

## End user licence agreement (EULA) for usage of font software on the web (webfonts)

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concluded between

**Samuel Čarnoký / CarnokyType, s. r. o.** (Provider of licence)

and **End user of the font software** (hereinafter referred to only as "user")

### ARTICLE I. SUBJECT MATTER OF AGREEMENT

Subject matter of Agreement is providing User with right to usage of font software. All further rights relating to font software as the result of creative activity and subject of Intellectual Property shall thereby be not affected.

By using, downloading, installing and/or embedding font software ("Webfont"), you ("User") agree to be bound by the following terms and conditions of this End User Licensing Agreement ("EULA").

#### Other Usage

Licenses for desktop use, 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. Contact us for more information.

### ARTICLE II. CONDITIONS OF USAGE OF FONT SOFTWARE

#### 1. RIGHT GRANTED

This license grants User a perpetual, worldwide, non-exclusive and non-transferrable license to link the Webfont to Websites using the @font-face selector in CSS files.

#### 2. WEBFONTS FOR WEB USE

Licensee must use the Webfont provided by Provider under this EULA. Licensee may not link to the full, CFF OpenType or TrueType font designed for desktop installation.

#### 3. HEADER & COPYRIGHT

Licensee must include the entire commented header in the provided CSS file.

#### 4. TOTAL TRAFFIC

The total traffic of the Website(s), measured in pageviews per month, may be no greater than the number of pageviews specified in the Receipt.

#### 5. OWNED WEBSITES / DOMAINS

Licensee may only install the Webfont on Websites that it owns or controls.

#### 6. GENERATING NON PROFIT REPORTS

Licensee may embed Webfont in reports generated by the Website(s), provided that Licensee does not sell the reports for profit.

#### 7. BACK UP

You are permitted to make a back-up copy of font software for archival purposes. User is obliged to copy on backing storage together with font software the Licence Agreement, trade mark and typeface specimen.

#### 8. COPIES / PROVISION TO THIRD PARTIES

Licensee may temporarily provide the Webfont to a website developer, agent or independent contractor, who is working on behalf of the Licensee, ONLY IF the developer, agent or independent contractor (1) agrees in writing to use the Font exclusively for Licensee's work, according to the terms of this EULA, and

(2) retains no copies of the Font upon completion of the work. Licensee may not otherwise distribute the Webfont to third parties or make the Webfont publicly accessible or available except by embedding or linking in accordance with this EULA.

#### 9. LICENCE DISPOSAL

Right acquired by granted licence to font software cannot be by any means conceded to third persons.

#### 10. TERM

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

#### 11. CONVERTING AND MODIFICATIONS

Font software or its parts cannot be converted or changed by other means, modified, adjusted or amended.

### ARTICLE III. GUARANTEE

1. Font software will be repaired or replaced only if defective. You must notify provider of licence that font software is defective within the period of 90 days after delivery.

2. Guarantee shall not be applied to converted, modified or otherwise changed font software.

3. Guarantee shall not cover assurance of performance, result or marketability of product with usage of font software, nor applicability of purchase for particular purpose.

4. Provider of Licence is not obliged to compensate for font software or return paid amount, if its malfunction was caused by accident, abuse or loss of font software as a result of theft, natural disaster, negligence etc.

5. Provider of Licence shall in no event be liable for any consequential, indirect, incidental, criminal or other special damages (loss of business profits, loss of business information etc.).

### ARTICLE IV. TERMINATION OF LICENCE

In case any of conditions hereof is broken, Provider of Licence is entitled to terminate granted Licence for usage of font software without any financial remuneration.

### ARTICLE V. CLOSING PROVISIONS

1. Content of Agreement shall not be amended or changed by any way.

2. Agreement shall be governed by the law of Slovak Republic.

3. Approval of content of Agreement is expressed by usage of font software. As a result of this, this Agreement is concluded.