



Font licenses Agreement

Oztype Web End User License Agreement (EULA)

WEB END USER LICENSE AGREEMENT V1.2 (07.24)

SECTION A: THE PARTIES

This agreement (the "EULA") is between you, the user, ("You" or the "Licensee")

AND

Oztype Pty Ltd. ("Oztype")

Oztype Pty Ltd. is a company incorporated in Australia and operates alongside its associated entity in the United States.

By downloading, installing, or using the Font Software distributed by Oztype, you automatically agree and are bound under the jurisdiction and courts of New South Wales, Australia to the terms below.

SECTION B: GENERAL TERMS

B-01 ACKNOWLEDGEMENT

1. You acknowledge you have fully read and understood all terms within this agreement.
2. This document supersedes any other or previous agreement between Oztype and the Licensee.
3. No variation of this agreement will be accepted, other than a written exception created by Oztype.
4. Oztype reserves the right to amend this EULA at any time without notice.

B-02 IP OWNERSHIP

1. You acknowledge that the Font Software and any other intellectual property licensed under this EULA ("Licensed IP") belong to Oztype Pty Ltd. and its licensors.
2. This EULA does not transfer ownership of any intellectual property rights.
3. You have no rights to the Licensed IP other than to use it in accordance with this EULA.
4. You have no right to access the Licensed IP in source code form.

B-03 NO LEASE OR SUBLICENSING

1. The Licensee may NOT sell, lease, sublicense, or otherwise transfer any rights or obligations under this agreement.
2. Any breach will result in immediate termination of the EULA, and you will be required to delete all copies of the Licensed IP.
3. Oztype licenses the Licensed IP for use by the Licensee's business only and not for any resale purpose.

B-04 FEES & TAXES

1. Upon full payment of the license fee, you will become a licensed user.
2. All fees do not include any applicable sales tax, goods & services tax (GST), value-added tax, or similar duties.
3. The Licensee is responsible for paying any such applicable taxes or costs in addition to the license fee.

B-05 NO MODIFICATIONS

1. Re-naming, adapting, modifying, reverse engineering, decompiling, or changing the font format of the Licensed IP is strictly prohibited.

2. Any and all modifications to the Licensed IP must be made exclusively by Oztype.
3. Please contact Oztype directly to discuss your requirements for custom modifications.

B-06 REFUNDS

1. All sales are final. Oztype does not give refunds unless the Font Software files are proven to be defective after a period of exhaustive technical support.

B-07 LICENSE NON-TRANSFERABLE

1. All licenses are non-transferable and are granted only to the named Licensee.
2. You may not transfer or sub-license the Licensed IP to any other parties, clients, or affiliates.
3. Any additional party utilizing the Licensed IP must purchase their own appropriate license.
4. Oztype allows the purchase of a license on behalf of a client, but the end-user entity must be the named Licensee for their required usage tier.

B-08 SINGULAR ORGANIZATION

1. The license is for use within a singular organization or entity.
2. The license is valid for only one ① company, for example an Inc., LLC, Corp., Pty Ltd, or equivalent recognized company title.

B-09 VIRUSES

1. Although Oztype has taken reasonable steps to ensure the Licensed IP is free of viruses, Oztype takes no responsibility for any damage to a user's hardware or software.
2. All Licensed IP is installed at the Licensee's own risk.
3. The Licensee is responsible for ensuring the Licensed IP meets its individual requirements, including any specific cybersecurity needs.

B-10 JURISDICTION

1. This agreement shall be governed exclusively by the laws of New South Wales, Australia, without regard to its conflicts of law provisions.
2. The courts located in New South Wales, Australia shall have exclusive jurisdiction to adjudicate any dispute arising from this agreement.

B-11 MAJOR BREACH OF LICENSE

1. A material breach of these terms will give Oztype the right to terminate this EULA immediately.
2. Upon termination, you must destroy all copies of the Licensed IP, including backups.
3. If you continue to use the Licensed IP after termination, you will be liable for the appropriate license fees in full, payable in United States Dollars (\$ USD).

B-12 MINOR BREACH OF LICENSE

1. If the tiers and limitations of the license are breached, the Licensee must purchase an upgraded license from Oztype.
2. If it is found that the Licensee has breached the usage quotas, the Licensee agrees to purchase the correct license within 7 (seven) days of written communication.

B-13 WARRANTY

1. Oztype warrants that the Licensed IP will perform substantially as described for 30 (thirty) days after purchase.
2. This warranty does not apply if the defect is a result of unauthorized modification by the Licensee or a breach of this EULA.

B-14 PURCHASING CURRENCY

1. Oztype operates and processes all transactions in United States Dollars (\$ USD).

B-15 LIMITATION OF LIABILITY

1. Oztype shall not be liable for any loss of profits, loss of business opportunity, loss of goodwill, or loss or corruption of data.
2. The total liability of Oztype shall in no circumstances exceed the total fees paid by the Licensee under this EULA in the twelve (12) month period prior to the claim.
3. This does not exclude liability for death or personal injury caused by negligence, fraud, or any other liability which may not be excluded by law.

SECTION C: WEB EULA TERMS

C-01 LICENSE EXTENT

1. This Web License is licensed based on the number of total monthly page views for a website or websites. Usage of the Font Software is limited to the total page views disclosed at the time of purchase. It is the Licensee's responsibility to ensure license

limitations are complied with.

C-02 DOMAINS

1. This license is assigned to a singular sole trader or company.
2. The Font Software may be used on any website and its subdomains, provided they are all owned and operated by the singular licensed entity.

C-03 USAGE

1. This license grants you the right to embed the Font Software into the code of a website for rendering live, dynamic text. This is achieved by uploading the Font Software to a web server you control (Self-Hosting) and calling it via the CSS @font-face rule.

C-04 UNPERMITTED USAGE

This Web License is strictly for use on websites with @font-face. The Font Software may not be used for any other purpose. A separate license is required for the following:

- Installation on a desktop computer for creating documents or static images requires a Desktop License.
- Embedding in an application or video game requires an App License.
- Use in a logo or wordmark requires a Logo License.
- Use in content for social media platforms requires a Social Media License.
- Use in broadcast media requires a Broadcast License.

C-05 FILE FORMATS

1. This Web License supplies files as .WOFF and .WOFF2. These supplied files may not be converted to other formats or installed on a desktop computer for design work.

C-06 PASSING FILES TO THIRD-PARTY SUPPLIERS

1. The Licensee may provide the Font Software to a third-party web developer or agency working on the Licensee's websites. The developer may install the Font Software for the sole purpose of developing the websites but is not permitted to use the Font Software for any other client or project.

C-07 BACKUP COPIES

1. The Licensee is permitted to create one ① backup copy of the Font Software for

archival purposes.

C-08 FONT SOFTWARE PROTECTION

1. As a Licensee, you agree to take reasonable steps to protect the Font Software from unauthorized access or theft. This includes preventing direct hotlinking or downloading by unlicensed third parties.

C-09 UPGRADING

1. When your website's traffic exceeds the monthly page views specified in your purchased license, you must upgrade by paying the difference between the previously acquired license and the new required tier. Please contact Oztype directly to upgrade.

SECTION D: DEFINITIONS

D-01 @FONT-FACE

1. A CSS rule which allows you to download Font Software from a web server to render a web-page.

D-02 FONT SOFTWARE

1. Software which, when used on an appropriate device, generates a typeface design. Font Software includes all upgrades, updates, and related documentation.

D-03 PAGE VIEWS

1. A single instance of an Internet user visiting a particular page on a website.

D-04 PERPETUAL

1. Lasting for an indefinite period of time.

D-05 SELF-HOSTING

1. The Font Software is uploaded to a web server that is controlled by the licensing party, to serve a website.

D-06 SUBDOMAIN

1. An Internet domain which is part of a primary domain.

SECTION E: CONTACT

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