

## End User License Agreement for Web Use

This End User License Agreement for Web Use (“Web EULA”) covers any Webfonts created by Blambot Comic Fonts & Lettering/Nate Piekos (“Foundry”) and purchased and/or downloaded through the Blambot.com website, (individually and collectively, the “Licensed Webfont(s)”). By using the Licensed Webfont(s) on any HTML website or web page (“Website”), the purchaser (the “Licensee”) agrees to the terms and conditions of this Web EULA.

The Licensee may use the Licensed Webfont(s) only on the web, for styling Websites, using the @font-face selector in CSS files, subject to the following restrictions:

1. The Licensee may not link to, nor put online, any version of the font downloadable and installable by any third party.
2. The comments, showing copyright and other legal information provided in the sample HTML/CSS/Javascript files, for each Licensed Webfont used, must be retained in Licensee’s working website code.
3. The Licensed Webfont(s) may be used on any Website owned or controlled by the Licensee (subject to paragraph 4 below).
4. Agencies responsible for multiple clients’ Websites, for example web design agencies or hosting providers, may not share a single Webfont license across multiple clients’ Websites.
5. The Licensed Webfont(s) may be used in a Website, where visitors produce “Styled Content” by directly or indirectly selecting a Licensed Webfont and entering or editing text using that Licensed Webfont, subject to the following conditions:
  - 5.1 The Website may not enable or facilitate the Styled Content being used outside said Website, including but not limited to producing merchandise, PDF documents, image files, or personalized physical objects.
  - 5.2 The Website’s font selection user interface must display the fonts’ original name(s) and cite Blambot as the source of the Licensed Webfont(s).
6. The Licensee may not use conversion or editing tools on the Licensed Webfont(s).
7. Use of the Licensed Webfont(s) with webfont technologies other than @font-face, such as sIFR, Cufón or Typeface.js, is not allowed.
8. The Licensed Webfonts are the property of Blambot/Nate Piekos. Unauthorized copying or use of the Licensed Webfonts is expressly forbidden. You may be held legally responsible for any infringement of intellectual property rights that is caused or encouraged by your failure to abide by the terms of this Agreement.

## 9. Termination

This Agreement is effective until terminated. This Agreement will terminate automatically without notice if you fail to comply with any provision contained herein.

## 10. Disclaimer and Limited Warranty

Blambot warrants the Product to be free from defects in materials and workmanship under normal use for a period of twenty-one (21) days from the date of delivery as shown on your receipt. Blambot's entire liability and your exclusive remedy as to a defective product shall be no greater than the purchase price of the Webfont. Blambot shall have no responsibility to replace the product or refund the purchase price if failure results from accident, abuse or misapplication, or if any product is lost or damaged due to theft, fire, or negligence. Any replacement product will be warranted for twenty-one (21) days. This warranty gives you specific legal rights. You may have other rights, which vary from state to state.

EXCEPT AS EXPRESSLY PROVIDED ABOVE, THE PRODUCT, IS PROVIDED "AS IS".

BLAMBOT MAKES NO OTHER WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

The entire risk as to the quality and performance of the Product rests upon you.

Blambot does not warrant that the functions contained in the Product will meet your requirements or that the operation of the software will be uninterrupted or error free.

BLAMBOT 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 BLAMBOT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## 11. Governing Law

This Agreement is governed by the laws of the United States of America and the State of Rhode Island and Providence Plantations.