DESIGN LA

End User License Agreement

Ebook License

Summary

- You may embed the font into Ebooks.
- This license is limited by number of Ebook titles.
- This license covers unlimited platforms, sales and upgrades.
- This license is perpetual (pay once and use it forever).

Brittney Murphy Design Ebook End User License Agreement

Version 1.0- April 16, 2017

THIS IS A LEGAL CONTRACT. By downloading, installing, embedding, or otherwise using the font software ("Font"), you ("Licensee") agree to be bound by the terms of this End User Licensing Agreement ("EULA"). This EULA, in conjunction with the receipt that accompanies each purchase from Brittney Murphy Design ("BMD") or its distributors, constitutes the entire agreement between BMD and the Licensee.

1. TERM

This EULA grants a perpetual license unless and until the EULA terminates (as described in Section 9, "Termination").

2. ALLOWED USES

Licensee may embed the Font into an unlimited number of copies, format types, and subsequent versions of Ebooks. Licensee may modify or convert the Font to improve the font's appearance or performance in an Ebook.

3. REQUIREMENTS AND RESTRICTIONS

Licensee agrees to abide by the following requirements and restrictions:

a. Licensee may embed the Font in ONLY the number of Ebook titles indicated on the Invoice.

b. When the Font file is distributed as part of an Ebook, the Font must be embedded within an archive file format that obscures the original data using compression, encryption, or obfuscation. Valid archive formats for the that meet these criteria include, but are not limited to, PDF, EPUB 2.01, EPUB 3, and KF8.

c. The Font must take the form of a non-executable file that is interpreted by e-reading software or e-reading devices.

d. The Font may not be installed in the operating system on which the Ebook runs.

4. THIRD PARTIES

Licensee may temporarily provide the Font to a producer, publisher, or other contractor who is working on the behalf of the Licensee. Such an agent must agree to use the Font exclusively for Licensee's work, agree to the terms of this EULA, and retain no copies of the Font on completion of the work.

Licensee may not provide the Font or make it accessible to any other third parties.

5. MODIFICATIONS

Licensee may convert the licensed Font to other formats, provided that the converted font is used within the terms of this EULA. Licensee may modify the licensed Font providing that the modified font is used within the terms of this EULA. Licensee may not modify the licensed Font in order to create derivative fonts.

6. OTHER USAGE

Licenses for desktop use, @font-face embedding, computer applications and games, software, mobile applications and games, product creation websites, letterform products, and other uses not allowed by this EULA may be allowed under a different license. Visit <u>http://brittneymurphydesign.com/fonts/font-commercial-licenses</u> for more information regarding the types of licenses BMD offers and what they cover.

7. PRODUCT UPGRADES

BMD may, from time to time, update the licensed Font. Upgrade pricing may apply.

8. COPYRIGHT

The Font is protected by copyright law. Brittney Murphy 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 Brittney Murphy or violates the terms of this EULA. Licensee will be held legally responsible for any infringements on Brittney Murphy's rights caused by failure to abide by the terms of this EULA.

9. TERMINATION

This EULA is effective until terminated. This EULA will terminate automatically without notice from BMD if Licensee fails to comply with any provision contained herein. Upon termination, Licensee must uninstall and delete all copies (including modified copies) of the licensed Font.

10. DISCLAIMER

The Product is provided "as is." BMD 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.

BMD 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 BMD 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.

11. GOVERNING LAW

This EULA is governed by the United States of America and the State of Missouri.

12. WAIVER

The waiver of one breach or default shall not constitute the waiver of any subsequent breach or default.