

Hoodzpah, Inc. Font End User Broadcast License Agreement

Version 1.4 — January 30, 2025

By downloading and/or installing font software ("Font" or "Fonts") offered by Hoodzpah, Inc. or its distributors, you ("Licensee") agree to be bound by the following terms and conditions of this End User Licensing Agreement ("EULA"). If you do not want to enter into this Agreement, do not purchase, access, download, and/or install or otherwise use the Fonts. Outside of the legal usage outlined in this Agreement, do not distribute, sell, rend, lend, give away, or share privately or publicly any modified or unmodified version of the Fonts.

This is a binding Agreement. Licensee is bound by the Agreement and acknowledges that all Use of the Font supplied by Hoodzpah, Inc. is governed by the Agreement.

1. License Grant. Hoodzpah, Inc. grants Licensee perpetual, worldwide, non-exclusive, non-transferable (except as expressly permitted herein) license to:

a. Use the Font in 1 Title of video content that is broadcast or streamed where the production budget is more than \$14 Million dollars USD where the Font is used to create title cards (movie logos), credits, lower thirds, captions, interstitial graphics, or other graphics where the font is prominently used for text on the screen.

b. Licensee is not purchasing the copyright to the design or any other part of the Fonts. The copyright lies with its original designer, Hoodzpah, Inc.

2. Requirements and Restrictions:

a. Users and Deployment: The maximum number of titles the Font can be used in is selected at the time of purchase and displayed on your email confirmation receipt and/or invoice. A "title" is a single film or broadcast program or streaming program within a single organization. "Within a single organization" means all users of the Font must belong to the the same company or household, and shall not include usage by clients or third parties. Some exclusions apply as described in Section 3 "Provision to third Parties" of this EULA.

3. Provision to Third Parties: The Licensee may provide the Font to a graphic designer, printer, agent, or independent contractor for temporary use while they work on behalf of the Licensee. These third parties are temporarily treated as licensed users and count towards the number of users in the Invoice. A single user license may temporarily provide the Font to a third party without violating this EULA.

Third party agents working on behalf of the Licensee must only use the Font for Licensee's project, according to the terms of this EULA. Upon completion of the work, third parties shall remove copies of Font from their devices.

4. Term: This EULA grants a perpetual license for the rights set forth in Section 1, "License Grant", unless and until the EULA terminates under Section 8, "Termination".

5. Other Uses: This License does not include the following usages: @font-face embedding, computer applications and games, installable interactive books, software, mobile applications or games, ebooks, product creation websites, website template distribution, and website templates. An additional license can be purchased for these uses. Contact Hoodzpah, Inc. at info@hoodzpahdesign.com.

6 Modifications: Licensee must not modify the Fonts (digital typeface software) under any circumstance. Licensee may convert text into vector paths and edit those vector paths in applications that support the Font files. For example, you cannot edit the .otf or .woff files, but you can outline the font and edit the vector shapes in a program like adobe Illustrator. Licensee may not create derivative fonts based on the Font without prior written consent from Hoodzpah, Inc.

7. Copyright and Intellectual Property: Licensee agrees not to use the Font in any manner that infringes the intellectual property rights of Hoodzpah, Inc. or violates the terms of this EULA. Licensee agrees that the Font is protected by the copyright law and other intellectual and industrial property rights of the United States and its various States, by the copyright law and other intellectual and industrial property rights of other nations, and by international treaties. Licensee agrees not to reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code or instructions of the Font. You agree that Hoodzpah, Inc. owns all right, title and industrial property rights therein such as copyright, design and trademarks rights. You agree that the Font, its structure, organization, code, and related files are valuable property of Hoodzpah, Inc. and that any intentional or negligent Use of the Font not expressly permitted by the Agreement constitutes an infringement of intellectual and industrial property rights.

8. Termination: This EULA is effective until terminated. If Licensee fails to comply with any term of this EULA, Hoodzpah, Inc. may terminate the EULA with 30 days notice. This EULA will terminate automatically 30 days after the issuance of such notice.

9. Marketing: From the moment the use of a license is made in any way public by Licensee, Hoodzpah Inc. is entitled to use your company's name, as well as other trademarks, and images and videos of the use, for marketing reasons only. If you do not wish to grant Hoodzpah, Inc. this right, you can indicate so by sending an email to info@hoodzpahdesign.com up to 7 calendar days before or after your purchase date.

The Product is provided "as is." Hoodzpah, Inc. 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.

Hoodzpah, Inc. 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.

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.

10. Governing Law

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

11. Definitions:

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

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