

**1****INTRODUCTION**

This is an agreement between you, “The User” or “The Licensee”, and Big Fog, LLC. This Agreement governs the terms of use of the Font Software and the design of the Fonts embodied therein (collectively, “Font Software”). By downloading and installing Font Software owned by Big Fog, LLC you agree to the terms below, and are held liable under the jurisdiction of the state of West Virginia and the U.S.A. You acknowledge you have fully read and understood all terms within this agreement. This document supersedes any other agreement, oral or written, between Big Fog, LLC and the licensee. It is the responsibility of the licensee named to ensure all license restrictions, extents and limitations are communicated internally.

2**COPYRIGHT AND OWNERSHIP**

The Font Software represented by this license is the intellectual property of Big Fog, LLC. The licensee may not sell, lease, sublicense, or otherwise assign or transfer any rights, duties or obligations under this agreement, in whole or in part, to any person or third-party, including by merger. Any breach of this will result in immediate termination of the license agreement.

Upon full payment of the appropriate license received by Big Fog, LLC, you become a licensed user, but not an owner of the software. Copyright of purchased fonts will remain, in whole, owned by Big Fog, LLC.

3**NO MODIFICATION**

Renaming or modifying characteristics or drawings within the font software, as well as reverse engineering the font software or changing the font file format, is strictly prohibited. You also agree not to transmit the font software, by itself or embedded, to any party that intends to edit, transform, alter, enhance, merge, or otherwise modify or remove the licensed font software.

Any modifications to the font software are prohibited. Any modifications to the software in any form, must be exclusively made by Big Fog, LLC, unless you have explicit written permission from Big Fog, LLC to make modifications. Please contact us directly to discuss your requirements. Modifications to outlines produced by the font software within design or word processing software are permitted and encouraged. [i.e. making changes to outlines produced by the font software in Adobe Illustrator is permitted, while making changes to the font software in a font production software in order to export a modified usable font is not permitted.]



USER COVERAGE

The license covers the licensee, under whose name the license is purchased. This may be a singular organization, entity, person, or individual. The license is for 1 (one) company, for example a Limited / Ltd, GmbH, PTY, PLC, CIA, Corp., LLC, S.A., ApS, ASA or equivalent company title / suffix. If you wish to utilize a font software license as a group of companies (operated under a holding company), a specific enterprise license must be purchased.



LICENSE TIERS AND EMPLOYEE COUNT

The license covers all uses which may be separated under traditional font EULAs (such as desktop, web, app, etcetera). Instead, the license tier is directly related to the number of people who work at the licensee's company, and is separated into 6 tiers: [1-2], [3-5], [6-10], [11-25], [26-50], and [51-100]. "Employees" here include company owner(s) and board members, as well as any full-time employees, and part-time employees/freelancers working over 15 (fifteen) hours per week on average. It is the licensee's duty to ensure that the correct license tier is purchased. A license purchased by a company with more employees than the license tier allows for is considered void.

If a company increases its number of employees to a point where it exceeds the license tier originally purchased, the license must be updated within 60 (sixty) days from the time that the company outgrows its tier.

The last license tier covers up to 100 (one hundred) employees. Companies that exceed this number of employees must contact Big Fog, LLC for a custom license.

The license tier covered by this license is documented in the email which accompanies any purchases from Big Fog, LLC. Although Big Fog, LLC will take all reasonable measures to track and archive each purchase and accompanying license, the licensee must ensure to store the



THIRD PARTIES

The license also covers any freelancers / agencies / printers and other manufacturers [to be referred to from here on as subcontractors] who may need to use the font software for purposes related to work commissioned by the licensee. Subcontractors may not use the font software in any way unrelated to the work they were hired to do by the licensee, and which is made for use by the licensee. Upon completion of their work and / or termination of the relationship between licensee and subcontractor, the subcontractor must destroy their copies of the font software. Failure to do so will result in breach of license, and licensee is responsible for reimbursing Big Fog, LLC for the cost of the subcontractor's license. All licenses are non-transferrable. You may not transfer licenses to any other parties once work has been completed, or at any given stage during usage.



COPIES

You may make one (1) back-up copy of Font Software for archival purposes only, and you agree to retain exclusive custody and control over any such copy. Upon termination of the agreement, you must destroy the original and any and all copies of the Font Software. The unauthorized sharing, lending, renting, sale, or other unauthorized use or misuse of the back-up copy is a material breach of this agreement and will render this license void.



LIABILITY

Although Big Fog, LLC has taken every effort to check the font software for viruses, under no circumstance do we take responsibility for damage caused to a user's hardware, software, or a loss of income that may have occurred as a result.



USAGE RESTRICTIONS

The Font Software may be used for most purposes, including but not limited to logos, documents, stationery, artwork, titling, websites, apps, books and e-books. There are, however, two prohibited uses:

- Products intended for reproducing the characters and glyphs, including but not limited to stencils, stamps, lead type, phototype, and more, are strictly prohibited and require a custom license. [i.e. a set of iron-on letters]
- Usage of the font software which promotes the hatred and alienation of people based on race, color, religion, sex, national origin, physical or mental disability, sexual orientation and/or gender orientation is strictly prohibited.



EMBEDDING RESTRICTIONS

Embedding of the font software is allowed under this license, as long as the licensee takes the following measures to prevent theft of font software: Only WOFF and WOFF2 files may be used for web font embedding. The use of other file formats as web fonts, such as TTF, OTF, SVG, or EOT, is prohibited. Other methods of webfont security that should be used whenever possible include HTTP referrer checking, File obfuscation, Data URIs, segmenting, and subsetting. Since utility and possibility of using the methods listed here vary depending on the situation, they are not required by default, but we strongly encourage them. Embedding of the font software in PDF documents, Apps, and E-books is permitted under this license, although we ask you to use subsetting whenever possible to make font theft more difficult. Any other measures to decrease the chance of font theft are not required, but greatly welcomed.



JURISDICTION

You expressly agree that this license agreement shall be governed by the laws of the State of West Virginia, U.S.A., as they apply to contracts wholly performed therein and without respect to its conflict of laws provisions or the conflict of laws provisions of any other jurisdiction. You

expressly submit to the jurisdiction of the state and federal courts in the U.S.A. selected by Big Fog, LLC.

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MAJOR BREACH OF LICENSE

Breach of any of these terms in case of gross negligence or unlawful misconduct will result in the termination of the contract immediately, and the license for the purchased fonts will be revoked without refund. After termination, you must destroy all copies, including backup or archival copies on external media. If the font software is unlicensed, activated, and used, this is a major breach of the terms of license. You will therefore agree to retroactively settle with the appropriate licenses by paying in full for the usage in USD. You must agree to settle this within 7 (seven) working days, and pass any information that Big Fog, LLC requires, including, but not limited to, an information report on the entity which has used the unlicensed fonts, as well as full transparency on where the font software has been used, and with which parties it has been shared.

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MINOR BREACH OF LICENSE

When purchasing the license of the font software, we trust the user or licensee to truthfully represent the company size that relates to the appropriate tier. If the incorrect license tier is purchased, this is considered a minor breach of license, and the licensee must contact Big Fog, LLC to obtain the correct license tier within 14 (fourteen) days. If the licensee fails to do so, the license becomes void.

The licensee must also ensure that the tiers are not breached when the licensee's company expands. If they are, licensees are advised to preemptively purchase an upgrade license from Big Fog, LLC. If a company increases in employee size past its currently licensed tier, it must upgrade its tier within 60 (sixty) days. Failure to do so renders the license void. If the tiers have been exceeded, this is a minor breach of this license agreement. The licensee agrees to correct the breach within 14 (fourteen) days of written communication via email or post is received. If the breach is not corrected, Big Fog, LLC reserves the right to withdraw licensing, and ask all materials that utilize the breached software (print, digital, application, broadcasting) are destroyed. To correct the breach, the licensee will upgrade to the appropriate tier or negotiate a custom license, settling the appropriate bill within 14 (fourteen) days and distribute the new licenses internally to supersede all other versions of the Font Software utilized.

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MISUSE OF FONTS

Use of fonts without license or adequate licensing will require a license to be paid for the usage of the font software retroactively. Big Fog, LLC reserves the right to charge as it sees fit for time, expenses and legal work undertaken.

15**WARRANTY**

Big Fog, LLC warrants that the software will work for 30 (thirty) days after purchase. Due to the ever evolving and changing nature of technology we cannot confirm it will work on every platform. We cannot promise the software is error free, but we update our font software frequently, especially in case of evident issues. Please ensure you are using the latest versions of our font software at all times.

16**REFUNDS**

Refunds are not given, unless proven that the files are defective, and Big Fog, LLC is unable to repair defects after a period of trouble-shooting and technical support of no fewer than 7 (seven) days. If incorrect licensing or font software was purchased erroneously, you may submit a request to exchange for the correct license or files within 7 (seven) days of purchase.

17**PROOF OF COPY**

We reserve the right to ask you for a copy / proof of this license at any time. Please ensure you retain copies of all receipts (in form of the purchase email, which is automatically created upon the completion of the transaction) for licenses you have purchased.

Questions or concerns?

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THANKS & TAKE CARE