

## Agreement:

This agreement is between you (the Licensee) and And Repeat, Inc., dba “And Repeat” (“And Repeat”). This agreement governs your use of And Repeat font software (the “Software”) and the And Repeat online service for generating the Software (the “Service”). By using the Service, you agree to these terms. If you do not agree to these terms, do not use the Service.

---

### Section One: Ownership and Copyright

And Repeat is the owner of all rights in the Service and the Software.

You may only use the Service to generate Software and you may only use Software as provided in this agreement. Except for the rights granted in this agreement, all other rights are retained by And Repeat.

---

### Section Two: License Types and Grant

On the condition of you paying the applicable fee and otherwise complying with this agreement, And Repeat grants you the rights below that correspond to the license purchased by you using the Service. Please contact And Repeat to upgrade a license to accommodate for additional use or for licensing terms beyond the terms outlined below (e.g., combined licenses, enterprise, custom glyphs, broadcast, etc.).

#### *App + Game*

An App + Game license allows you to embed the Software in one mobile application or one video game having up to the specified number of licensed users across all platforms and app stores. An App + Game license also allows use of the Software in development of the application or video game.

#### *Art + Education*

An Art + Education license allows individual users (not entities or businesses) to use the Software in any application for personal, non-commercial artistic or educational purposes only. No work generated using an Art + Education license may be offered for sale or license or used in the marketing and sale of other products.

#### *Trademark*

A Trademark license allows you to use output using the Software in logos, marks, logotype, and similar brand elements (collectively, “Marks”). You must purchase a Desktop license and a Trademark license to create Marks for public display.

#### *Desktop*

A Desktop license allows you to install the Software on the specified number of computers. These computers must belong to you. The computers that the Software is installed on may connect with any number of output devices (e.g., printers, plotters) that belong to you.

You may pass the Software to a commercial printer, prepress facility, or similar third-party in the scope of a specific project to print documents for that project. Third parties may not create new documents using Software provided for output only. A third-party may not make modifications to a document using the Software without first purchasing its own license to the Software.

#### *Social*

A Social license allows you to use output using the Software on social media platforms having up to the total number of followers across all platforms. You must purchase a Desktop license and a Social license to generate content that will be used on social media.

#### *Web*

A Web license allows you to embed the original Software on one website domain owned by you having up to the specified amount of web traffic. You must store the Software on the same server as the authorized domain. Technologies other than @font-face are not allowed. You may not host the Software with a third-party font host.

#### *Trial*

A Trial license allows you to use the Software in any application for testing purposes only. Public display of any works created using a Trial license is prohibited.

To the extent practicable, when output created using the Software comprises a substantial portion of the visual expression, Licensee shall make reasonable efforts to credit And Repeat and the Service as follows “Typeface generated using Abstract Type Generator by And Repeat”.

---

### Section Three: Restrictions

You may not share, distribute, copy, sublicense, lease, or transfer the Service or Software. You may not convert, modify, or rename the Service or the Software. You may not use of Service or Software for the production of any racist, homophobic, transphobic, or sexist content (whether use constitutes one of these prohibited uses is determined by And Repeat in its sole discretion).

If you use Software beyond the use permitted by the license you purchased, your rights under this license automatically terminate and, at And Repeat’s election, you must pay to And Repeat an amount equal to the license fee that would otherwise be required to engage in the unpermitted use. This amount constitutes compensation rather than a penalty. The parties acknowledge that And Repeat’s harm caused by a breach would be impossible or very difficult to accurate estimate and that the damages provided in this paragraph are a reasonable estimate of the anticipated or actual harm that might arise from your unpermitted use of the Software.

On the condition of And Repeat crediting you (or “anonymous” if you have elected not to make your name public) as the creator of the Software, And Repeat may make the Software generated by you available for licensing by other customers.

---

Section Four:  
Purchases and Transfers

Each user of the Service must separately agree to this agreement and each licensee must purchase its own licenses to the Software. While a designer or agency may use the Service to generate Software on behalf of a client, the Software license must be purchased in the name of the ultimate licensee. You may not transfer or sublicense the Software to an agency or designer for use on your behalf.

---

Section Five:  
Limited Liability

The Service and the Software is installed at the Licensee's risk. The Service and the Software is provided "as-is" and with all faults. And Repeat does not warrant that the Service or Software will be suitable for your purposes or be error free. In the event of any dispute relating to the Service or the Software, And Repeat's maximum liability to you is \$100.

---

Section Six:  
Miscellaneous

The prevailing party in any dispute regarding the Service or the Software is entitled to recover reasonable legal fees and costs incurred with respect to such dispute and in any appeal from the non-prevailing party. The exclusive venues for pursuing litigation regarding the Service or the Software are the state and federal courts of Marin County, California. This agreement supersedes any previous proposals or agreements between you and And Repeat.