



Hoodzpah, Inc. Web Font End User 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, rent, 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. link the Web Font to Websites using the @font-face selector in CSS files.
- 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. Licensee must use the Web Font provided by Hoodzpah, Inc. under this EULA. Licensee may not link to the full, CFF OpenType or TrueType font intended for desktop installation.
- b. The total traffic of the Website(s), measured in pageviews per month, may not exceed the number of pageviews selected at the time of purchase and displayed on your email confirmation receipt and/or invoice.
- c. Web Font may only be installed on Websites that the Licensee owns or controls.
- d. Web Fonts may be embedded by Licensee in reports generated by the Website(s), provided that the reports are not sold by Licensee for profit.
- e. Web Fonts may not be used to create or save raster or vector images. To create raster or vector images purchase a Desktop license.

3. Provision to Third Parties: The Licensee may provide the Font to a graphic designer, developer, 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 7, "Termination".

5. 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. Licensee may not create derivative fonts based on the Font without prior written consent from Hoodzpah, Inc.

6. 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 interest in and to the Font, its structure, organization, code, and related files, including all intellectual 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.

7. 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.

8. 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 Web Font 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.

9. Governing Law

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

10. 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.

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