
Font Software License Agreement

This License Agreement ("Agreement") is a legal contract between you and Type of Feeling LLC ("Type of Feeling"). When you purchase a license to use our fonts (hereinafter, 'Fonts'), you are purchasing the right to use that font under a particular set of conditions. These conditions range from, for example, how many computers the font can be installed on, whether it can be used on the Internet, or in an application ("Web") as well as many other uses which are identified below.

It is important to read and understand this Agreement because it defines your rights, the acceptable uses of our Fonts, and the rights Type of Feeling reserves. If you believe your usage or need is not addressed, or if you are unsure of the meaning of any term or condition, please ask us before making a purchase.

Purchasing, downloading, installing and/or using the Fonts is your express confirmation that you understand and agree to the terms and conditions of this Agreement, and that the person accepting this Agreement has the authority to bind the person(s) or entity specified on your sales receipt ("licensee") to the terms of this Agreement. Upon payment in full, Type of Feeling grants to you a non-exclusive, non-transferable, revocable license to use our Fonts under the following terms and conditions.

01.

01. Definitions

1a.

1a. In this Agreement, **"Font," "Fonts" or "Font Software"** have identical meanings and includes both singular and plural, and are defined as the designs embodied in the Fonts together with the Software associated with the Fonts, which produces the typeface design together with any other artworks as identified on your sales receipt.

1b.

1b. **"You," "Your," "User,"** and the **"End User"** are defined as and refer to a customer who has purchased a license to use the Font whether the final user is an individual, business organization or an employee. Notwithstanding, an End User is not defined as a distributor, reseller, dealer, sub-licensee, original equipment manufacturer ('OEM'), or

other wholesale buyer or user of Fonts. Type of Feeling Fonts may not be distributed and/or re-sold to third parties without prior written consent from Type of Feeling.

1c.

1c. "Trial Use" "Personal Use"

- I. "Trial Use Font" are Fonts that are available without charge and are used for testing and/or review purposes only. All commercial use or non-commercial publicly displayed uses is prohibited. Any commercial or other public uses, whether professional or not, requires the purchase of a license suitable for the use of the Font. Trial Use and Personal Use Fonts are governed by a special license which is downloaded with such fonts. Please read the Trial Use/Personal Use license carefully.
- II. "Personal Use Fonts" means Use of the Font for your non-commercial, not for profit personal purposes and does not permit use of the Font in social profiles, promotion of any business, individual or influencer. The Personal Use Package includes only the fonts available on the site at the time of purchase. It does not include new fonts that may be released after your purchase. A Trial or Personal Use License prohibits the distribution of the Font or creation of Derivative Versions thereof.

1d.

1d. Use in Apps means using the font in or as part of mobile application software that (i) is installed on or downloaded to a person's mobile device or tablet; and (ii) is built to run natively on mobile operating systems, including but not limited to iOS, Android, and Windows Mobile.

1e.

1e. Webfont uses means use of the Font in the Woff or other format for use in styling HTML and SVG type documents using the CSS@font-face mechanism for the licensed number of users/pageviews. Other embedding or linking uses is not permitted. Converting the Font to Webfont formats is not permitted. Other limitations apply. A special license is required to use the Fonts as Webfonts.

1f.

1f. "entity" includes any incorporated or unincorporated entity or person, whether a company, corporation, partnership, association, or other.

1g.

1g. "Font" includes the name of the Font identified in your order, the design of the Font, its bitmap representation, the software creating the showing of the Font and any technology resulting in a representation thereof; and references to Fonts to also include sub-sets of them;

1h.

1h. "use" means (i) in relation to the Software, to be accessible in connection with the use of any of the Fonts, and (ii) in relation to the Fonts, to be accessible for the inclusion or replication of any of the Fonts in any part of a work, in any medium.

1i.

1i. "you" means (i) the person who enters into this Agreement, and (ii) where this Agreement is entered into on behalf of an entity, that entity.

02.

02. Permitted Uses and Restrictions

2a.

2a. Installation. The Fonts may be installed and used on the number of computing devices identified on your sales receipt. For example, the purchase of a single license allows for the installation and use of the Font on one (1) computing device. If you need

to use the Fonts with multiple users, you must purchase a multi-user license. Fonts may not be stored or used in any manner that makes them accessible to the public or non-licensed third parties. For the purposes of clarity, this license is for individual users or organizations purchasing for authorized employees only (and in such case only up to the amount of users uses/pageviews/followers disclosed). Under no circumstances can the licensed Font be shared with a contractor, freelance employee, or other non-licensed affiliates.

2b.

2b. License Upgrade Requirement. Your license to use the Fonts is based on specific criteria, including the size of your company, the number of web views, social media followers, and the number of users in an app that you disclose at the time of purchase. If at any point after purchasing a license your company size increases, your number of web views exceeds the licensed amount, your social media followers increase, or the number of users in your app grows, you are required to purchase an upgraded license to continue using the Fonts in compliance with this Agreement. Failure to purchase an upgraded license when required constitutes a breach of this Agreement and may result in termination of your license.

2c.

2c. Ethical Use and Indemnification.

- I. The Fonts may only be used for lawful purposes. The use of the Font Software for any terrorist, racist, homophobic, transphobic, or sexist context or any other unlawful purpose is expressly prohibited, and Type of Feeling reserves all rights to prevent and/or force the cessation of such uses including seeking judicial action without the obligation of bond.
- II. You expressly agree to indemnify and hold Type of Feeling, its officers, directors, and employees and independent contractors harmless from and against any and all claims, demands, costs and liabilities (including all reasonable attorneys' fees) of any kind whatsoever relating to any claim arising from the licensed authorized use as well as any unauthorized, unlicensed or illegal use of the Type of Feeling Fonts.

2d.

2d. Laptops. The Font Software may be installed and used on a laptop as a secondary, alternate-use computing device. This term is not intended to permit the installation and concurrent use of the Font on two (2) computing devices except where such use is expressly licensed.

2e.

2e. Service Bureau/Printer Use. To reproduce a particular document, you may provide a copy of the specified Fonts to a commercial printer or service bureau. The printer or service bureau must agree to destroy the copy of the Fonts you give to them for temporary use.

2f.

2f. Back-up Copies. You may make a reasonable number of back-up copies of the Font Software for back-up purposes only. Copies must contain the same documentation, copyright, trademark, and other proprietary notices that appear on, in or with the Fonts. You agree to destroy any back-up copies when this license terminates.

2g.

2g. Embedding of Fonts. The embedding of Fonts into digital documents is permitted so long as i) the Font Software is subset, ii) the document text can be viewed and printed but use of the Fonts in editing, is not permitted, and iii) reasonable measures are taken to ensure recipients of such documents cannot extract or use the embedded Fonts. Rasterized copies of images showing the Font are permitted provided the images do

not result in all or substantially all of the characters comprising the Font. If the resulting images show most or all of the Font characters, a rasterized showing of the Font is not permitted.

- 2h. **2h. @font-face and Font Linking.** Using the Fonts with the CSS rule @font-face or other forms of font linking, regardless of format, are prohibited under this Agreement. A separate Webfont license must be purchased.
- 2i. **2i. Rasterizing.** Notwithstanding, you are permitted to create rasterized images of limited text and/or logos created using the Font Software for use online and/or in Apps used in mobile computing devices.
- 2j. **2j. No License Transfer.** This license is specific to You. All Type of Feeling Font Licenses are non-transferable. You are allowed to purchase font software on behalf of a client provided your client is registered as the Licensee after the purchase, informed of the terms and conditions of this agreement, and provided with the invoice related to the purchase. The client must accept this Agreement. You are not permitted to mark-up or otherwise charge your client a price different from the pricing displayed on our website. You agree to be responsible for all laws related to your use of the Fonts and the transfer of technology.
- 2k. **2k. Modifications.** You may not create outline artworks based upon or using the Font Software. Any font creation or font manipulation program or any attempt to modify the Font for the purposes of creating a usable, derivative or substitute version of the design embodied in the Font or the Font Software itself is prohibited. Under no circumstances may you modify, adapt, translate, reverse engineer, decompile, disassemble, alter, or otherwise attempt to discover the source code of the Font Software or the designs embodied therein. Any modifications made to the vector outlines shall be considered unauthorized derivative works. You may not commission or authorize any third party to undertake modifications to the Fonts. If you wish to modify any Font or any other work created using the Font such as creating a logo, you must license such use from Type of Feeling.
- 2l. **2l. Restriction as Goods for Sale.** This License expressly prohibits the use of the Font Software in the creation of alphabet products, such as, but not limited to; house numbers, stamp sets, rub-on letters, adhesive alphabet letters, alphabet punch, embroidery software, die sets or other methods used in making such products. In addition, the use of the Fonts for decoration or lettering on goods for sale is prohibited. Any such uses require the purchase of a special license from Type of Feeling.

03. **03. Rights Reserved.**
- You expressly acknowledge that the Font Software and the designs embodied therein, the trade names, and/or trademarks and copyrights associated therewith, registered, or unregistered are the exclusive property of Type of Feeling. In addition, the Fonts' structure, organization, and code are the valuable trade secrets of Type of Feeling. The Fonts are, among other means, protected under United States trademark and copyright law, by the trademark and copyright and design laws of other nations, and by international treaties. All rights not expressly granted under this License are reserved

to Type of Feeling. If any provision of this Agreement is found to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.

O4.

O4. Warranties and Limitations

4a.

4a. Warrantee. Type of Feeling represents and warrants that the Fonts 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 Font Software together with a copy of your sales receipt. If the Font does not perform substantially in accordance with the representations, the entire and exclusive liability and remedy shall be limited to the replacement of the Font Software or the refund of the license fee you paid for the license to use the Fonts, either remedy as Type of Feeling may elect. Type of Feeling and its suppliers do not and cannot warrant the performance or results you may obtain by using the Font Software.

4b.

4b. Limitation of Warrantee/Liability. Type of Feeling EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TYPE OF FEELING DOES NOT WARRANT THAT THE OPERATION OF THE FONTS WILL BE UNIMPEDED, UNINTERRUPTED OR ERROR-FREE, OR THAT THE FONTS ARE WITHOUT DEFECTS. WITHOUT LIMITING THE FOREGOING UNDER NO CIRCUMSTANCES SHALL TYPE OF FEELING 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 FONTS EVEN IF NOTIFIED IN ADVANCE OF SUCH POSSIBILITY.

4c.

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. Otherwise, to the extent permissible by law, you agree that all implied warranties are not to be effective for more than ninety (90) days. The terms and conditions of this License are contractual in nature. By downloading, installing, and using the Fonts, you acknowledge you have read, understood, and agreed to be bound by the terms and conditions of this License Agreement.

4d.

4d. Damages Limited. Under no circumstances shall any damages exceed the cost of the licensing fee paid to Type of Feeling or the substitution of the font software, either at the sole discretion of Type of Feeling.

O5.

O5. Termination

Any breach of the terms of this License shall be cause for immediate termination without the obligation of notice or opportunity to cure. Type of Feeling shall be entitled to seek any 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 the Font Software to Type of Feeling and certify that no copy remains in your possession or control. Waiver of any right(s) at any time shall not constitute an ongoing or permanent waiver of any right(s).

06.

06. Choice of Law

You expressly agree that this Agreement shall be governed by the laws of the State of New York, USA, as they apply to contracts wholly performed therein and without respect to its conflict of law's provisions or the conflict of law's provisions of any other jurisdiction. You expressly submit to the jurisdiction of the state and federal courts located in New York, USA 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 Type of Feeling for the resolution of any dispute and agree to service of process by mail. 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 a written document signed by an authorized officer of Type of Feeling.

07.

07. No Other Agreements

This Agreement represents the complete and exclusive statement of the agreement between you and Type of Feeling, 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 Type of Feeling 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 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 Type of Feeling with a provision that effects the intent of the invalid provision.

08.

08. Miscellaneous

8a.

8a. This agreement constitutes the entire understanding between the parties and supersedes all previous agreements, promises, representations and negotiations between the parties. This License may be amended by the written agreement of the parties. Type of Feeling expressly reserves the right to amend or modify future versions of this License Agreement at any time and without prior notifications.

8b.

8b. The numberings of the various sections are for convenience only and shall not affect the interpretation of this Agreement.