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End User License Agreement

1. Introduction

- 1.1 Agreement This End User License Agreement (“EULA”) is a legal agreement between you, the purchaser and licensee, and a.Foundry. By purchasing, downloading, installing, using, or handling the digital typeface software (referred to as “fonts”), you accept the terms outlined in this agreement. Your acceptance acknowledges your understanding of and compliance with these terms. This EULA supersedes any previous oral or written proposals or agreements between you and a.Foundry.
- 1.2 License Grant You are not acquiring the copyright to the design or any other aspect of the fonts; instead, you are obtaining a non-exclusive, non-transferable, perpetual, and worldwide license to use the fonts as specified in this agreement.
- 1.3 Representation If you are acting on behalf of an end user, it is your responsibility to ensure that the end user accepts this EULA without any alterations. Charging the end user a different price than the one offered by a.Foundry is prohibited, and you are also prohibited from using the software yourself.

2. Definitions

- 2.1 Organization “Within your organization” refers to usage within your company or organization, excluding clients or third parties. Self-employed individuals working at your business location are considered part of your organization. Fonts can be provided to pre-press services or printers for output only; creating new documents with these fonts requires a new license.
- 2.2 Applications “Applications” denote software running on specific operating systems on versions that are less than 5 years old (e.g., Microsoft Windows, Apple macOS, etc.). Supporting operating systems outside of these requires approval from a.Foundry.
- 2.3 Visitors per month “Visitors per month” refers to the count of distinct and identifiable users who visit your websites. It is imperative that you monitor and manage the monthly visitor count using a widely recognized analytics tool capable of accurately documenting the number

of unique visitors to a website. Should you surpass the specified monthly visitor limit, it is obligatory to acquire a licensing upgrade to accommodate the increased number of monthly visitors. a.Foundry retains the authority to request and obtain screenshots from your analytics tool as evidence that the monthly unique visitor count remains within the maximum limit allowed by the purchased licenses.

3. Licensing

- 3.1 Usage Rights
You are purchasing a certain amount of licenses to use fonts by a.Foundry on a certain number of devices within your organization. You may use the fonts for the creation of static or moving files like images, videos and broadcasts. The fonts may be used on website or application within your organization but limited to the amount of visitors per month, which is included in the purchased license.
- 3.2 Installations
The number of installations is determined by your purchased licenses. Except for archival copies, you cannot install fonts on additional devices.
- 3.3 File Handling
The fonts may be embedded into files of the Portable Document Format (PDF), PostScript (PS), and Encapsulated PostScript (EPS) types. Embedding the fonts into any other format under this license is not permitted.
- 3.4 Modification
Under no circumstances are you permitted to adapt, modify, create additional versions/weights/styles, alter existing characters, add characters, convert, or rename. Commissioning a third party to modify the fonts is also prohibited.

4. General

- 4.1 Distribution
You may not distribute, lend, rent, sell, give away, or privately share any modified or unmodified version of the fonts, whether publicly or privately.
- 4.2 Warranty and Support
We strive for high-quality fonts. If issues arise, a.Foundry has the opportunity to rectify them within 30 days after your first notification of the issue. If the issue is not resolved, you may request a refund within the next 30 days. After a refund, the respective license terminates immediately, and any further use is strictly forbidden.

- 4.3 Breach of Contract Any breach of the terms and conditions of this agreement terminates your license to use the fonts. After termination, you must destroy all copies of the fonts, including archival copies. A breach of the terms of this EULA obligates you to pay a penalty of US\$10,000 or, if higher, 50% of the license fee. You are still obliged to comply with this EULA.
- 4.4 Warranty and Liability a.Foundry assumes no responsibility for any damage caused to a user's hardware, software, or loss of income resulting from downloading, installing, or using a.Foundry fonts. All a.Foundry fonts are installed and used entirely at the owner's risk, and a.Foundry cannot be held accountable for:
- Interruption of business operations.
 - Loss of anticipated savings.
 - Loss of earnings, sales, business, or revenue.
 - Loss or corruption of data or information.
 - Loss of business prospects, goodwill, or reputation.
 - Any exceptional, indirect, or consequential losses, damages, charges, or expenses.
- Our total liability for all other losses under or related to this License shall at all times be capped at an amount equal to 100% of the License Fee.
- 4.5 Marketing a.Foundry may use your company's name and related assets for marketing purposes after your license usage is made public.
- 4.6 Intellectual Property Fonts are protected intellectual property. You possess no rights beyond usage as outlined in this EULA. All rights reserved by a.Foundry.
- 4.7 Prohibited Actions Unauthorized sharing, distribution, illegal copying, stealing, or resale of fonts is prohibited.
- 4.8 Governing Law This agreement shall be governed by and construed in accordance with the laws of Denmark.

If you have any questions regarding this EULA, don't hesitate to reach out at mail@a-foundry.com.