

# END USER LICENSE AGREEMENT SUPERCONTINENTE (FABIOLA MEJÍA)

THIS AGREEMENT COVERS ALL USE OF FONTS FROM FABIOLA MEJÍA (“SUPERCONTINENTE”). BY USING, ACCESSING, INSTALLING, OR PURCHASING A LICENSE FOR THE FONTS, YOU AGREED TO ALL OF THE TERMS OF THIS AGREEMENT.

## WHO CAN USE THE FONTS?

THE PRICE OF THE FONT LICENSE IS BASED ON THE NUMBER OF EMPLOYEES AT THE COMPANY FOR WHOM THE FONTS ARE BEING USED. THAT COMPANY IS CALLED THE LICENSEE. THE LICENSEE CAN ALLOW ONE THIRD PARTY LIKE A GRAPHIC DESIGNER TO USE THE FONTS ON THEIR BEHALF. THE PEOPLE WHO ARE ALLOWED TO USE THE FONTS (MEANING THE LICENSEE’S EMPLOYEES PLUS THE ONE THIRD PARTY USING THE FONTS ON THE LICENSEE’S BEHALF) ARE CALLED “LICENSED USERS”. FOR EXAMPLE, IF YOU ARE A DESIGN STUDIO, THEN YOUR CLIENT IS THE LICENSEE. THE PRICE OF THE LICENSE IS BASED ON THE NUMBER OF EMPLOYEES YOUR CLIENT HAS. YOUR CLIENT CAN ALLOW ONE THIRD PARTY (YOU) TO USE THE FONTS ON THEIR BEHALF, SO YOU AND YOUR CLIENT’S EMPLOYEES ARE ALL LICENSED USERS. IF YOU HAVE MULTIPLE CLIENTS WHO USE THE SAME FONTS, THEN THEY EACH NEED THEIR OWN LICENSE.

## UPGRADING YOUR LICENSE

IF THE NUMBER OF EMPLOYEES THE LICENSEE HAS INCREASES, THE LICENSE NEEDS TO BE UPGRADED. PLEASE GET IN TOUCH WITH SUPERCONTINENTE.

## LICENSED RIGHTS

AS LONG AS SUPERCONTINENTE HAS RECEIVED ALL LICENSE FEES AND ALL LICENSED USERS HAVE AGREED TO THE TERMS OF THIS AGREEMENT, SUPERCONTINENTE GRANTS THE LICENSED USERS THE LIMITED, NON-EXCLUSIVE, NON-TRANSFERRABLE, NON-ASSIGNABLE RIGHT TO USE THE FONTS ACCORDING TO THE TERMS OF THIS AGREEMENT.

## DESKTOP & PRINT

IF YOU PURCHASE A DESKTOP/PRINT LICENSE, THE LICENSED USERS CAN INSTALL THE FONTS ON ANY NUMBER OF DEVICES. THEY CAN USE THE FONTS TO CREATE STATIC DOCUMENTS AND IMAGES AND CAN SHARE THE FONTS WITH PRINTERS ALONG WITH PRODUCTION FILES (LIKE PACKAGED INDESIGN FILES) AS LONG AS THEY INCLUDE A COPY OF THIS AGREEMENT.

## WEB

IF YOU PURCHASE A WEB LICENSE, THE LICENSED USERS CAN USE THE FONTS WITH CSS @FONT-FACE ON THE LICENSEE’S WEBSITE (1 DOMAIN), BUT ONLY WITH THE WOFF AND WOFF2 FILES PROVIDED BY SUPERCONTINENTE. USING OTHER FORMATS LIKE OTF IS NOT ALLOWED.

## SOCIAL MEDIA

IF YOU PURCHASE A SOCIAL MEDIA LICENSE, THE LICENSED USERS CAN USE THE FONTS FOR DESIGN ASSETS CREATED FOR THE LICENSEE’S SOCIAL MEDIA CHANNELS LIKE INSTAGRAM, SNAPCHAT, AND FACEBOOK.

## VIDEO CONTENT

IF YOU PURCHASE A VIDEO CONTENT LICENSE, THE LICENSED USERS CAN USE THE FONTS FOR THE LICENSEE’S VIDEO CONTENT, LIKE FOR YOUTUBE, NETFLIX, TELEVISION, MOVIES, COMMERCIALS, AND VIDEO BILLBOARDS.

## APP/GAME

IF YOU PURCHASE AN APP/GAME LICENSE, THE LICENSED USERS CAN EMBED THE FONTS INTO THE LICENSEE’S APP OR GAME. IF THERE ARE MULTIPLE APPS OR GAMES, YOU’LL NEED TO BUY ANOTHER LICENSE.

## LOGO/WORDMARK

IF YOU PURCHASE A LOGO/WORDMARK LICENSE, THE LICENSED USERS CAN USE THE FONTS TO CREATE A LOGO OR WORDMARK FOR THE BRAND SPECIFIED ON YOUR INVOICE. IF THERE ARE MULTIPLE LOGOS/WORDMARKS OR MULTIPLE BRANDS, YOU’LL NEED TO BUY ANOTHER LICENSE. YOU ARE ALLOWED TO CONVERT THE FONT TO OUTLINES IN DESIGN SOFTWARE AND EDIT THOSE OUTLINES TO DESIGN THE LOGO.

## TRIAL FONTS

WITH A TRIAL FONTS LICENSE, YOU CAN USE THE FONTS FOR THE PURPOSE OF DECIDING WHETHER YOU WANT TO PURCHASE A LICENSE FOR THEM. IF YOU’RE A DESIGNER, YOU CAN USE THE TRIAL FONTS TO PITCH DESIGN DIRECTIONS TO YOUR CLIENTS. OTHER THAN THAT, YOU CAN’T PUBLISH ANY WORK THAT USES THE FONTS UNTIL YOU PURCHASE A LICENSE. YOU ARE THE LICENSEE AND YOU ARE A LICENSED USER.

## MODIFICATION AND CONVERSION OF FONTS

THE FONTS CANNOT BE DECOMPILED, MODIFIED, REVERSE-ENGINEERED, REFORMATTED, ALTERED, EDITED, OR CONVERTED INTO DIFFERENT FORMATS.

## RESTRICTIONS

ANY USE OF THE FONTS IN A POLITICAL OR RELIGIOUS CONTEXT REQUIRES SUPERCONTINENTE’S PRIOR WRITTEN CONSENT. USE OF THE FONTS FOR ANY RACIST, SEXIST, HOMOPHOBIC, TRANSPHOBIC, OR OTHER BIGOTED MATERIALS OR PURPOSES IS NOT ALLOWED.

## WARRANTIES, LIABILITY & INDEMNIFICATION

PLEASE CONTACT SUPERCONTINENTE IF THE FONTS ARE NOT WORKING LIKE YOU EXPECT THEM TO. THE FONTS ARE PROVIDED AS IS AND MIGHT BE A WORK IN PROGRESS, BUT SUPERCONTINENTE WILL DO THEIR BEST TO FIX ANY BUGS. SUPERCONTINENTE DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES AND DOES NOT GUARANTEE ANY RESULTS. IF THE LICENSEE OR ANY LICENSED USER BREACHES THIS AGREEMENT, THEN ALL RIGHTS GRANTED BY SUPERCONTINENTE AUTOMATICALLY TERMINATE, YOU ALL HAVE TO STOP USING THE FONTS RIGHT AWAY, AND IN ADDITION TO ANY LEGAL RIGHTS SUPERCONTINENTE HAS, AND YOU WILL ALL BE RESPONSIBLE FOR ALL COSTS SUPERCONTINENTE INCURS ENFORCING THIS AGREEMENT. SUPERCONTINENTE IS NOT LIABLE FOR ANYTHING BAD THAT HAPPENS INVOLVING THE FONTS OR THE USE OF THE FONTS AND WILL NEVER HAVE TO PAY FOR CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES, INCLUDING ANY LOST PROFITS OR LOST SAVINGS. IF FOR SOME REASON AN AUTHORITY LIKE A COURT OR GOVERNING BODY WITH JURISDICTION DECIDES SUPERCONTINENTE IS LIABLE, THEN THEIR LIABILITY WILL NEVER BE MORE THAN THE LICENSE FEE RECEIVED.

## MISCELLANEOUS

THIS DOCUMENT CONTAINS THE ENTIRE AGREEMENT RELATING TO ITS SUBJECT MATTER AND REPLACES ANY PRIOR AGREEMENTS OR UNDERSTANDINGS WE HAD. NO MODIFICATION OF THIS AGREEMENT WILL BE VALID OR ENFORCEABLE WITHOUT A WRITTEN CONTRACT SIGNED BY SUPERCONTINENTE. IF SUPERCONTINENTE WAIVES A RIGHT ONCE, THAT DOES NOT MEAN IT WILL BE WAIVED AGAIN IN THE FUTURE. IF ANY PART OF THIS AGREEMENT IS FOUND VOID OR UNENFORCEABLE, IT WILL NOT AFFECT THE REST OF THE AGREEMENT. THIS AGREEMENT IS GOVERNED BY THE LAWS OF COSTA RICA AND ANY DISPUTES OR LEGAL PROCEEDINGS WILL BE HANDLED EXCLUSIVELY IN SAN JOSÉ, WITHOUT REGARD TO ANY CONFLICT OF LAW PRINCIPLES. YOU AGREE TO TAKE ALL REASONABLE MEASURES TO ENSURE NO THIRD PARTY IS ABLE TO ACCESS THE FONTS.

PLEASE REACH OUT TO [FABI@SUPERCONTINENTE.COM](mailto:FABI@SUPERCONTINENTE.COM) IF YOU HAVE ANY QUESTIONS.