

Webfont License End User License Agreement (EULA)

Hurme Design
2020

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Once You download and/or use the HURME Webfonts, You are confirming You understand and agree to the terms of this Agreement, and that You have the authority to bind the person or entity specified on Your Order Receipt to the terms of this Agreement. Upon payment in full, HURME grants to You a non-exclusive, non-transferable, revocable license to use the Hurme Webfonts under the following terms and conditions.

1. Definitions

- 1a.** “Webfont” is defined as type face font software that has been created, optimized, translated or otherwise modified for use by means of transmitting via the Internet for use in the viewing of text on a website. By way of explanation, not limitation, such uses can be implemented by means of the CSS@font-face rule. Other technology or software implementations used to effect similar results may apply and such uses or methods shall be governed by this License.
- 1b.** “Primary Domain,” “Subdomain,” “Domain”. A Primary Domain is the host name of a website’s home page (for example, not limitation: example.com; example.co.uk; example.org; user.example.com; www.example.com/~user/; etc.). A Subdomain is a subdivision of the Primary Domain (for example, not limitation: shop.example.com; support.example.com; or user.example.com; etc.). Primary Domains together with their associated Subdomains are referred to collectively and defined as “Domains”.

- 1c.** “You”, “Your” and the “End User” are defined as and refer to a customer who has purchased a license to use the Webfonts and is responsible for creating, placing and/or managing the content on the licensed Domains. An End User shall not be defined as a distributor, reseller, dealer, sub-licensee, original equipment manufacturer (“OEM”), server administrator or other wholesale buyer, etc. Such users are not authorized under this License. If You are a designer, part of a creative agency, or otherwise acting in a similar capacity for the benefit of a third party and You will not be in control of the Webfont’s hosting environment and the content on the licensed Domains, the purchase of a Webfonts license for Your client or the end user is required. HURME Font Software products may not be distributed and/or sold to third parties without prior written consent from HURME.

2. Permitted Uses and Restrictions

- 2a. Implementation.** The Webfonts are provided to You for use via the CSS@font-face rule. The Webfonts will be provided with HTML/CSS/Javascript files and will contain pageview tracking code, which must be retained and used on all websites that use the licensed Webfonts. You agree that You will not use the Webfonts by any other means and/or methods of storage, transmission or viewing and that You will use the Webfont files, in the format provided to You by HURME. Use of the Webfonts in alternative formats not provided by HURME is expressly prohibited.
- 2b. Allowed Domains.** The HURME Webfonts may be used on any website that You own. However, under no circumstances are the total number of page views allowed to exceed those for which You are licensed. The total number of Licensed monthly page views is identified in the Order Receipt of Your purchase. If Your page view limit is exceeded You must increase Your Licensed page view limits. Review Order Receipt to understand which license You purchased. For the purposes of clarity, this License does not permit the Webfonts to be used in a manner that provides for the serving of the Webfonts to domains that You do not own. Regardless of whether the Webfonts are hosted on licensed Domains, the Fonts may not be served for the benefit of unlicensed Domains.
- 2c. Third Party Hosts.** At Your option, the Webfonts may be hosted and served by a HURME-approved third party. Under such circumstances You expressly agree the terms and conditions of this License shall govern all uses of the Webfonts irrespective of any competing or contrary terms set forth by any third party hosting the Webfonts.
- 2d. Webfonts File Protection.** You agree to take commercially reasonable measures to ensure the Webfonts are available only for the process of styling text for display on licensed Domains. At a minimum, by way of illustration not limitation, reasonable measures include (a), preventing unlicensed third-party access, i.e. hotlinking and (b), disallowing direct download of the Webfonts unrelated to the process of styling text for licensed Domains.
- 2e. Back-up Copies.** You may make a reasonable number of copies of the Webfonts for back-up purposes only. Any copies must contain the same documentation, copyright, trademark, and other proprietary notices that appear on, in or with the Webfonts.

- 2f. No Modifications, No Embedding.** To the extent permitted by law, under no circumstances are You permitted to copy, modify, adapt, translate, reverse engineer, decompile, disassemble, alter or attempt to discover the source code of the Webfonts or the designs embodied therein. The embedding of HURME Webfonts or the designs of the fonts thereof in other software, digital documents, applications or devices or in any other form whatsoever is prohibited.
- 2g. Web Usage Only.** This license does not cover the use of HURME Webfonts on a desktop, laptop, or workstation computer or for any use other than as expressly permitted herein. If You wish to use the Webfonts in a manner not permitted by this license, You must secure a separate license and/or a license extension by contacting HURME directly.
- 2h. Limited distribution.** You are permitted to make a temporary copy of the Font Software for use by a web developer or service bureau solely for use in the production of Your own materials. Copying and distribution to web developers or service bureaus is limited to those who clearly state that they are duly licensed to use the Font Software. You are further permitted to deliver a temporary copy of the Font Software to a web developer or service bureau solely for the purposes of viewing of the web development of the licensed Primary Domain provided that the service bureau and/or web developer agrees to destroy the temporary copy of the Font Software after the use for Your benefit.
- 2i. Development environment.** You may use the Web Fonts in a secure development environment controlled by You. The secure development environment must be for work specifically related to the Primary Domain specified on Your Order Receipt.

3. Rights Reserved

- 3a.** You expressly acknowledge that the Webfonts, the designs embodied therein, the trade names and/or trademarks and copyrights associated therewith are each the exclusive property of HURME DESIGN. All rights not expressly granted under this License are reserved to HURME DESIGN.
- 3b.** You agree that the Webfonts and the design of the Fonts embodied therein are the exclusive property of HURME and the Webfonts' structure, organization and code are the valuable trade secrets of HURME. You acknowledge that the Webfonts are, among other means, protected under the trademark and/or copyright laws of Finland, by the trademark and/or copyright and design laws of other nations, and by international treaties. You are not permitted to regenerate or translate the Webfonts into other formats and the creation of any derivative works based upon the Webfonts or the designs embodied therein are expressly prohibited.

4. Warranties and Limitations

- 4a.** HURME represents and warrants that the Webfonts will perform substantially in accordance with the representations made herein. To make a warranty claim, You must notify the source from which You obtained the Webfonts together with a copy of Your Order Receipt. If the Webfonts do not perform substantially in accordance with the representations, the entire and exclusive liability and remedy shall be limited to the replacement of the Webfonts or the refund of the license fee You paid for the Webfonts, either as an authorized officer of HURME may elect. HURME and its suppliers do not and cannot warrant the performance or results You may obtain by using the Webfonts.
- 4b.** HURME EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. HURME DOES NOT WARRANT THAT THE OPERATION OF THE WEBFONTS WILL BE UNIMPEDED, UNINTERRUPTED OR ERROR-FREE, OR THAT THE WEBFONTS ARE WITHOUT DEFECTS. WITHOUT LIMITING THE FOREGOING UNDER NO CIRCUMSTANCES SHALL HURME BE LIABLE TO You OR ANY OTHER PARTY, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS, LOST SAVING, LOSS OF DATA, SAVINGS OR BUSINESS INTERRUPTION AS A RESULT OF THE USE OF OR THE INABILITY TO USE THE WEBFONTS EVEN IF NOTIFIED IN ADVANCE OF SUCH POSSIBILITY.
- 4c.** Other law, Non-Business Users Only. Some jurisdictions do not allow the exclusion or limitation of incidental, consequential or special damages, or implied warranties. Any implied warranty or other right created by law is only effective for the ninety (90) day warranty period. There are no warranties or conditions of any kind after the ninety (90) day warranty period. To the extent permissible by law, You agree that all implied warranties are not to be effective for more than thirty (30) days. The terms and conditions of this License are contractual in nature. By downloading, installing and using the Webfonts, You acknowledge that You have read, understood, and agreed to be bound by the terms and conditions of this License Agreement.

- 5. Termination.** Any breach of the terms of this License shall be cause for immediate termination without the obligation of notice or opportunity to cure. HURME shall be entitled to seek any all remedies under law or equity, without limitation, including injunctive relief without the obligation of posting security or bond. You agree to immediately discontinue using or return or the Webfont Software to HURME and certify that no copy remains in Your possession or control.

- 6. Choice of Law.** You expressly agree that this Agreement shall be governed by the laws of Finland as they apply to contracts wholly performed therein and without respect to its conflict of laws provisions or the conflict of laws provisions of any other jurisdiction. You expressly submit to the jurisdiction of the courts and the geographic location selected by HURME for the purposes of resolving any dispute arising under this Agreement and You expressly waive all defenses arising out of the selection of the jurisdiction and forum elected by HURME for the resolution of any dispute and agree to service of process by certified mail or by recognized courier such as FedEx or DHL. You hereby expressly agree that the application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded. This Agreement may only be modified in writing, signed by an authorized officer of HURME.
- 7. No Other Agreements.** This Agreement represents the complete and exclusive statement of the agreement between You and HURME and it supersedes any proposal or prior agreement, oral or written, and any other communications relating to the subject matter of this Agreement. No variation of the terms of this Agreement or any different terms will be enforceable against HURME in the absence of an express written amendment or consent, including a written express waiver of the affected terms of this Agreement. If any provision of this Agreement is declared to be invalid, void or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect, and the invalid provision shall be replaced with a provision that effects the intent of the invalid provision.
- 8. Compliance with Law and Export Restrictions.** You agree be responsible for compliance with all laws and regulations, foreign and domestic, relating to the control of exports or the transfer of technology as they relate to Your Order Receipt and use of the Font Software.
- 9. Severability.** If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect, and the invalid provision shall be replaced by HURME with a provision that most closely affects the intent of the invalid provision.
- 10. Miscellaneous.**
- 10a.** This License may be amended by the written agreement of the parties. HURME expressly reserves the right to amend or modify future versions of this License Agreement at any time and without prior notification.
 - 10b.** The waiver of any obligation, term and/or condition of this Agreement shall not constitute an ongoing or permanent waiver of any obligation, term or condition of this Agreement.
 - 10c.** The numberings of the various sections are for convenience only and shall not affect or control the interpretation and enforcement of this Agreement.