license fee in the amount you agreed upon (the “Webfont License Fee,” as may be modified based on the total number of unique pageviews/month), for the fonts and provided that the total number of unique pageviews per month does not exceed the total number of Unique Pageviews per Month, which you specified (and paid for) in the license table, this non- transferable License is for your personal or commercial use of the Font Software to create, style and (subject to certain pageview limits) publish HTML documents on the Internet on certain designated URLs.

Please note, however, you are not buying **the Font Software** from Sharp Type, and so, you may only use the Font Software as expressly permitted in this EULA. All rights that are not specifically granted under this EULA are reserved by us. **The license will not be effective until the terms of this EULA are accepted and the one-time license fee is paid in full, which fee is non-refundable, and deemed fully earned upon our receipt.**

## II. Grant

This EULA gives you the non-exclusive, non-transferable and limited right to install and use the Font Software to create, style, edit and display text via the CSS@font-face rule (i) at a single Domain Name (which includes sub-pages that are located at that same domain name) specified as Website URL (ii) so long as the URL and website are owned and controlled by you, and (iii) provided that the display at such domain will not exceed the monthly number of unique Pageviews you specified in the license table. This license is perpetual but is conditioned upon your continued compliance with all of its terms.

### III. Permitted Uses

The following uses are expressly permitted under this Agreement (and all other use is prohibited and reserved to Sharp Type, unless you have an addendum or another applicable license from us):

**A. This License grants you the right**, as set forth above to use the Font Software to create, style, edit and display:

1. HTML documents at the domain(s) specified by you in your order form, provided that you own and control the domain(s);
2. HTML animated digital banners (in which case, each unique impression will constitute a Unique Page View for purposes of calculating the license fee and selecting an appropriate license table to cover your use). For avoidance of doubt, this license does not cover use of the Font Software to **create** static banners - even those containing hyperlinks. Use of the Font Software for that purpose would require a Desktop License.

**B.** You may display the content created by the Font Software for up to the monthly number of unique (which term includes, as set forth above, the **unique impressions, for purposes of web pages**, and “reach” for purposes of animated digital banners) you selected from the license table at the time you downloaded the Font Software. (This “monthly” Pageview calculation take into consideration the number of such Pageviews for any three (3) contiguous months at the specified domain(s), and dividing such Pageviews by three.) Please note that you are solely responsible for selecting the number of Pageviews for which this License applies, and you will not be entitled to any refund, credit or discount in the event that your website has less traffic (i.e. fewer Pageviews) than the amounts you selected in your order form. In the event that your Pageviews exceed the designated amount, you must purchase an upgrade which allows for those additional monthly Pageviews.

### IV. Specific Restrictions on Use (i.e. What Uses are Prohibited)

**A. You A. You may not use the Font Software to create websites, webpages, articles or documents for display on others’ domain names or websites.** (i.e. You must own and control the domain(s) where the content created by the Font Software is displayed). You also may not, of course, use the Font Software in excess of Pageview limits you specify upon download.

**B. This is not a “Desktop”, “Application”, or “eBook /ePub”,** license, and therefore, You agree that you will not use the Font Software to create (or adorn) documents, stationery, signage or other printed materials, or in any “static” or embedded digital materials (such as, without limitation, pdf, ePub or other eReader files, and you further agree that you will not embed the Font Software in any software application, web-based or otherwise (including in any word processor or presentation software). If you have a smart-phone, tablet or other application that works in conjunction with your web page (via API or otherwise), please note that you will need a separate Application License in the event that you seek to embed or edit the Font via or in such a downloaded/local software application (regardless whether it is “local/downloaded” in whole or in part – for purposes of illustration: if you intend to use the Font Software in connection with a web application like the subscription service Microsoft Office 365®, for example, you would need this Webfont License; if you were to use the Font Software in connection with a desktop or mobile application, like Microsoft Outlook®, you would need an App License). The instant Web License solely covers styling, editing and displaying of the Font at and on web pages.

**C. This also is not a “Broadcast “or “Webcast”** license and therefore grants no rights to the Licensee to use the Font Software to create text that will be displayed or used in audio-visual works (including video) broadcast via network, cable, satellite, IPTV, OTT or other television, any online subscription-based services (such as NetFlix or Hulu), or celebrity webseries, whether on the Internet or broadcast through other media.

**Please note:** We offer licenses for most of the above-uses at our website, or, if you are seeking “broadcast” or “webcast”, or Application rights, please contact us at [licensing@sharptype.co](mailto:licensing@sharptype.co).

## **V. General Restriction on Copying and Transfer**

You agree that you will not, directly or indirectly, rent, lease, sublicense, transfer, host, make available or sell the Font Software to any third party (except as specifically permitted in this Agreement), nor will you make any use of the Font Software in competition with the business or patronage of Sharp Type. You further agree that the Font Software shall not be copied (except as expressly permitted here), in whole or in part, decompiled, "reverse-engineered", disassembled, altered, or otherwise accessed in any way in order to derive the source code for the Font Software or used in any way to create a derivative work, and that you also will take commercially reasonable precautions to secure the Font Software to prevent unlicensed end users from accessing the Font Software and using it in violation of this Agreement. If you do provide or make the Font Software available to unlicensed users in violation of this Agreement, you agree that you will indemnify Sharp Type of and from all losses in connection with such unauthorized distribution or use of the fonts, including without limitation, Sharp Type's lost licensing fees and costs and expenses of enforcement, including without limitation attorneys fees.

## **VI. Intellectual Property**

The Font Software and typefaces and designs rendered thereby or embodied therein, and any associated trademarks are the exclusive property of Sharp Type and/or its designers, and are protected by laws of the United States pertaining to copyright, trademark and other proprietary or intellectual property rights, by the copyright and design laws of other nations, and by international treaties. You agree that you will not claim any rights in the Font Software and any related or derivative fonts, or challenge or contest the validity or exclusive ownership of the Font Software and such related or derivative fonts by Sharp Type anywhere in the world, whether during or after the

termination of this Agreement. If you modify, alter or “improve” the Font Software in any way, you will have violated this license, and in addition to any other remedy available to Sharp Type, you agree and acknowledge that all such modifications shall be considered “derivative works” of the Font Software, and shall be owned **exclusively by Sharp Type**. You also will refrain from claiming credit for or otherwise branding or assigning the Font Software a name that is publicly visible and which conveys the impression that the Font Software is somehow exclusively created, licensed or owned by You or a party other than Sharp Type.

**Please note:** If you use the Font Software in a manner or for a purpose where design credits are displayed, for example in the end-credits for a video game, credit for the typeface must be provided by font name and to “Sharp Type Co.”

## **VII. Disclaimer of Warranties and Limitation of Liability**

We take care to provide Font Software that meets or exceeds the standards of the industry; even so, however, we do not warrant that the Font Software will operate uninterrupted or error-free, and we will not be responsible for any failure of the Font Software to operate with any system(s) or computer program(s) or accessories you may have. We further will not be responsible for any damage to your hardware, systems, or for the disclosure or loss of data, profit or goodwill, or for any lack of legibility of any text or typeface produced by the Font Software.

In the event that, within ten (10) days after the effective date of this Agreement the Font Software provided to you is discovered to be corrupted or otherwise flawed through no act or omission on your part, and provided that such defect can be reproduced by Sharp Type during its review of the Font Software, we may, in our sole discretion, elect to either provide you with a replacement copy of the then-current Font Software, or refund to you the License Fee we have received from you. This replacement or refund shall take place in due course.

**Notwithstanding the foregoing, and any other provision in this EULA, Sharp Type’s maximum total cumulative liability arising from the Font Software under any type of claim (i.e. whether tort or breach of contract) shall not exceed the amount License Fee that we have received from you in connection with this EULA.**

In the event that a third party brings a claim against us in connection with your allegedly improper use of the Font Software (or content created using it) or this EULA, you agree to indemnify and hold Sharp Type harmless from all claims, judgments, liabilities, expenses, or costs arising in connection with such claim.

## **VIII. Termination**

Please be advised that Sharp Type may terminate this EULA if you violate any of the terms and conditions stated herein, and will be effective immediately upon your receipt of written notice from Sharp Type (which may be given by email). Upon termination of this EULA for any reason, you must delete and otherwise destroy the Font Software and any unauthorized derivatives of such software in your possession and control, and you shall promptly submit a declaration signed by an officer of your organization (or you, if use is personal), certifying such destruction and/or deletion, and further certifying that the Font Software has not been made available by you to any unlicensed person or third party. The termination of this or any other EULA by Sharp Type will not entitle you to any pro-

rata refund of any License Fee you may have paid, and will be without prejudice to Sharp Type's entitlement to damages in connection with any violation of this EULA.

## **IX. Miscellaneous/Legal**

- A. Governing Law, Jurisdiction.** This EULA is governed by the laws of New York, without regard to New York's conflict or choice of law provisions. Any action or proceeding arising from this Agreement will be heard exclusively in the courts located in the City, County and State of New York, which courts will have personal jurisdiction over all parties hereto. Furthermore, to the maximum extent permitted by law, you agree that you will not initiate, participate in, or join as a class member, any class action or arbitration proceeding arising from or relating this EULA or the Font Software.
- B. Severability.** If any provision of this EULA shall be held to be invalid or unenforceable, the remainder of this EULA shall remain in full force and effect. To the extent any express or implied restrictions are not permitted by applicable laws, these express or implied restrictions shall remain in force and effect to the maximum extent permitted by such applicable laws.
- C. Audit.** We may, at any time, request an audit in order to confirm that you are complying with the terms of this EULA. Within 10 days after receiving a notice of audit from Sharp Type, you will provide a certified statement of (i) the computers, servers, websites, applications or other sources where the Font Software may reside, be saved or be accessed, (with all identification information, including serial or other identifying numbers), (ii) the locations (servers or sites) where the Application can and could, during the past (3 years) be accessed and/or downloaded, and (iii) during that same time period, provide a record of the downloads that may have taken place. For this purpose, you will permit Sharp Type or its designated agent to inspect (in person or via remote access) during normal business hours the Font Software and your facilities, machines, and records to verify your compliance with this EULA. In the event the audit reveals any noncompliance, you will make payment to Sharp Type within fifteen (15) days in connection with any applicable units of the Font Software, provided, however, that this will not limit Sharp's rights and remedies. The obligations and terms set forth in this section will survive termination of this Agreement for a period of one (1) year.
- D. Amendment.** This EULA may not be modified without the written consent of Sharp Type Co. However, please note that, in consideration of the fact that (i) this License is not limited to a specific duration (so long as you comply with its terms), and (ii) technological innovations and advances (including, for example, 3-D printing and hologram technology) may materially impact various provisions of this agreement, we reserve the right, from time to time, to unilaterally modify the terms of this License in order to preserve its original intent and permitted use, and to update any provisions that might be impaired, or rendered obsolete or incomplete by changing technology or new digital or physical formats. Any such changes shall be effective the earlier of the date of publication of any notice of the amendment on our website or any email sent to the address you provide us at the time of your License.

**E. Merger/Upgrade.** This EULA (and any addenda purchased or provided herewith) constitutes the entire understanding between you and Sharp Type, and supersedes in full all previous agreements, promises, representations and negotiations between you and Sharp Type concerning the Font Software and your rights to use the same. Specifically, if this EULA may be an upgrade of previously licensed rights, your prior EULA will be superseded by this EULA, but any riders or licenses that may not be the subject of an upgrade (for example, a rider or separate license for Desktop or App use) will remain in full force and effect.

**F. Assignment.** While your obligations under this EULA are binding on your heirs, successors and assigns, please note that you may not assign or transfer this EULA – even to a successor in interest to your organization, any parent company, or other business. On the other hand, Sharp Type reserves the right to assign its interests under this EULA and the Font Software in its sole and absolute discretion.

**G. Termination/Fees.** In the event that you violate this EULA (including the termination or audit provisions), you agree to pay Sharp Type’s reasonable attorneys’ fees incurred in connection with any audit, action or proceeding relating to such violation. This provision will survive termination of this EULA for any reason.

**H. Waiver.** Sharp Type Co.’s failure to enforce any provision of this agreement will not constitute a waiver and, in fact, no waiver of any provision or right set forth in this EULA will be effective unless set forth in a writing signed by the party against whom the waiver is to be enforced.

## **X. Thanks!**

Thank you for choosing to license a Sharp Type font. We sincerely hope that you will think of Sharp Type Co. in connection with your future (expanded) typeface needs. If you have any questions about this EULA, please email us at [licensing@sharptype.co](mailto:licensing@sharptype.co) and we will do our best to provide you with the information and support to get the right license for your needs. V.4