



# Mass-Driver Trial Fonts 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.

"Trial Fonts" are versions of the Fonts which have been modified to feature a limited character set and fewer OpenType features.

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 Trial Fonts

A Trial Font License permits you to use the Fonts for internal preview and evaluation purposes. Under this license, you may install the Fonts on any number of devices.

You are not permitted to use Trial Fonts in the final output of any work, commercial or non-commercial. You shall not publish or disseminate any materials created using the Trial Fonts.

## 3 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.

## 4 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.

## 5 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.

## 6 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.

## 7 Further Notes

Thank you for taking the time to read this document. If you have any questions about its terms, please contact us.