

Up Up Creative offers separate licenses for desktop use as well as for use in apps, websites, e-publications, commercial templates, commercial servers, broadcasting, and more. The following EULA pertains to only one of those uses. Contact [support@upupcreative.com](mailto:support@upupcreative.com) with any questions you may have about licensing.

## **Up Up Creative Standard Desktop License**

*Last updated December 12, 2023*

PLEASE PRINT AND/OR SAVE THIS FONT SOFTWARE END USER LICENSE AGREEMENT (“EULA”) FOR FURTHER REFERENCE.

The following license terms constitute an Agreement between you (“Licensee”, “Licensed User”) and Up Up Creative LLC (“Up Up Creative”, “Licensor”, “Foundry”) setting forth the rights and obligations with respect to the digital content (“Font,” “Fonts,” “Font Software”) licensed by you. Up Up Creative retains ownership of the Font Software but grants to you certain rights to use the Font Software according to the following terms. All other rights are expressly reserved by Up Up Creative.

Upon receipt by Up Up Creative of all applicable fees, Up Up Creative grants you a non-exclusive, non-transferable right to use the Font worldwide, in perpetuity, as expressly permitted by the license herein and subject to the terms set forth herein:

### **1. BINDING AGREEMENT**

You are bound by the Agreement and you acknowledge that all Use of the Font Software supplied to you by Up Up Creative for the purposes set forth under this Agreement is governed by this Agreement.

### **2. RIGHTS GRANTED**

Up Up Creative grants to Licensee a perpetual, worldwide, non-exclusive and non-transferable license to install the Fonts, and create, reproduce, modify, display, and distribute artwork created with the Fonts for both personal and commercial projects in accordance with the terms and conditions of this EULA.

#### **2.1 Installation, Storage, & Backup**

##### **Licensed Users**

Use of the Font Software is limited to the number of Licensed Users (“End Users”) identified when this License was purchased. The Standard Desktop License includes one (1) Licensed User. If you would like to inquire about scaled pricing for multiple Licensed Users, contact [support@upupcreative.com](mailto:support@upupcreative.com).

##### **Computer Installation**

Each Licensed User is permitted to install the Fonts on desktop, laptop, and handheld computers directly operated by such Licensed User.

##### **Cloud Design Apps**

Each Licensed User is permitted to upload the Fonts to cloud-based design application accounts controlled by the Licensed User, and used only by the Licensed User[s] for the purpose of creating artwork with the Fonts.

## Server Storage

Licensee is permitted to upload the Fonts to a server or a cloud-based storage service that is owned, leased, or otherwise controlled by Licensee, for the purpose of storage, asset management, and retrieval by Licensed Users only. Serving of the Font Software to Unlicensed End Users over a network, LAN, WAN or the Internet is strictly prohibited.

You may install the Font Software on a networked server in an office provided that each End User accessing the Font Software has purchased a license (or had a license purchased on his/her behalf). For the purpose of determining the proper number of Licensed Users for which a license is needed, the following example is supplied for illustration purposes only: if there are 100 Workstations connected to the server, with no more than 15 Workstations ever using the Font Software concurrently, but the Font Software will be used on 25 different Workstations at various points in time, a license must be obtained for 25 Licensed Users.

You may not install the Font Software on a customer-facing commercial server for the purposes of allowing third-party customers to create customized end products. If you require this capability, you will need a Commercial Server/Print-on-Demand license.

## Backup

Licensee is permitted to make a reasonable number of backup copies of the Font for disaster recovery purposes only.

## 2.2 Rights

Licensed Users are permitted to use the Fonts in static, digital files, documents, and artwork (“Documents”) including Portable Document Format (“PDF”), subject to embedding restrictions in Section 1.3. Use of the Font Software in the creation of design works, rasterized images for websites, and for your personal and/or professional use are each permitted provided that no unauthorized uses or copies of the Font Software are transferred to any unlicensed party.

You may use Font Software to print or otherwise manufacture end products up to 100,000 impressions or reproductions (at which point a Large Volume Commercial License is required; see below), with no limits on print size, with the exception of Personalized Products for Resale, as defined below. You may use Font Software to create artwork for clothes, packaging, posters, and similar commercial products and promotional products for use by you, your company, or your clients, up to 100,000 impressions or reproductions (at which point a Large Volume License is required; see below).

Licensed Users are permitted to use the Fonts to create logos and logotypes. However, to register a trademark on the logo design, you must alter the Font in some way, as the Font is already protected in its original, unaltered form. The alterations can be minor or major; contact your own lawyer or [support@upupcreative.com](mailto:support@upupcreative.com) if you have questions or need guidance.

### 2.3 Limits

Use of the Font Software is limited to the number of Licensed Users (“End Users”) identified when this License was purchased. The Standard Desktop License includes one (1) Licensed User. If you would like to inquire about scaled pricing for multiple Licensed Users, contact [support@upupcreative.com](mailto:support@upupcreative.com).

Use of the Font Software is limited to the printing/manufacturing of up to 100,000 reproductions or impressions at which point a Large Volume License is required. A Large Volume License is required for any usage that results in the creation of more than 100,000 impressions, including print, physical objects, digital apps downloads, retail packaging, and streaming audience size. Contact [support@upupcreative.com](mailto:support@upupcreative.com) to purchase a Large Volume License.

### 2.4 Restrictions

Licensee may not distribute, sell, modify, include, adapt, translate, reverse engineer, decompile, disassemble or otherwise copy and/or include the Font Software or the design of the Font embodied therein without the express written consent of Up Up Creative. All rights not expressly granted are reserved by Up Up Creative.

You may not sublicense, resell, share, transfer, or otherwise redistribute the Font under any circumstance, not even for free. If you are unsure whether your use of Font Software is specifically permitted under this Agreement, contact [support@upupcreative.com](mailto:support@upupcreative.com).

You may not take any action which will have the direct or indirect effect of causing the Font Software to become Publicly Available Software or otherwise be subject to a Publicly Available Software or Open Source agreement.

You may not alter Font Software in any manner whatsoever. Reformatting the Font Software into other formats, or for use in other operating systems, is prohibited. Altering or amending the characteristics of the Font Software is expressly prohibited.

The Font Software may not be used to create or distribute any electronic document in which the Font Software, or any part thereof, is embedded in a format that permits editing, alterations, enhancements, or modifications by the recipient of such document.

Derivative works based upon the Font Software may not be sub-licensed, sold, leased, rented, lent, or given away. Up Up Creative shall not be responsible for unauthorized, modified and/or improperly regenerated, adapted or translated software or derivative works.

**You may not create Personalized Products for Resale**, which include, but are not limited to, physical goods for retail sale such as individually customized T-shirts, greeting cards, mugs, postage stamps, stickers, post cards, business cards, invitations on a customized, per order basis for retail sale. If you wish to use the Font Software for such purposes, the number of desired individual customized uses must be

reported and licensed. Failure to purchase the proper license for such uses is a breach of this license, causing significant monetary harm to the Designer of the Font Software.

Further, **YOU MAY NOT ALLOW THIRD PARTIES TO PERSONALIZE CONTENT THEMSELVES WITH THE FONT**. This use requires a separate Commercial Server License or Commercial Template License. If you are unsure which license you require for your project, contact [support@upupcreative.com](mailto:support@upupcreative.com).

The following uses are OUTSIDE the scope of this license and require an alternate license:

- Webfont Use, i.e. using CSS (@font-face, or any other means that exist now or in the future, to display the font on a website owned by you. Requires a Webfont License.
- Commercial Template Use, i.e. use in a template that you sell and that allows one or more third-party end users to customize that template using the font. Requires a Commercial Template License.
- Use in the creation of Personalized Products for Resale. Requires an additional license. Contact [support@upupcreative.com](mailto:support@upupcreative.com) to discuss your specific project needs.
- App Use, i.e. use in a mobile application. Requires an App License.
- Digital Ads Use, i.e. using HTML5 or any other means that exist now or in the future to serve digital ads. Requires a Digital Ads License.
- Commercial Server Use, i.e. use on a website or in a cloud-based app which allows third-party end user font usage for the generation of personalized content or products. Requires a Commercial Server License.
- eBook use, i.e. use in electronic publications. A separate ePub License is required for this use.
- Broadcast Use, i.e. broadcast or streaming on TV subscription services, via any terrestrial, satellite or internet service that exists now or in the future, or in commercial video content including movie titles and digital billboards/ads. This use requires a broadcast license extension. If you require this type of use, please contact [support@upupcreative.com](mailto:support@upupcreative.com).

## 2.5 Third Parties

The Licensee is permitted to temporarily provide the Fonts to a third-party designer or agent (“Agent”) who is working on behalf of the Licensee either as an employee, intern, or contractor. Any Agent using the Fonts is treated as a Licensed User and counts toward the total number of Licensed Users. All Agents of the Licensee must: (a) agree in writing to Licensee that the Fonts will be used exclusively for Licensee’s work, in accordance with the terms of this EULA; and (b) destroy all copies of the Fonts upon completion and delivery of the work to Licensee.

The Licensee is not permitted to allow Licensee’s own customers to access or use the Fonts in any way, including but not limited to in template products or customizable products.

### 3. RIGHTS RESERVED

This Software is licensed, not sold, to you by Up Up Creative, and is licensed for use in accordance with the terms of this Agreement. As a licensee, your ownership of the media and/or device on which the Software is recorded, if any, is distinct from and does not grant any right, title or interest in and to the design of the Font or the Font Software itself. All copies of the Font Software downloaded or installed, including the copies of any Font Software that accompanies this document either as part of a downloaded file or on recorded media remain the exclusive property of Up Up Creative.

The Font Software and the design of the Font embodied therein are the exclusive property of Up Up Creative and are protected under both domestic and international copyright, trademark, and unfair competition laws.

The various names of the Fonts are the trademarks of Up Up Creative. This Agreement does not grant you any rights to trademark or any other intellectual property rights in the Font Software or in any typeface design.

### 4. FONT MODIFICATIONS

Licensed Users are prohibited from modifying the Font Software, or creating derivative Fonts without prior written consent from Up Up Creative except where derivative Fonts are necessary for embedding or linking in accordance with this EULA.

### 5. COPYRIGHT

The Fonts are protected by United States and international copyright and other laws and treaties. Up Up Creative is the sole, exclusive owner of all intellectual property rights, including rights under copyright and trademark law. Licensee agrees not to use the Fonts in any manner that infringes the intellectual property rights of the copyright holder or violates the terms of this EULA. Licensee will be held legally responsible, and indemnifies Up Up Creative, for any infringements on the copyright holder's rights caused by failure to abide by the terms of this EULA.

### 6. TERMINATION

This EULA is effective until terminated. If Licensee fails to comply with any term of this EULA, Up Up Creative may terminate the EULA with 30 days' notice. Any breach of the terms of this Agreement shall be cause for termination of this License. In the event of termination, and without limitation of any remedies under law and equity, you agree to immediately return the Font Software to Up Up Creative and certify that no copy remains in your possession or control.

### 7. REFUNDS

Due to the digital nature of the Font Software, no refunds will be made. All license sales are final.

### 8. REVOCATION OF WARRANTIES, INDEMNIFICATION

The Fonts are provided "as is." Up Up Creative 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. Up Up Creative hereby expressly disclaims all warranties, express and implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

Up Up Creative does not warrant that the operation of the font software will be uninterrupted or error-free, or that the Font Software is without defects. The Font Software is not intended and was not designed or manufactured for use in any circumstances where the failure of the font software could lead to death, personal injury, or severe physical or environmental damage. The Font Software is not fault tolerant and is not intended for use in the control or operation of devices or equipment for manufacturing, or for use in navigational devices.

Under no circumstances shall Up Up Creative be liable to you, or any third party, whether in contract or tort (including negligence) or otherwise, for any special, consequential, or incidental damages, including lost profits, savings, or business interruption as a result of the use of the Font Software even if notified in advance of such possibility.

Up Up Creative 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 Up Up Creative has been advised of the possibility of such damages.

Because some U.S. states do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to Licensee.

#### 9. LIMIT OF LIABILITY

In no event will Up Up Creative be liable to you for consequential or incidental damage (including damage from loss of business profits or savings, business interruption, loss of business information, and the like), or for claim by any party arising out of the use of or inability to use the Font Software, even if Up Up Creative has been advised of the possibility of such damage. Under no circumstances, subject to the conditions noted herein, shall Up Up Creative's maximum liability to you or any third party exceed the replacement cost of Font Software or the provision of substitute software, at the sole discretion of Up Up Creative.

You agree to indemnify and hold Up Up Creative harmless from and against any claims or damage which may result from your breach of this License Agreement.

Up Up Creative confirms that the typeface is an original design, created in good faith.

#### 10. GOVERNING LAW

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

#### 11. COMPLETE AGREEMENT

You acknowledge that you have read this Agreement and understand it and that by using the software you will be bound by its terms and conditions. You further agree that it is the complete and exclusive

statement of the Agreement between Up Up Creative and you which supersedes any proposal or prior Agreement, oral or written, and any other communications between Up Up Creative and you relating to the subject matter of this Agreement.

If any provision of this Agreement is held void or unenforceable, that provision will be enforced to the maximum extent possible and the remaining provisions of this Agreement will remain in full force.

## 12. AGREEMENT MODIFICATION

The Up Up Creative and Licensee may modify or amend this EULA when agreed to in writing.

## 13. WAIVER

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

## 14. AMENDMENTS

Up Up Creative expressly reserves the right to amend or modify this License Agreement at any time and without prior notification.

## 15. DEFINITIONS

“Derivative Work” means a work, including but not limited to software or data based upon or derived from the Font Software (or any portion of Font Software) in any form in which such software or data may be recast, transformed, or adapted including, but not limited to, binary data in any format into which Font Software may be converted.

“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 Up Up Creative in its sole discretion), related files, permitted modifications, permitted copies, and related documentation.

“Licensed User” means any user up to the number of individuals who may exercise the license grants to the Font Software under this Agreement, as indicated in your transaction documentation such as a quotation or an invoice, whether or not such user does actually exercise such rights. The number of Licensed Desktop Users shall be counted regardless of whether and when actual Use occurs and thus equal the total of all individuals who are authorized and can potentially Use the Font Software during the Term (non-concurrent use).

“Personalized Product for Resale” means physical goods for retail sold on a customized, per-order basis for retail sale. These personalized products include but are not limited to custom invitations, T-shirts, greeting cards, mugs, postage stamps, stickers, business cards, signage, and other customized products.

“Server” means any server that is either (a) maintained on your premises; (b) under your exclusive control; or (c) owned and controlled by a third party hosting service for your benefit, provided that you (i) have a written Agreement regarding the Use and protection of the Font Software installed on such server, and (ii) shall remain responsible for any unauthorized access to and security of the Font Software on such Server.

“Up Up Creative” means collectively Up Up Creative, LLC, its successors and assigns, its parent and affiliated corporations, its authorized distributors, and any third party that has licensed to Up Up Creative any or all of the components of the Font Software supplied to you pursuant to the Agreement.

“Use” of 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.

“Workstation” means a hardware component in which an individual is able to give commands (whether by keyboard or otherwise) that are followed by the Font Software or implement the Font Software, regardless of the location in which the Font Software resides.

©2023 Up Up Creative LLC