



## End User License Agreement

*Desktop License*

### Summary

- You can use the font to create graphical designs and products for yourself or your client(s).
- Such products can be sold for a profit so long as individual letters are not the main selling point of the product.
- Embedding, except for limited document embedding, is not allowed.
- This license is limited by “users,” usually the total number of people using the font.
- The license is perpetual (pay once and use it forever).

Note: Embedding a font means to include the font in a file to be used by the person receiving the file. For example, a font file embedded in a PDF document. Embedding rasterized images created by a font is not considered embedding the font.

### Brittney Murphy Design Desktop Font End User License Agreement

Version 2.0- April 10, 2017

THIS IS A LEGAL CONTRACT. By downloading and installing, 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 11, “Termination”).

#### 2. USERS

The Font may be simultaneously used by no more than the number of users specified in the Invoice. A “user” is a single person or single machine, at the discretion of the Licensee. All users must belong to the same company or household purchasing the Font except for temporary use by third parties (as described in Section 5 “Third Parties”). The Font may be installed on a server for the purpose of deploying to licensed users with all user restrictions listed above still applying.

#### 3. ALLOWED USES

Licensee may use the Font to create graphics on any surface, such as computer screens, paper, physical products, or any other surface. The created graphics may be a fixed size (e.g. JPG, PNG, etc.) or a static vector (e.g. SVG, EPS, etc.).

Licensee may embed or link the Font in a document (in accordance with the rules described in Section 6a, “Document Embedding”).

#### 4. REQUIREMENTS AND RESTRICTIONS

#### a. Letterform Products

Licensee may not use the Font to create alphabet or letterform products for resale where the product consists of individual letterforms, including rubber stamps, die-cut products, stencil products, or adhesive sticker alphabet products where the likeness of the Font can be reproduced and the end-user of said products can create their own typesetting.

Licensee may create typographic products using the Font if the product consists of words or phrases, for example, a rubber stamp that has the words "Great!" or a sticker that says "Thank You."

#### 5. THIRD PARTIES

Licensee may temporarily provide the Font to a graphic designer, printer 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.

#### 6. EMBEDDING

##### a. Document Embedding (including PDF, Microsoft Word® & Microsoft Powerpoint®)

Documents embedding the Font and sent to third parties, must be read-only by those recipients.

Documents embedding the Font and created for in-house use or sent to third parties working on behalf of the Licensee (as described in Section 5 "Third Parties") may be editable.

##### b. Other Embedding

Licensee may not embed the Font in websites, apps, ebooks, software, or hardware.

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#### 8. OTHER USAGE

Licenses for @font-face embedding, Ebooks, 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 <http://brittneymurphydesign.com/fonts/font-commercial-licenses> for more information regarding the types of licenses BMD offers and what they cover.

#### 9. PRODUCT UPGRADES

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

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#### 11. TERMINATION

This EULA is effective until terminated. This EULA will terminate automatically without notice from BMD if Licensee

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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.

#### 13. GOVERNING LAW

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

#### 14. WAIVER

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