

# Lettersoup Enterprise End-User License Agreement

This package contains digital Desktop Fonts and Web Fonts (collectively: “the Product”), created and manufactured by lettersoup (“the Foundry”) and delivered to you via the Foundry as a result of a purchase (“the Purchase”). By downloading the Product, you are agreeing to be bound by the terms of this Agreement. This Agreement grants you a perpetual, worldwide, non-exclusive, non-assignable and non-transferable license to:

- a) **“Desktop Use”**: install and use the Product on electronic devices (“Devices”) such as computers, tablets or smartphones, subject to (1);
- b) **“Web Font Use”**: install and use the Web Fonts on Websites, subject to (2);
- c) **“App or eBook Use”**: embed the Product into Applications (“Apps”) or “eBooks”, subject to (3).

## 1. Desktop Use

You may only install the Product on Devices that you own or control.

The maximum number of simultaneous users (“Desktop Users”) of the Product installed on the Devices is unlimited.

All Desktop Users must belong to the same company or household purchasing the Product.

You or the Desktop Users may use the Product to create documents, scalable drawings and fixed-size images on any surface (collectively: “the Images”) as long as the Images are not used as a replacement for the Product, i.e. as long as the Images do not represent a substantial subset of the Product’s character set that could be used to create further Images with different text content.

You may embed the Product into any document you send to third parties.

Such documents may be viewed and printed (but not edited) by the recipients.

## 2. Web Font Use:

You may only install the Web Fonts on Websites that you own or control (“the Websites”).

You may embed the Web Fonts in reports generated by the Website(s), provided that you do not sell the reports for profit.

The maximum number of domains on which the Websites are hosted is unlimited. The number of subdomains is unlimited.

There is no limit of page views for the Web Fonts installed on the Websites. In the CSS code used on the Websites, you must include the entire commented section provided in the CSS file if included with the Product.

You may not install on Websites, link to, nor put online, any Desktop Fonts included in the Product.

You may not use the Web Fonts in, as a part of, or in conjunction with a Web Application, for Editing, in a Web Commercial Product, or with technologies other than @font-face, such as sIFR, Cufón or Typeface.js.

### **3. App or eBook Use:**

You may embed the Product into an unlimited number of copies and subsequent versions of Apps that you own or control.

The maximum number of Apps in which you may embed the Product ("App Limit") is unlimited.

You may not embed the Product in any Apps that allow the generation of output such as PDFs, word processing documents, spreadsheets, labeled photos, static images, scalable images, advertisements or other documents or data files, or in any Apps that are server components in a client/server architecture.

You may only embed the Product in Apps where the Product does not represent a substantial component of, and does not represent the primary value or the functionality of the App into which it is embedded.

You may embed the Product into an unlimited number of copies, format types, and subsequent versions of eBooks.

The maximum number of eBooks in which you may embed the Product ("eBook Limit") is unlimited.

You may only embed the Product in eBooks using a file format that protects the Product by means of encryption or obfuscation. Formats that meet these criteria include, but are not limited to, PDF, EPUB 2.01, EPUB 3, and KF8. The

eBook must be a non-executable file which is displayed by e-reader software or on e-reader devices.

The Product may not be installed in the operating system on which the Apps or eBooks run.

You may not redistribute the Product with the source code of the Apps.

You may not under any circumstances embed the Product, or any derivatives thereof, into hardware products in which the purchasers of such products will use the Product. Such use requires a different license, which may be offered by the Foundry.

#### **4. Third parties**

You may provide the Product to a graphic designer, printer or other service bureau that is working on your behalf only if they agree to use the Product exclusively for your work, agree to the terms of this license, and retain no copies of the font on completion of the work.

You may not provide the Product or make it accessible to any other third parties.

You agree that you will take no action which will have the direct or indirect effect of causing the Product to become Publicly Available Software or otherwise be subject to a Publicly Available Software agreement.

#### **5. Modifications**

You may import characters from the Product as graphical objects into a drawing program and modify such graphical objects.

You may not modify, adapt, translate, reverse engineer, decompile, disassemble, or create Derivative Works (12. e)) based on the Product or any portion thereof without Foundry's prior written consent.

If you are located in a European Community member country or any other country which provides rights materially similar to the rights set forth in this provision, you may reverse engineer or decompile the Font Software contained in the Product only to the extent that sufficient information is not available for the purpose of creating an interoperable software program (but only for such purpose and only to the extent that sufficient information is not provided in a timely manner free of charge by Foundry upon written request).

## **6. Copyright**

The Product and the accompanying materials are copyrighted and contain proprietary information and trade secrets belonging to the Foundry. Unauthorized copying of the Product even if modified, merged, or included with other software, or of the written materials, is expressly forbidden. You may be held legally responsible for any infringement of the Foundry's intellectual property rights that is caused or encouraged by your failure to abide by the terms of this Agreement.

## **7. Termination**

This Agreement is effective until terminated. This Agreement will terminate automatically without notice from the Foundry if you fail to comply with any provision contained herein. Upon termination, you must destroy the written materials, the Product, and all copies of them, in part and in whole, including modified copies, if any.

## **8. Product Upgrades**

The Foundry may, from time to time, update the Product. Product upgrade pricing may apply.

## **9. Definitions.**

- a)** "Web Application(s)" means any software program which allows a Website visitor to use or access the Web Fonts to create a document or file or to change the selection of Web Fonts or any other software used in or accessed by any document or file, including but not limited to server pages, web pages, documents and/or web-based documents.
- b)** "Application(s)" ("App" or "Apps")" means a separate and distinct stand-alone Software Product which runs on a platform and is made available by you to End Users or by you to a distributor who then makes such Application available to End Users.
- c)** "Web Commercial Product" means anything, other than web pages of your Websites, created by use of the Web Fonts, which is offered for distribution to the general public (or to some subset of the general public) in exchange for a separate fee or other consideration.

**d)** “eBook” (“or eBooks”) means a collection of text and graphics in electronic form which is intended for consumption by an End User.

**e)** “Derivative Work” means binary data based upon or derived from the Product (or any portion of the Product) in any form in which such binary data may be recast, transformed, or adapted including, but not limited to, binary data in any format into which the Product may be converted.