

Mass-Driver Desktop EULA

V 1.0 — 16-02-20

1 General

This End User License Agreement (the "Agreement") is a contract between you ("you") and Mass-Driver ("Mass-Driver", "we", "us").

The "Fonts" collectively refers to the computer software containing representations of typeface designs which were provided to you by or on behalf of Mass-Driver, any and all supplementary materials provided along with and/or embedded in such software, and any future versions or upgrades thereof.

Conditioned upon Mass-Driver's receipt of full payment of all license fees, Mass-Driver grants to you the limited, non-exclusive, non-transferrable right to use the Fonts in accordance with the terms of this Agreement. You acknowledge and agree that the Fonts are protected under various copyright, trademark, and other laws in various territories.

If you are unsure of whether your use of the Fonts is permitted under this Agreement, or if the scope of your needs changes, please contact us.

2 Desktop License

Your license type can be found in your receipt email.

a *License Scope*

A Desktop License permits you to use the Fonts to create printed documents, newspapers, books, packaging designs, logos, products, videos, and other such commercial uses.

A Desktop License does not permit use of the Fonts on the web, in embedded applications, or in any dynamically updated, procedurally-generated, or other applications, including without limitation those wherein a human operator does not conduct the final output of the work.

b *Installation*

The Fonts may be installed on the number of devices specified during the process of your order and indicated in your receipt email. You shall not install the Fonts on any additional devices.

The Fonts are provided in OTF (OpenType CFF) format. You are not permitted to convert the Fonts to other formats. Alternative formats might be provided upon request, at the discretion of Mass-Driver.

c *Static Document Embedding*

You are permitted to embed the Fonts in static digital documents wherein the contents of the documents are not able to be edited, provided that you take all reasonable measures to ensure recipients of the documents cannot extract or use the embedded Fonts.

d *Font Servers*

You may install the Fonts on an internal server provided that the number of users able to access the Fonts on the server does not exceed the number of devices specified during the process of your order and indicated in your receipt email.



e Printers

If a printer or service bureau is not able to make use of an embedded PDF, you are permitted to send the necessary Fonts to the printer or service bureau for the purpose of producing the final output of your design. When the printer or service bureau is no longer performing such work, you must cause them to destroy all copies of the Fonts in their possession.

3 Backups

You are permitted to make archival or backup copies of the Fonts. You must maintain control of these copies and take all reasonable precautions to ensure they are not accessible to third parties or to the general public.

4 Sublicensing & Transfer

You shall not distribute (share, rent, lend, gift, sell, etc.) the Fonts to any third party. You agree to take all reasonable measures to ensure no third party is able to access the Fonts.

You are not permitted to transfer this Agreement or any of your rights hereunder to any third party without the prior written permission of Mass-Driver.

5 Modification of Fonts

You shall not under any circumstances decompile, modify, reverse-engineer, reformat, alter, or edit the Fonts or engage any third party to do so without prior written permission from Mass-Driver.

6 Functioning Software

In the event that the Fonts do not function in accordance with the typical standards of the font industry, we will endeavour to fix or replace the Fonts within 30 days of being notified. Should we be unable to remedy the issue within this 30 day period, we will provide a refund, at which point all rights granted to you under this Agreement will terminate with immediate effect.

7 Prohibited Activities

a Political

The Fonts shall not be used for political messaging or by political parties, political organisations, or lobbying organisations, without the prior written consent of Mass-Driver.

b Alphabet Products

The Fonts shall not be used in the production of prefabricated alphabet or letterform products including, but not limited to: stencil products, adhesive alphabet stickers, dry transfer lettering, and novelty ampersands. If you would like to make such products, please contact us.



8 Term

This Agreement is effective forever, except that if you breach any of its terms, Mass-Driver reserves the right to charge you the cost of a license covering your actual usage of the Fonts, on a per-infringement basis and without discounts, and/or to terminate the Agreement.

9 Warranties, Liability & Indemnification

Mass-Driver makes no warranties, express or implied, as to merchantability, fitness for a particular purpose, or otherwise. The Fonts are not intended and were not designed for use in any circumstances where fail-safe operation is required. The Fonts shall not be used in any circumstances where a defect or fault in the Fonts could lead to personal injury, death, property damage, or severe physical or environmental damage. Without limiting the foregoing, Mass-Driver shall in no event be liable to you or any other third party for any direct, indirect, consequential, or incidental damages, including damages from loss of business profits, business interruption or loss of business information, arising out of the use or inability to use the product even if notified in advance. Under no circumstances shall Mass-Driver's liability exceed the cost of the license you purchased. You agree to indemnify and hold Mass-Driver harmless from and against any claims or damage which may result from your misuse of the Fonts or breach of this Agreement.

10 Miscellaneous

This Agreement is subject to and governed by the laws of The Netherlands. This Agreement constitutes the entire agreement between Mass-Driver and you and supersedes any prior discussions or negotiations, whether verbal or in writing. No amendment, modification, or waiver will be valid or enforceable unless materialised in an agreement signed by both parties. By downloading or installing the Fonts, you acknowledge that you have read, understood, and agree to be bound by the terms of this Agreement. If any part of this Agreement is found void or unenforceable, it will not affect the validity of the rest of the Agreement, which shall remain valid and enforceable according to its terms. Mass-Driver's failure or election not to enforce a provision of this Agreement is not a waiver of its right to do so later. The numberings and section titles within this Agreement are for convenience and shall not affect or alter the meaning or construction of any terms or provisions of the Agreement.

11 Further Notes

Thank you for taking the time to read this document. If you have any questions about its terms, please contact us. If the work you produce using Mass-Driver Font Software contains an imprint or colophon, you are not obliged to credit Mass-Driver or the typeface(s) used, but it would make us happy if you did.