

# PAULO GOODE – DESKTOP FONT END USER LICENCE AGREEMENT

By downloading and/or installing font software ("Font") offered by Paulo Goode ("The Foundry") or his distributors, you ("Licencee") agree to be bound by the following terms and conditions of this End User Licensing Agreement ("EULA"):

## 1. Right Granted

The Foundry grants Licencee a perpetual, worldwide, non-exclusive and non-transferrable licence to:

- a) Use the Font to create graphics for display on any surface including computer screens, television screens, paper, t-shirts or any other surface where the image will be a fixed size.
- b) Licencee may embed or link the Font in accordance with the rules described in Section 4 "Embedding and Linking" of this EULA.

## 2. Requirements and Restrictions

- a) **Products.** Licencee may not use the Font to create alphabet or letterform products for resale where the product consists of individual letterforms, including rubber stamps, die-cut products, stencil products, or adhesive sticker alphabet products where the likeness of the Font can be reproduced and the end-user of said products can create their own typesetting. An extended licence may be available for an additional fee. Licencee may create typographic products using the Font if the product consists of commonly recognized words or phrases. For example: a rubber stamp that has the words "Thank You" or a sticker that says "Great!".
- b) **Dingbats and Illustrations.** Licencee may not use illustrations or images in the Font OTHER THAN letterforms, numbers, punctuation marks, diacritics, etc., in a manner where the illustration or image becomes the primary aspect of a product for resale. For example, a dingbat image in the font can not be the sole design element on a coffee cup, t-shirt, greeting card, etc., intended for resale. An extended licence may be available for an additional fee.
- c) **Users.** The Font may be simultaneously used by no more than 3 (three) users. A "user" is a single person or single machine, at the discretion of the Licencee. All users must belong to the same company or household purchasing the Font except for temporary use by third parties as described in Section 3 "Provision to Third Parties" of this EULA.

## 3. Provision to Third Parties

Licencee may temporarily provide the Font to a graphic designer, printer, agent or independent contractor who is working on behalf of the Licencee, ONLY IF the developer, agent or independent contractor (1) agrees in writing to use the Font exclusively for licencee's work, according to the terms of this EULA, and (2) retains no copies of the Font upon completion of the work. Licencee may not otherwise distribute the Font to third parties or make the Font publicly accessible except by embedding or linking in accordance with this EULA.

## 4. Embedding and Linking

- a) **Document Embedding** (including PDF, Microsoft Word and Microsoft PowerPoint).
  1. Documents embedding the Font and sent to third parties, must be read-only by those recipients.
  2. Documents embedding the Font and created for in-house use or sent to third parties working on behalf of the licensee as described in Section 3 "Provision to Third Parties" may be editable.
- b) **Flash and Silverlight Embedding**

Licencee may embed the Font into Flash or Silverlight with the following restrictions:

  1. The Font must be subset to include only the glyphs necessary for displaying the work.
  2. The text rendered in the Font must not be manipulatable by an end user.
  3. All care must be taken to prevent unauthorized users from accessing the Font.

## c) @font-face Cascading Style Sheet ("CSS") Linking

Licencee may not link the Font to websites using the @font-face selector in CSS. An extended licence may be available for an additional fee.

## 5. Term

This EULA grants a perpetual licence for the rights set forth in Paragraph 1 unless and until the EULA terminates under Paragraph 8. The Foundry will not charge additional fees after purchase, annually or otherwise.

## 6. Other Usage

Licences for @font-face embedding, computer applications and games, installable interactive books, software, mobile applications and games, Ebooks and Epubs, product creation websites, website template distribution, website templates, and other uses not allowed by this EULA may be available for an additional fee.

## 7. Modifications

Licencee may import and alter the bezier outlines of the Font in a drawing program. Licencee may not modify the Font or create derivative works based on the Font without prior written consent from The Foundry EXCEPT THAT licencee may generate files necessary for embedding or linking in accordance with this EULA.

## 8. Copyright

The Font is protected by copyright law. The Foundry is the sole, exclusive owner of all intellectual property rights, including rights under copyright and trademark law. Licencee agrees not to use the Font in any manner that infringes the intellectual property rights of the Foundry or violates the terms of this EULA. Licencee will be held legally responsible, for any infringements on The Foundry's rights caused by failure to abide by the terms of this EULA.

## 9. Termination

This EULA is effective until terminated. If Licencee fails to comply with any term of this EULA, The Foundry may terminate the EULA with 30 days notice. This EULA will terminate automatically 30 days after the issuance of such notice.

## 10. Disclaimer

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