



End User License Agreement

Server License

Summary

- You may install the font on a server for a product creation website, which allows your customers to customize, proof and purchase creations such as, but not limited to invitations, napkins, magnets, mugs, trophies, plaques, lunch boxes, t-shirts, business cards or logo designs, where licensed font is used in the design of the final product.
- This license is limited by the number of websites you may embed the font in.
- This license is perpetual (pay once and use it forever).

Kimberly Geswein Fonts Server End User License Agreement

Version 1.0 – October 13, 2022

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 Kimberly Geswein Fonts (“KG”) or its distributors, constitutes the entire agreement between KG 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 a website that allows the End-Users to create custom graphical designs with the Font. Licensee may use the Font to output, create, or generate graphical designs created by the website's End-Users.

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 websites indicated on the Invoice.
- b. Licensee may not distribute to its End-Users the Font file itself or allow the Font File to be downloaded from the server.
- c. Licensee may only embed the Font into websites that it owns or controls.

4. THIRD PARTIES

Licensee may temporarily provide the Font to a designer, developer, 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 file 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, Ebooks, computer applications and games, software, mobile applications and games, letterform products, and other uses not allowed by this EULA may be allowed under a different license. Visit <https://www.kimberlygeswein.com> for more information regarding the types of licenses KG offers and what they cover.

7. PRODUCT UPGRADES

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

8. COPYRIGHT

The Font is protected by copyright law. Kimberly Geswein 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 Kimberly Geswein or violates the terms of this EULA. Licensee will be held legally responsible for any infringements on Kimberly Geswein'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 KG 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." KG 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.

KG 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 KG 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 Indiana.

12. WAIVER

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