



Digital Ad/Email: for use in HTML5 ads

Storm Type Foundry

End User License Agreement

Font Software For Digital Marketing Communications End User License Agreement.

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7. Term and Termination. This Agreement shall remain in place for the length of the Term set forth in your Account or transaction document, such as an invoice or email. This Agreement shall automatically renew for additional terms of equal length to the initial Term, unless either party provides the other party with written notice of termination before the end date of the then-current term. Upon failure by you to comply with the terms of this Agreement, Storm Type Foundry shall be entitled to terminate this Agreement upon notice by regular mail, paid carrier or email. Upon termination of the Agreement, you must destroy the original and any and all copies of the Font Software. The termination of the Agreement shall not preclude Storm Type Foundry from suing you for damages of any breach of the Agreement. The Agreement may only be modified in writing signed by an authorized officer of Storm Type Foundry

8. Terms and Conditions. You have separately agreed to Storm Type Foundry's standard Terms and Conditions of Business.

9. Definitions:

Account means your account at the Storm Type Foundry affiliated website through which you purchased the Font Software license that is subject to the terms of this Agreement (www.stormtype.com).

Digital Marketing Communication means a piece of promotional or marketing content delivered via the internet. A Digital Marketing Communication includes, but is not limited to, email advertisements, banner ads and display advertisements shown on websites, advertisements in web applications and advertisements in mobile applications.

Font Software means software or instructions which, when used on an appropriate device or devices, generates typeface and typographic designs and ornaments. Font Software shall include all Subsets and bitmap representations of typeface and typographic designs and ornaments created by or derived from the Font Software. Font Software includes upgrades or updates (each of which may be provided to you by Storm Type Foundry in its sole discretion), related files, permitted modifications, permitted copies, and related documentation.

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Subset means a Derivative Work of the Font Software created by removing certain glyphs and/or characters therefrom.

Term means the length of time this license will remain in place as set forth in your Account or in your transaction documentation such as a quotation or an invoice.

Trademarks means the trademark as set forth at www.stormtype.com/legal/trademarks for each piece of Font Software licensed under this Agreement or under which Storm Type Foundry markets the Font Software.

Use of or Using the Font Software shall occur when an individual is able to give commands (whether by keyboard or otherwise) that are followed by the Font Software, regardless of the location in which the Font Software resides. Use of the Font Software shall also occur when the software or instructions are executed.

Warranty Period means the period of validity of the warranties given by Storm Type Foundry in this Agreement. Storm Type Foundry's standard Warranty Period is ninety (90) days from delivery.