Bonnie Zhou LLC End User License Agreement

This End User License Agreement is a binding legal agreement ("**Agreement**") between the licensee ("**You**") and Bonnie Zhou LLC (the "**Licensor**").

You are hereby granted a perpetual, non-exclusive, and non-transferable license to use the font. This agreement takes effect when you download or use the font. The Licensor expressly reserves all rights not granted to you in this agreement. **If you do not agree to or understand these terms, do not download or use the font**.

General Terms and Definitions

For the purposes of this Agreement, the following terms have the meanings set forth below.

"Font" means the font software, the designs embodied therein, and all supplemental materials provided along with the font software, as well as any future versions or upgrades.

"Intellectual Property Rights" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any trademark, copyright, database protection, trade secret, copyright or other intellectual property rights laws.

"Limitations" means the maximum number of allowed desktop computer installations of the font, unique website visitors for websites using the font, and number of mobile apps using the font. The limitations of your license can be found in your Order Summary.

If you do not have an order summary, if the limitation for a use is not listed in it, or if it includes the phrase "for testing purposes only", you must use the font only for internal testing purposes. You must upgrade to a full and appropriate license before delivering or publishing any such use of the font.

"Read-only" means the distribution of the font in a manner that strictly prohibits the recipient from editing, altering, or modifying the text of the document using the font, or extracting, harvesting, unzipping, or installing the font for use in any other application or document creation.

The Licensor expressly warrants that this font, including updates, are protected under United States intellectual property laws. The Licensor reserves all rights not otherwise specified, makes no guarantees and disclaims all warranties except those prescribed by the law.

Distribution Except in very specific instances described and permitted in this license, you may not distribute (share, rent, lend, give away, or sell) the font. You agree to take all reasonable steps to prevent unlicensed users from accessing, distributing, or re-serving the font file.

Governance This license, and any claim, controversy or dispute arising under, or related to, this license (including, without limitation, any claims sounding in contract law arising out of the subject matter hereof) shall be governed by, and construed in accordance with, the laws of the State of New York. All disputes relating to this agreement will be decided solely in the courts located in the State of New York, and the parties irrevocably submit to the personal jurisdiction of said courts for that purpose.

Modifications You may convert text set in the font into outlined vectors, and to modify those vectors. You may also subset and modify the font software itself for your own purposes. Any derived versions of the font remain my property and are subject to the same license and limitations. No technical support is available for modified fonts.

Upgrades If your use exceeds the limitations of this license, an upgrade must be purchased from the Licensor. The Licensor reserves the right to revoke this Agreement if otherwise.

Terms of Desktop/Print Use

Subject to the limitations below, this license allows you to install the font on a limited number of workstations or computing devices belonging to you or a third party doing work on your behalf.

Permitted desktop uses of the font include, but are not limited to, the design of printed materials, PDFs, static images, motion graphics, logos, and out-of-home advertising, including titles and graphics for broadcast media such as film and television.

Document embedding You may embed read-only copies of the font in document formats that allow font embedding, such as PDF or e-book. The font must be embedded in such a way that the reader is restricted from changing its embedding permissions, extracting the complete font from the document, and creating or editing content using the font.

Service bureaus and subcontractors You may send the font to a third party subcontractor, printer, or service bureau that will use the font on your behalf, as long as the total number of simultaneous installations does not exceed your license limitations. They must agree to the terms of this license, use the font on your behalf and for no other purpose, and delete all copies of the font in their possession when the work is done.

Internal servers You may install the font on an internal server as long as you do not exceed the total number of workstations defined in your order summary.

Backups You may create a copy of the desktop font for backup purposes, as long as the backup copy cannot be accessed by anyone other than licensed users.

Prohibited uses You are prohibited from using the font in the creation of “alphabet products” where individual letterforms are for sale, or in products where an unlicensed user has access to the alphabet in full or the ability to create customized designs using the font. Alphabet products include, but are not limited to, house numbers, signage, stamp sets,

rub-on letters, adhesive alphabet letters, alphabet punch and die sets, or other methods for use in making such products.

The right to make alphabet products is subject to a royalty, rather than a license fee. For more information, contact the Licensor at hello@bonniezhou.com.

Terms of Web Use

This license allows you to embed the font on websites using CSS @font-face, so long as the estimated traffic on that website meets the limitation defined in your order summary.

Web traffic Web traffic is measured by monthly page views. If your website exceeds the web traffic limitation for three (3) consecutive months, you must contact the Licensor to upgrade your license. The Licensor reserves the right to inspect or monitor your use.

Domains You are not limited to a specific number of domains or subdomains, so long as all websites using the font are operated by you, and the cumulative estimated traffic does not exceed the limitation. For each domain, the traffic count is for all pages, including subdirectories and subdomains, even if they do not contain the font.

Formats You may only serve web fonts in WOFF, WOFF2, EOT, and SVG formats.

Server You must host the font on your website's server or on a CDN (content delivery network) where you host other website assets. You must make a reasonable effort to prevent unauthorized use or distribution of the font. If the server's directory structure is publicly accessible, you must include the text of this license alongside the hosted files and clearly mark them as licensed assets.

Terms of App Use

This license allows you to embed read-only copies of the font in a limited number of software apps as specified in your order summary. You must make a reasonable effort to secure the font and prevent it from unauthorized use.

Platforms Platform-specific versions of your app with the same title and functionality may be counted together as a single use.

Disclaimer

Updates The Licensor may update or modify this Agreement at any time, and will notify you of any update or modification. Use of the font following any update or modification constitutes agreement to follow and be bound by this Agreement as updated or modified. The updates or modifications will not be retroactive, and the most current version of the license that you have agreed to will govern.

Warranty Fonts are offered on an as-is basis. You assume the entire risk of the quality and performance of the font, and waive both the implied warranty of fitness and the implied warranty against infringement of third-party rights.

Inspection Upon request, you agree to provide complete and accurate answers to Licensor questions concerning equipment in which you have installed the font and uses to which the font has been put. The Licensor reserves the right to inspect your records and equipment in order to verify compliance with the terms of the license.

Termination Your license does not expire and this Agreement remains in effect until the license is terminated. If the license is terminated, you must discontinue use of the font and delete all copies that you control or possess.

The Licensor reserves the right to terminate the license if you breach any term of this Agreement, without the obligation of notice or opportunity to cure. Grounds for termination include:

- Using the font outside of the terms set in this license
- Exceeding the agreed-upon limitations without purchasing an upgrade
- Unauthorized distribution of the font, or other breaches of the terms stated above

Incurred costs If you violate any of the provisions of this license, in addition to any damages the violation may cause, the Licensor is entitled to payment by you of the costs incurred by me to address the violation, enforce the license and/or finalize a settlement, including investigators' and attorneys' fees.

Liability The Licensor is not responsible or liable for any issues, harm or physical damages that may result from use of the font. An issue of a refund for use of the font is subject to the Licensor's sole discretion.

Legal Use The Licensor reserves all rights to modify, enforce, and terminate this license to the extent that it is permitted by law. You are responsible for making sure that you are in compliance with all laws, foreign and domestic, that might apply to its purchase and use. Do not use the font to typeset hate speech against any person or protected groups.

If you have any questions or concerns about this license, contact hello@bonniezhou.com at any time. Thank you for abiding by the terms of this agreement!