



App: for embedding in mobile applications

Storm Type Foundry

End User License Agreement

Font Software For Applications End User License Agreement.

WE RECOMMEND THAT YOU PRINT THIS FONT SOFTWARE FOR APPLICATIONS END USER LICENSE AGREEMENT FOR FURTHER REFERENCE.

This Font Software For Applications End User License Agreement (the Agreement) is a legal agreement between you and Storm Type Foundry that governs the use of the Font Software that you license from a Storm Type Foundry affiliated website, and which are accompanied by or refer to this Agreement. This Agreement becomes a binding contract between you and Storm Type Foundry when you click on the area marked ACCEPT LICENSE AGREEMENT, or similar language or when you accept the Agreement by other means (for instance referring to the Agreement in a purchase order, a confirmation email etc.). If you do not wish to be bound by the Agreement, you cannot access, use or download the Font Software. Please read this entire Agreement before agreeing to be bound. The Agreement contains capitalized terms that are defined in Section 9 of the Agreement.

You hereby agree to the following:

1. Binding Agreement. You are bound by the Agreement and you acknowledge that all use of the Font Software supplied to you by Storm Type Foundry for the purposes set forth under this Agreement is governed by this Agreement.

2. License Grants. You are hereby granted, during the Term and subject to all of the terms and conditions herein, a worldwide (subject to the Export section of Storm Type Foundry's standard Terms and Conditions of Business), non-exclusive, non-assignable, non-transferable (except as expressly permitted herein) license to:

incorporate the Font Software into an iOS, Android or Windows Phone Application, in a manner in which the Font Software cannot be fully or partially extracted, provided (i) that the Application does not allow End Users to use the Font Software for authoring purposes (e.g. in an Application that provides office functionality such as word processing or presentation design or that allows users to create graphic designs or merchandising) and/or (ii) its primary purpose is not to replace the Font Software;

duplicate the Font Software as an integral part of any such Application;

distribute the Font Software, directly or indirectly, as an integrated component of any such Application; and

make backup copies of the Font Software, provided that such copies are for your internal back up purposes only and remain in your exclusive control. Any copies that you are expressly permitted to make pursuant to this Agreement must contain the same copyright, trademark, and other proprietary notices that appear on or in the Font Software.

Trademarks. Although use of the Trademarks is not required, if you elect to do so, you may use the Trademarks (i) in your advertising, publicity, literature, packaging and other promotional activities in connection with the Font Software incorporated into your products or materials, and (ii) to identify the Font Software that is/are embedded in or accessed through your products or materials as permitted by this Agreement, in each case subject to the requirements set forth at <http://www.stormtype.com/legal/trademarks/guidelines/>. You acknowledge that Storm Type Foundry or its licensors own all right, title and interest in and to the Trademarks.

All rights not expressly granted in this Agreement are reserved to Storm Type Foundry.

3. License Limitations and Reporting.

The maximum number of separate and distinct Applications into which the Font Software may be incorporated during the Term may not exceed the number of Applications indicated in your Account or transaction documentation such as a quotation or an invoice when licensing the Font Software. For avoidance of doubt, a version of an Application that does not have unique functionality beyond the scope of a previously released Application and is not licensed or marketed under a new name shall not be considered a new Application.

If any Application requires its users to register to install and/or use it, all of your licensed Applications may only be distributed up to, in the aggregate, 25,000 registered users.

Businesses or organizations such as advertising agencies, design agencies or hosting providers that are responsible for multiple clients' Applications must enter into separate Agreements for each client's Applications.

You have licensed rights in this Agreement that may be subject to certain limitations in volume, which are reflected in your Account or in your transaction documentation such as a quotation or an invoice. You are obligated to maintain records with respect to your Use of the Font Software against such licensed amounts and Storm Type Foundry has the right to ask you, from time to time, to provide information regarding such Use amounts and/or to fully document and certify that Use of any and all Font Software at the time of the request is in conformity with your valid licenses from Storm Type Foundry, which you shall provide to us within 30 days of our request. In the event your Use of the Font Software exceeds your licensed amounts, you agree to license from Storm Type Foundry the necessary additional amounts and pay any fee associated with such increase.

4. Restrictions on Use.

You may not: Transfer your license rights in the Font Software, except as expressly provided herein. You may transfer all your rights to use the Font Software to another person or legal entity provided that (i) the transferee accepts and agrees to be bound by all the terms and conditions of the Agreement, (ii) you destroy all copies of the Font Software, including all copies stored in the memory of a hardware device and (iii) there is no change to the intent or scope of the rights granted by this Agreement as a result of such transfer.

Rent, lease, sublicense, give, lend, or further distribute the Font Software, or any copy thereof, except as expressly provided herein.

Modify the Font Software in any way, including to create, directly or indirectly, Derivative Works from the Font Software or any portion thereof (except as otherwise specifically set forth herein). If the Font Software contains embedding bits that indicate that the Font Software is only authorized for certain purposes, you may not change or alter the embedding bits.

Embed the Font Software in open source software which may have the direct or indirect effect of causing the Font Software to become Publicly Available Software or otherwise be subject to a Publicly Available Software agreement.

5. Intellectual and Industrial Property Rights.

You agree that the Font Software is protected by the copyright law or other intellectual and industrial property rights of the Czech Republic, by the copyright law and other intellectual and industrial property rights of other nations, and by international treaties.

You agree that Storm Type Foundry and or/its licensors own all right, title and interest in and to the Font Software, its structure, organization, code, and related files, including all intellectual and industrial property rights therein such as copyright, design and trademarks rights.

You agree that the Font Software, its structure, organization, code, and related files are valuable property of Storm Type Foundry and/or its licensors and that any intentional or negligent Use of the Font Software not expressly permitted by the Agreement constitutes an infringement of intellectual and industrial property rights.

All rights in and to the Font Software, including unpublished rights, are reserved under the copyright laws of the Czech Republic and other jurisdictions.

6. Limited Warranty; Limitation of Liability. Storm Type Foundry warrants to you that the Font Software will effect a faithful reproduction of the underlying typeface design which is of a quality consistent with industry standards. To make a warranty claim, you must notify Storm Type Foundry in text form within the Warranty Period, which could include via an email to sales@stormtype.com and provide sufficient information regarding your licensing of the Font Software so as to enable Storm Type Foundry to verify the existence and date of the transaction. The entire, exclusive and cumulative liability and remedy shall be that Storm Type Foundry will use reasonable efforts to cause the Font Software to effect a faithful reproduction of the underlying typeface design which is of a quality consistent with industry standards as soon as commercially practicable. Storm Type Foundry DOES NOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING THE FONT SOFTWARE. THE FOREGOING STATES THE SOLE AND EXCLUSIVE REMEDIES FOR STORM TYPE FOUNDRY'S BREACH OF WARRANTY. EXCEPT FOR THE FOREGOING LIMITED WARRANTY, STORM TYPE FOUNDRY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. IN NO EVENT WILL STORM TYPE FOUNDRY BE LIABLE TO YOU OR ANYONE ELSE (I) FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LOST PROFITS, LOST DATA, LOST BUSINESS OPPORTUNITIES, OR LOST SAVINGS, EVEN IF STORM TYPE FOUNDRY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (II) FOR ANY CLAIM AGAINST YOU BY ANY THIRD PARTY SEEKING SUCH DAMAGES EVEN IF STORM TYPE FOUNDRY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. Term and Termination. This Agreement shall remain in place for the length of the Term set forth in your Account or transaction document, such as an invoice or email. This Agreement shall automatically renew for additional terms of equal length to the initial Term, unless either party provides the other party with written notice of termination before the end date of the then-current term. Upon failure by you to comply with the terms of this Agreement, Storm Type Foundry shall be entitled to terminate this Agreement upon notice by regular mail, paid carrier or email. Upon termination of the Agreement, you must destroy the original and any and all copies of the Font Software. The termination of the Agreement shall not preclude Storm Type Foundry from suing you for damages of any breach of the Agreement. The Agreement may only be modified in writing signed by an authorized officer of Storm Type Foundry. The rights of a recipient of an Application generated pursuant to this Agreement shall survive the termination of this Agreement. All other license rights granted to you in this Agreement shall end with the termination of this Agreement.

8. Terms and Conditions. You have separately agreed to Storm Type Foundry's standard Terms and Conditions of Business.

9. Definitions:

Account means your account at the Storm Type Foundry affiliated website through which you purchased the Font Software license that is subject to the terms of this Agreement (www.stormtype.com).

Application means a separate and distinct stand-alone product that is distributed as software only, which runs on an iOS, Android or Windows Phone platform and (i) is not embedded into hardware of any kind, (ii) is not a platform or operating system that can run other software programs, (iii) which is not Publicly Available Software or integrated in such software and (iv) is made available by you to End Users either directly or through a distributor.

Derivative Work means a work, including but not limited to software or data based upon or derived from the Font Software (or any portion of Font Software) in any form in which such software or data may be recast, transformed, or adapted including, but not limited to, binary data in any format into which Font Software may be converted.

End User(s) means an individual or entity which downloads an Application to run on a platform designed to run such Application.

Font Software means software or instructions which, when used on an appropriate device or devices, generates typeface and typographic designs and ornaments. Font Software shall include all Subsets and bitmap representations of typeface and typographic designs and ornaments created by or derived from the Font Software. Font Software includes upgrades or updates (each of which may be provided to you by Storm Type Foundry in its sole discretion), related files, permitted modifications, permitted copies, and related documentation.

Publicly Available Software means a) any software that contains, or is derived in any manner (in whole or in part) from, any software that is distributed as free software, open source software (e.g. Linux) or similar licensing or distribution models; and (b) any software that requires as a condition of use, modification and/or distribution of such software that such software or other software incorporated into, derived from or distributed with such software (i) be disclosed or distributed in source code form, (ii) be licensed for the purpose of making Derivative Works, or (iii) be redistributable at no charge.

Term means the length of time this license will remain in place as set forth in your Account or in your transaction documentation such as a quotation or an invoice.

Trademarks means the trademark as set forth at <http://www.stormtype.com/legal/trademarks/guidelines> for each piece of Font Software licensed under this Agreement or under which Storm Type Foundry markets the Font Software.

Warranty Period means the period of validity of the warranties given by Storm Type Foundry in this Agreement. Storm Type Foundry's standard Warranty Period is ninety (90) days from delivery.