Print Designs by Kris Font Application License

Application EULA 1.2020 - By Monthly Active User

Summary

An application license allows you to embed the font files in your application code. This minimizes the need for images and allows your app to have more versatility and speed. Application licenses are limited by "Monthly Active Users".

The License

The Print Designs by Kris (PDBK) Application Font End User License Agreement
Version 1.2020

By downloading, installing and/or embedding font software ("Font") offered by PDBK or its distributors, you ("Licensee") agree to be bound by the following terms and conditions of this End User Licensing Agreement ("EULA"):

1. Rights Granted
PDBK grants Licensee a perpetual, worldwide, non-exclusive and non-transferable license to:
- Embed the licensed Font into an unlimited number of copies and subsequent versions of the Application(s) ("App" or "Apps").
- Port the app to any other platform or console (iOS, Windows, Android, Linux, Playstation, Xbox, etc.).
- Subset or convert the Font format to improve the Font's performance in the App.

2. Requirements and Restrictions
Licensee agrees to abide by the following requirements and restrictions:
- The number of Monthly Active Users ("MAU") of the App cannot exceed the number specified in the Invoice. MAU is the number of unique users that have logged in or otherwise used the app in the last 30 days. If the App has no way of monitoring use, Licensee may use "total downloads" as a metric instead.
- Licensee may not redistribute the Font with the App's source code.
- Licensee may not install the Font in the operating system the App runs on.
- Licensee may not embed the Font in an App that enables an end user to create custom typesetting with the Font (e.g. Photoshop Express for iOS, etc.).
- Licensee may embed the Font in reports that the App saves or exports, provided that the reports are not sold for profit.
- Licensee may only embed the Font into Apps that it owns or controls.

3. Term
This EULA grants an annual license for the rights set forth in Paragraph 1 unless and until the EULA terminates under Paragraph 8.

4. Other Usage

Licenses for desktop use, @font-face embedding, Ebooks and Epubs, product creation websites, website template distribution, website templates, and other uses not allowed by this Agreement may be available for an additional fee. Contact PDBK for more information.

5. Modifications

Licensee may not modify the Font or create derivative works based upon the Font without prior written consent from PDBK EXCEPT THAT Licensee may generate files necessary for embedding or linking in accordance with this EULA.

6. Copyright

The Font is protected by copyright law. PDBK 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 or violates the terms of this EULA. Licensee will be held legally responsible, and indemnifies Fontspring, for any infringements on PDBK rights caused by failure to abide by the terms of this EULA.

7. Termination

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

The Product is provided "as is." PDBK 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.

PDBK 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 PDBK 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.

8. Governing Law

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

9. Entire Agreement

This EULA, in conjunction with the invoice ("Invoice") that accompanies each Font licensed from PDBK or its distributors, constitutes the entire agreement between PDBK and Licensee.

10. Modification

The Parties may modify or amend this EULA in writing.