

Font Software - Commercial App License

By purchasing fonts from Tom Chalky under the Commercial App License, you are agreeing to be bound by the terms of this Agreement.

This Agreement, in conjunction with the receipt that accompanies each purchase from Tom Chalky, constitutes the complete agreement between you and Tom Chalky.

- **1. Right Granted.** Tom Chalky grants Licensee a perpetual, worldwide, non-exclusive and non-transferrable license to:
- **a.** Embed the licensed Font into an unlimited number of copies and subsequent versions of the Application(s) ("App" or "Apps").
- **b.** Modify or convert the Font to improve the Font's appearance or performance in the App.
- **2. Requirements and Restrictions.** Licensee agrees to abide by the following requirements and restrictions:
- **a.** Licensee may embed the Font into ONLY the number of Apps specified upon purchase (or via email to tom@tomchalky.com).
- **b.** Licensee may not redistribute the Font with the App's source code.
- **c.** Licensee may not install the Font in the operating system the App runs on.
- **d.** Licensee may not embed the Font in any application software considered to be a plug-in, template, skin or theme.
- **e.** Licensee may not embed the Font in an App that enables an end user to create custom typesetting with the Font.
- **f.** Licensee may embed the Font in reports that the App saves or exports, provided that the reports are not sold for profit.
- **3. Provision to Third Parties.** Licensee may temporarily provide the Font to a producer, publisher or other agent who is working on behalf of the Licensee, only if the producer, publisher, or other agent (1) agrees in writing to use the Font exclusively for Licensee's work, according to the

terms of this EULA, and (2) retains no copies of the Font upon completion of the work.

Licensee may not otherwise distribute the Font to third parties or make the Font publicly accessible or available except by embedding or linking in accordance with this EULA

- **5. Other usage.** Licenses for desktop use, computer applications and games, installable interactive books, software, mobile applications and games, eBooks and ePubs, product creation websites, website template distribution, website templates, and other uses not allowed by this agreement may be available for an additional fee. Please contact tom@tomchalky.com for more information.
- **6. Modification.** Licensee may not modify the Font or create derivative works based upon the Font without prior written consent from Tom Chalky. HOWEVER, Licensee may generate files necessary for embedding or linking in accordance with this EULA.
- 7. Copyright. The font and the accompanying materials are copyrighted and contain proprietary information and trade secrets belonging to Tom Chalky. Unauthorized copying of the Product even if modified, merged, or included with other software, or of the written materials, is expressly forbidden. You may be held legally responsible for any infringement of Tom Chalky's intellectual property rights that is caused or encouraged by your failure to abide by the terms of this agreement.
- **8. Termination.** This Agreement is effective until terminated. This Agreement will terminate automatically without notice from Tom Chalky if you fail to comply with any provision contained herein. Upon termination, you must destroy the written materials, the Product, and all copies of them, in part and in whole, including modified copies, if any.
- **9. Product Upgrades.** Tom Chalky may, from time to time, update the Product. Product upgrade pricing may apply.
- **10. Disclaimer and Limited Warranty.** Tom Chalky warrants the Product to be free from defects in

materials and workmanship under normal use for a period of one (1) month from the date of delivery as shown on your receipt. Tom Chalky's entire liability and your exclusive remedy as to a defective product shall be, at Tom Chalky's option, either return of purchase price or replacement of any such product that is returned to Tom Chalky with a copy of the invoice. Tom Chalky shall have no responsibility to replace the product or refund the purchase price if failure results from accident, abuse or misapplication, or if any product is lost or damaged due to theft, fire, or negligence. Any replacement product will be warranted for one (1) month. This warranty gives you specific legal rights. You may have other rights, which vary between local jurisdiction.

EXCEPT AS EXPRESSLY PROVIDED ABOVE, THE PRODUCT, IS PROVIDED "AS IS". TOM CHALKY 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.

The entire risk as to the quality and performance of the Product rests upon you. Tom Chalky makes no warrant that the functions contained in the Product will meet your requirements or that the operation of the software will be uninterrupted or error free.

TOM CHALKY 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 TOM CHALKY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Because some local laws do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you.

10. Governing Law. This agreement is governed by the laws of the United Kingdom.