

This End User License Agreement (hereinafter, the “EULA/ Agreement”), constitutes the legally binding agreement between You (hereinafter “You” or “Your” or “Customer”) and Universal Thirst EHF (hereinafter, “UT”), collectively the “Parties”, regarding Your use of UT Software.

The EULA is accepted by the Customer on the UT website [universalthirst.com](http://universalthirst.com) by clicking the “I Agree” button, downloading or using the Licenced Software and Fonts and shall form the Agreement between the parties. By agreeing You are bound by the terms and conditions of this Agreement.

1.

General

- 1.1 Unless you have a written agreement with UT superseding this EULA, You are governed by this EULA.
- 1.2 “You” or “Customer” refers to the person purchasing the Software and Fonts and it binds you personally. If You are entering into this EULA on behalf of another person or entity including your employer or your client (and you have the legal authority to sign contracts on their behalf), then “Customer” refers to that entity or person.
- 1.3 Please read this EULA before purchasing, downloading, installing, or using the Licensed Software. The scope of use of the Licensed Software is determined by the license. Exceeding the terms of the granted license violates the license agreement.
- 1.4 Definitions of all terms in this Agreement beginning with a capital letter are consistent with definitions found in the Terms and Conditions and Privacy Policy available at [universalthirst.com](http://universalthirst.com).

2.

Definitions

- 2.1 “EULA” or “Agreement” shall mean this End User License Agreement, and/or any modifications, amendments, appendixes, schedules, and addendums thereon.
- 2.2 “Licensed Software” shall mean the software and/or instruction provided by UT which, when used, generates fonts and typographic designs and ornaments. Licensed Software shall include all bitmap representations of fonts and typographic designs and ornaments created by or derived from the Licensed Software. Licensed Software also includes its derivative (extension, modification, etc) works and all such modifications, upgrades, updates, related files, permitted copies, permitted conversions, and related documentation as may be supplied by UT from time to time.
- 2.3 “Customer” shall mean any individual, corporation, limited liability company, partnership, joint venture, estate, association, trust, society, unincorporated organization, or government or any agency or political subdivision thereof. A Customer is also able to acquire rights and assume obligations, that make purchases at the Store.
- 2.4 “Fonts” means the fonts designed, developed, and owned by UT that are rendered by the Licensed Software.



3.

Rights and restrictions

- 3.1 All intellectual property rights related to this Agreement, is the property of UT. This EULA does not in any way transfer any intellectual property rights related to the Licensed Software or Fonts. You agree not to, and will not permit others to license, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose, or otherwise exploit the Licensed Software and Fonts.
- 3.2 All rights not expressly granted in this Agreement are reserved to UT.

3.3

Web license

- 3.3.1. UT grants to the Customer a non-exclusive, global, and non-transferable license which may be used by the Customer for commercial or non-commercial purposes.
- 1 Under the granted license, the Customer has the right to use the font on websites with a specified number of views depending on the chosen order.
  - 2 You may not, under any circumstances, modify the design of the typeface or its font name tables. Any rights, including but not limited to copyrights and trademarks, of both the original version and the edited version remains with UT.
  - 3 The fonts may not be embedded into any other format or in any other way under this license. You must not use the fonts to create or save raster or vector images.

3.4

Desktop license

- 3.4.1 UT grants to the Customer a non-exclusive, global, and non-transferable license to the Font Software chosen by the Customer which may be used for commercial or non-commercial purposes
- 3.4.2 The number of devices you may install the fonts on depends on the number of licenses purchased, as referenced during your purchase and on your invoice. You may not install the fonts on any further devices, aside from the archival copies.
- 1 Under the granted license, the customer is entitled to:
    - a Use the font in a document for printing or viewing.
    - b Use the font in graphic files, for printing or viewing.
  - 2 You must not modify the fonts under any circumstance.
  - 3 Desktop License does not include the right to:
    - a Pass the license to third parties.
    - b Grant sub-licenses.
    - c Rent, lease, lend, make available on the Internet, or distribute the Fonts.

- 3.5.1 The Seller grants to the Customer a non-exclusive, global, and perpetual license.
- 3.5.2 The license may be used by a natural person or economic entity for commercial or non-commercial purposes. The number of developers who may use the fonts for development of the application depends on the number of licenses purchased, as referenced during your purchase and on your invoice.
- 3.5.3 Under the granted license, the Customer has the right to use the font in an app, with no limitations as to the number of the app's copies or the number of its end-users.
- 3.5.4 The license does not cover the transfer/sale of the font along with the app's source code to a third party natural or legal person, or an organisational unit without legal personality.
- 3.5.5 You must not modify the fonts under any circumstance.
- 3.5.6 You may not install the Fonts on a mobile device system in a manner that makes them available for use other than in the app(s) for which they are licensed, and must make best efforts to secure the Fonts and protect them from extraction and unauthorised use.

4.

Termination

- 4.1 This Agreement shall remain in effect until terminated by You or UT.
- 4.2 UT may, at its sole discretion, at any time and for any or no reason, suspend or terminate the Agreement without prior notice.
- 4.3 In the event of a breach of the Agreement, UT has the right to terminate the Agreement with immediate effect. UT has the right to claim compensation from the customer pursuant to general principles of civil law. In the event of termination, and without limitation of any remedies under law and equity, You agree to immediately cease and desist using the Licensed Software and return/destroy the Licensed Software to UT and certify that no copy remains in your possession or control.
- 4.4 Any breach of the terms and conditions of this Agreement terminates your license to use the fonts. After any termination of the Agreement you must destroy any copies of the fonts, including your archival copies.

5.

Privacy

- 5.1 Please review UT Privacy Notice available at [www.universalthirst.com/about-us/privacy-notice.html](http://www.universalthirst.com/about-us/privacy-notice.html) The Privacy Notice outlines the manner in which UT, or others acting on UT's behalf, may collect, use and share information about You and your use of UT's Licensed Software. By assenting to the terms of this EULA Agreement you are confirming that you have reviewed UT's Privacy Notice.

6. 

Severability

  - 6.1 In the event that any provisions of this EULA shall be determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such provision shall to that extent be severed from the remaining provisions which shall continue to be valid between the parties fully permitted by law.
7. 

Amendments to this Agreement

  - 7.1 UT reserves the right, at its sole discretion, to modify or replace this Agreement at any time.
8. 

Applicable law and venue

  - 8.1 This Agreement, the use of the Licensed Software and all the terms hereunder shall be governed, enforced, and construed in accordance with the laws of Iceland and You irrevocably submit to the jurisdiction of Iceland. In the event a dispute cannot be resolved, it shall be brought before the District Court of Reykjavík.
  - 8.2 You hereby further expressly waive any jurisdiction or venue defences and agree to services of process by certified mail return receipt requested. All remedies are cumulative not exclusive. UT expressly reserves all rights to seek equitable relief including but not limited to temporary restraining orders and preliminary injunctions as the need arises to enforce its intellectual property rights, without prejudice to the other rights and remedies available to it in law.

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