

Mostardesign Type Foundry - App license

Mostardesign Type Foundry End User License Agreement (EULA)
Version 1.1 - June 25, 2021

By downloading, installing and/or embedding font software ("Font") of Mostardesign Type Foundry or its distributors, you ("Licensee") agree to be bound by the following terms and conditions of this End User Licensing Agreement ("EULA"):

1. Rights Granted

Mostardesign Type Foundry grants Licensee a perpetual, worldwide, non-exclusive and non-transferable license to:

- a. Embed the licensed Font into an unlimited number of copies and subsequent versions of the Application(s) ("App" or "Apps").
- b. Subset or convert the Font format to improve the Font's performance in the App.

2. Requirements and Restrictions

Licensee agrees to abide by the following requirements and restrictions:

- a. Licensee may embed the Font into ONLY the number of Apps specified in the Invoice.
- b. Licensee may not redistribute the Font with the App's source code.
- c. Licensee may not install the Font in the operating system the App runs on.
- d. Licensee may not embed the Font in an App that enables an end user to create custom typesetting with the Font (e.g. Photoshop Express for iOS, etc.).
- e. Licensee may embed the Font in reports that the App saves or exports, provided that the reports are not sold for profit.
- f. Licensee may only embed the Font into Apps that it owns or controls.

3. Provision to Third Parties

The Licensee may temporarily provide the Font to a third party aiding in development or design for the App who is working on behalf of the Licensee.

The third party must:

- (1) Agree in writing to use the Font exclusively for Licensee's work, according to the terms of this EULA.
- (2) Retain no copies of the Font upon completion of the work.

4. Term

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

5. Other Usage

Licenses for desktop use, @font-face embedding, Ebooks and Epubs, product creation websites, website template distribution, website templates, and other uses not allowed by this Agreement may be available for an additional fee.

6. Modifications

Licensee may not modify the Font or create derivative works based upon the Font without prior written consent from Mostardesign Type Foundry or the owning Foundry ("Foundry") EXCEPT THAT Licensee may generate files necessary for embedding or linking in accordance with this EULA.

7. 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. Licensee 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. Licensee will be held legally responsible, and indemnifies Mostardesign Type Foundry, for any infringements on the Foundry's rights caused by failure to abide by the terms of this EULA.

8. Termination

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

9. Refunds and Disclaimer

Mostardesign Type Foundry will, at the User's request, provide a refund for the Font if:

- a. The Font has not been used in any published or released work.
- b. No more than 30 days have passed since the date of purchase, specified on the invoice.
- c. The Font has been uninstalled and deleted from all Licensee's computers.

The Product is provided "as is." Mostardesign Type Foundry 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.

Mostardesign Type Foundry 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 Mostardesign Type Foundry has been advised of the possibility of such damages.

Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to Licensee.

10. Governing Law

This EULA is governed by the laws of France