

# & Logos, Logotypes, Wordmarks, and Taglines.

## Storm Type Foundry

### End User License Agreement

*Font Software for Logos, Logotypes, Wordmarks, and Taglines.*

WE RECOMMEND THAT YOU PRINT THIS FONT SOFTWARE END USER LICENSE AGREEMENT FOR DESKTOP FOR FURTHER REFERENCE.

This Font Software for Logos is a legal agreement between you or the logo owner company and Storm Type Foundry (STF) that governs the use of the Font Software licensed from a Stormtypes affiliated website, and which is accompanied by or refers to this Agreement. This Agreement becomes a binding contract between you or the logo owner company and Storm Type Foundry when you click on the area marked ACCEPT LICENSE AGREEMENT, or similar language, or when you accept the Agreement by other means (for instance, referring to the Agreement in a purchase order, a confirmation email, etc.). If you or the logo owner company do not wish to be bound by the Agreement, you or the logo owner company cannot access, use, or download the Font Software. Please read this entire Agreement before agreeing to be bound. The Agreement contains capitalized terms that are defined in Section 9 of the Agreement.

You or the logo owner company hereby agree to the following:

**1. Binding Agreement.** You or the logo owner company are bound by the Agreement and acknowledge that all use of the Font Software supplied by Storm Type Foundry for the purposes set forth under this Agreement is governed by this Agreement.

**2. License Grant:** This agreement establishes the legal understanding between you or the logo owner company and STF, pertaining to the use of fonts as intellectual property owned by STF. Acceptance of these terms is an acknowledgment and commitment to abide by them. Refusal to accept these terms precludes you from the download or use of the fonts.

**3. Usage Rights:** This license extends to the utilization of fonts in crafting logos, logotypes, wordmarks, and taglines within the logo owner company. The permissible number of employees for this usage is clearly outlined in the accompanying invoice. If this specified limit is exceeded, an additional license must be obtained. You can modify the font for logo design or corporate identity purposes without prior written consent from Licensor. However, the Licensee may request such modifications from the Licensor, and Stormtype reserves the right to provide professional custom font services for the Licensee's logo design and corporate identity needs. The license is characterized as non-exclusive, non-transferable, and has an indefinite duration.

**4. Usage Formats:** The fonts are versatile and can be employed in any format, whether raster-based images, outlined fonts, or vector files. Additionally, they can be utilized across various media types, encompassing both static and animated, as well as physical and digital platforms.

**5. Ownership and Restrictions:** While this agreement grants usage rights, it does not confer copyright or ownership of the fonts. Any alteration, modification, renaming, conversion, or creation of derivative works is expressly prohibited. However, the agreement does permit modification of variable fonts within the bounds defined for such alterations.

**6. Limited Warranty; Limitation of Liability.** Storm Type Foundry warrants that the Font Software will effect a faithful reproduction of the underlying typeface design, consistent with industry standards. To make a warranty claim, you must notify Storm Type Foundry within the Warranty Period. The entire, exclusive, and cumulative liability and remedy shall be that Storm Type Foundry will use reasonable efforts to cause the Font Software to effect a faithful reproduction of the underlying typeface design, consistent with industry standards, as soon as commercially practicable. STORM TYPE FOUNDRY DOES NOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING THE FONT SOFTWARE. THE FOREGOING STATES THE SOLE AND EXCLUSIVE REMEDIES FOR STORM TYPE FOUNDRY'S

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**7. Termination.** Upon failure by you or the logo owner company 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, the logo owner company 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 for 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.** The logo owner company has separately agreed to Storm Type Foundry's standard Terms and Conditions of Business. In the case of a conflict between Storm Type's standard Terms and Conditions of Business and this Agreement, this Agreement shall control.

### 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](http://www.stormtype.com)).
- *Font Software* means software or instructions that, 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.
- *Publicly Available Software* means (a) any software that contains, or is derived in any manner (in whole or in part) from, any software that is distributed as free software, open-source software (e.g., Linux), or similar licensing or distribution models; and (b) any software that requires as a condition of use, modification, and/or distribution of such software that such software or other software incorporated into, derived from, or distributed with such software (i) be disclosed or distributed in source code form, (ii) be licensed for the purpose of making Derivative Works, or (iii) be redistributable at no charge.
- *Logo* is a graphic symbol or emblem that represents a brand, company, organization, or individual. It is a distinctive and easily recognizable image designed to convey the identity and values of the entity it represents. Logos combine visual elements, typography, and color schemes to create a unique symbol that fosters brand recognition.
- *Logotypes*, commonly known as wordmarks, are distinct textual representations of a brand's name or initials. Unlike logos, which may include graphic symbols or icons, logotypes rely solely on typography to convey the brand identity.
- *Wordmarks* are a type of logotype that emphasizes the textual aspect of a brand name. These designs use custom or stylized typography to create a visually appealing and

unique representation of the brand. Wordmarks are effective for building brand recognition through the distinctive presentation of letters, often using specific fonts, spacing, and arrangement.

- *Tagline*, also known as a slogan, is a concise and memorable phrase that accompanies a brand's logo or logotype. Unlike logos and logotypes, taglines are more focused on verbal communication and are not typically standalone visual elements.
- **Subset** means a Derivative Work of the Font Software created by removing certain glyphs and/or characters therefrom.
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- **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.