

Lostandfoundry

End User Licensing Agreement -Desktop

Licenses and Usage

This End User License Agreement (hereinafter referred to as the EULA) is the legal contract between you (hereinafter referred to as The Licensee) and Lostandfoundry (hereinafter referred to as The Licensor). Upon acceptance of this EULA, or by downloading and/or installing The Licensor font products (hereinafter referred to as the Font Software), you agree to the Terms and Conditions hereunder and to the granting by The Licensor of a perpetual, non-exclusive, non-refundable and non-transferable Desktop License to install the Font Software on a storage medium (hereinafter referred to as the Licensed Unit) for a specific use, which is specified in the End User's order receipt.

As used herein, Licensed Fonts shall mean the typefaces that are generated by the use of the Font Software when used with the appropriate hardware and other software. In this Agreement, Font, Fonts or Font Software are defined as the designs of The Licensor Fonts and the software that produces a typeface design(s) together with any other artworks that may be associated with the Font.

As used herein, End User means a customer who has purchased a license to use the Software and the Licensed Fonts as specified in the order receipt given at the time of purchasing the font(s) from The Licensor.

An End User is not a distributor, reseller, dealer, sub-licensee, original equipment manufacturer (OEM), or other wholesale purchaser.

Definitions

The Licenses listed below govern the specific terms of usage of the Font Software according to the needs of The User. If you wish to use The Licensor Fonts for a purpose not permitted by this Desktop License, you must secure a separate license and/or a license extension (for an additional fee).

Please contact david@lostandfoundry.dev to do this.

The Licensor reserves the right to inspect or monitor your usage.

1. RIGHTS GRANTED

The Licensor grants to The Licensee, a perpetual, worldwide, non-exclusive and non-transferable license to install the Fonts, and create, reproduce, modify, display, and distribute artwork created with the Fonts in accordance with the terms and conditions of this EULA.

1.1 INSTALLATION, STORAGE + BACKUP

Licensed Users

The Licensee is permitted to distribute the purchased Fonts along with this EULA, to the specified number of licensed users ("Licensed User[s]") as indicated on the applicable order receipt ("Receipt").

Computer Installation

Each Licensed User is permitted to install the Fonts on a desktop, laptop, and/or handheld computers directly operated by such Licensed User.

Cloud Design Apps

Each Licensed User is permitted to upload the Fonts to a cloud-based design application account(s) controlled by The Licensed User[s], and used only by The Licensed User[s] for the purpose of creating artwork with the purchased Fonts.

Server Storage

The Licensee is permitted to upload the Fonts to a server or a cloud-based storage service that is owned, leased, or otherwise controlled by The Licensee, for the purpose of storage, asset management, and retrieval by The Licensed Users only.

Backup

The Licensee is permitted to make a reasonable number of backup copies of the Font for disaster recovery purposes only.

1.2 RIGHTS

+ Digital Documents and Artwork

The Licensed Users are permitted to use the purchased Fonts in static, digital files, documents, and artwork (“Documents”) including Portable Document Format (“PDF”), subject to embedding restrictions in Section 1.3.

+ Books and Printed Physical Goods

The Licensed User[s] are permitted to use the Fonts in artwork for an unlimited number of printed physical goods such as posters, books, packaging design, visual identity, collateral, clothing, signage, and other promotional items.

+ Logos

The Licensed User[s] are permitted to use the Fonts to create logos and logotypes.

+ Broadcast

The Licensed User[s] are permitted to use the Fonts to create artwork for all forms of video, animation, television, cinema, and broadcast (“Broadcast”). These uses include titles, credits, overlays and slides.

1.3 RESTRICTIONS

X No Typesetting Products

The Licensed User[s] are prohibited from using the Fonts to create typesetting-like products where individual letterforms from the Fonts can be composed by End Users to create words. Examples include: kits of individual letters using rubber stamps, stickers or stencils; or dry-rub lettering sheets. A license extension (for an additional fee) can be obtained by contacting The Licensor. _

Please contact david@lostandfoundry.dev to do this.

X Limited Digital Document Embedding

The Licensed Users are prohibited from distributing or embedding the Fonts in Documents to unlicensed End Users in any format other than read-only PDF.

The Fonts used in other Document formats distributed to unlicensed End Users must be (a) rasterized into a pixel-format image, or (b) converted into static vector outlines.

The Licensed Users are permitted to distribute or embed the Font in editable Documents (including PDF, Microsoft Word® & Microsoft Powerpoint®) only to other Licensed Users.

X No Other Systems/Product Embedding

The Licensed Users are prohibited from embedding the Fonts in:

- Websites, digital ads using CSS @font-face and emails
- Desktop applications, mobile apps, and other software
- Cloud-based apps allowing third-party, End User Font usage
- Electronic devices
- Digital games
- Ebooks
- Editable templates and editable PDFs

The Licensee must obtain an additional font usage license(s) from The Licensor to use the purchased font(s) in ways other than covered by this Desktop License Agreement.

These additional licenses include:

Webfont License

Allows The Licensee to use the Fonts on websites, apps and emails. Please view Webfont License for full details. **Please contact david@lostandfoundry.dev to do this.**

E-Publishing License

Allows The Licensee to use the Fonts in Digital Publishing products. Please view E-Publishing License for full details. **Please contact david@lostandfoundry.dev to do this.**

Digital Ads License

Allows The Licensee to use the Fonts in Digital Ads. Please view Digital Ads License for full details. **Please contact david@lostandfoundry.dev to do this.**

1.4 THIRD PARTIES

The Licensee is permitted to temporarily provide the Fonts to a third-party designer or agent (“Agent”) who is working on behalf of The Licensee. Any Agent using the Fonts is treated as a Licensed User and counts toward the total number of Licensed Users.

All Agents of The Licensee must: (a) agree in writing to The Licensee that the Fonts will be used exclusively for The Licensee’s work, in accordance with the terms of this EULA; and (b) destroy all copies of the Fonts upon completion and delivery of the work to Licensee.

2. FONT MODIFICATIONS

Licensed Users are prohibited from modifying the Fonts purchased from The Licensor, or creating derivative Fonts without prior written consent from The Licensor.

3. COPYRIGHT

The Fonts are protected by United States and international copyright and other laws and treaties.

The copyright holder is the sole, exclusive owner of all intellectual property rights, including rights under the copyright and trademark law. The Licensee agrees not to use the Fonts in any manner that infringes the intellectual property rights of the copyright holder or violates the terms of this EULA.

The Licensee will be held legally responsible, and indemnifies The Licensor, for any infringements on the copyright holder’s rights caused by failure to abide by the terms of this EULA.

4. TERMINATION

This EULA is effective until terminated. If The Licensee fails to comply with any term of this EULA, The Licensor may terminate this EULA with 30 days notice.

5. WARRANTY

The Fonts are provided “as is.” The Licensor makes no warranty of any kind, either expressed or implied, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose.

The Licensor shall not be liable for any direct, indirect, consequential, or incidental damages (including damages from loss of business profits, business interruption, loss of business information, and the like) arising out of the use of or inability to use the product even if The Licensor has been advised of the possibility of such damages.

6. ENTIRE AGREEMENT

This EULA, in conjunction with the Receipt that accompanies each purchased Font licensed from The Licensor, constitutes the entire agreement between The Licensor and The Licensee.

7. AGREEMENT MODIFICATION

The Licensor and The Licensee may modify or amend this EULA when agreed to in writing.

8. WAIVER

The waiver of one breach or default hereunder shall not constitute the waiver of any subsequent breach or default.