

End-user license agreement for providing Unlimited font license

IMPORTANT NOTICE Before installing the software products, please read carefully the following terms and conditions of the License Agreement (hereinafter referred to as the Agreement). BY DOWNLOADING, INSTALLING, COPYING OR USING THESE SOFTWARE PRODUCTS, YOU EXPRESS YOUR CONSENT WITH THESE TERMS!

Breach of the terms of this Agreement, as well as a use of software products and fonts without a license, may result in liability provided by applicable law.

1. General provisions

1.1. TYPETYPE FONTS FZCO (hereinafter referred to as the "Licensor") has all the necessary authorities to grant the rights shown in this Agreement.

1.2. This Agreement commences and becomes legally binding upon the date the Licensee remits payment for the applicable license fees. License fee to use the Font is reflected in the invoice provided by the Licensor.

1.3. The fact of payment is the Licensee's consent to comply with the terms of this Agreement. In any case, the commencement of the use of the Font is deemed to be Licensee's consent to form this Agreement and acceptance of all its terms.

1.4. The following terms and definitions are used in this Agreement:

1.4.1. The Font refers to the graphical designs of characters (alphabetic, numeric, and symbols) provided as a computer program or software file designed to be installed on a workstation or server to render such characters. The Font(s) in respect of which this Agreement is concluded is(are) specified in the invoice, online order form, or in agreement with the Licensee.

1.4.2. The Font symbol - an image of the alphabetic, numeric, service and pseudo graphic characters that make up the Font.

1.4.3. The Font file - a computer file containing a description of the character set used to display such characters (e.g. text) by a program or an operating system.

1.4.4. the Licensee - the person acquiring the rights to the Font and identified in the invoice, online order form, agreement or other document with the Licensee.

1.4.5. Logo - a graphic symbol used to identify a company, product, or service, which, if legal requirements are met, may receive legal protection.

1.4.6. Non-Commercial Document means an electronic document which is not intended for distribution to the general public (or to some subset of the general public) as a commercial product for a fee or other consideration (for example, an e-book). An electronic document that is created for the Licensee's own internal use only or for distribution in a manner that is incidental to its business (for example an instruction manual that explains its product), is considered a Non-Commercial Document under this Agreement.

1.4.7. Electronic publication - a book, magazine, booklet, etc., presented in electronic (digital) form, intended for reading from the screen of electronic devices or printing using output devices.

1.4.8. In the case of the use of a definition in this Agreement, which is not defined above, the definition shall be defined in accordance with the text of the Agreement. In the absence of an unambiguous definition in the Agreement the Parties shall be guided by the definition: first - defined on the Licensor's website, second - standard industry definitions.

2. Usage

2.1. Under Unlimited font license, the Licensee is granted the following non-exclusive rights to use the Font:

2.1.1. The right to reproduce the Font software by installing it on the Licensee's server or embedding it in the software that will be installed on the server or installing it on the development server for internal use. The installation of the Font should be used, firstly, to create or enable the end user to create documents with a built-in font that are not a commercial product, secondly, to distribute such documents to end users, and third, to create the ability to view, print and edit such documents.

The Font shall be embedded in files in such a way as to prevent retrieval it from the document, or use outside the document, or that it is used or made available otherwise than on the Licensee's server.

2.1.2. The right to create, edit, view, print, and distribute static graphic materials, including logos, brand identities, marketing materials, packaging, signage, social media graphics, advertisements, and other visual artwork; to reproduce the image (drawing) of the Font symbol on any surface, in particular on paper, billboards, clothing - without limitation of print run. It is allowed to embed Font symbols in documents in a scalable (vector format) form (for example, in documents of EPS or PDF formats), to create bitmap images (JPEG, TIFF, PNG) without granting others the right to edit these documents (images) using the Font files (any provision of Font files is not allowed), i.e. the Licensee may provide completed static graphic works created using the Font Software — including logos, Brand identities, packaging, signage, social media graphics, and other non-editable visual materials — to the Licensee's clients or other end users. Such transfer does not grant the recipient any right to access, use, install, edit, or extract the Font itself. If the recipient requires direct use of the Font, a separate license must be obtained.

2.1.3. In the case of transferring images (documents), in which the Font symbols are embedded, to End User (e.g. if the Licensee is a design agency or similar entity), the Licensee is obliged to notify the End User that the Licensor is the copyright holder of the Font, about the restrictions on use stipulated by this Agreement (in particular, in respect of prohibition to edit), and to ensure compliance and protect the End User from potential claims, the Licensee shall provide the Licensor with information regarding the End User and a sample of the document in which the Font is embedded, The Licensor may not use such provided image (document) for its own use, including for marketing purposes, without the permission of the End User. The End User may, but not obliged to purchase a separate license. The use of such an image (document) by the End User without the purchase of a separate license will be lawful, provided that the conditions and restrictions provided for in this Agreement are met, including the prohibition on the transfer of Font files.

2.1.4. The right to install and use the Font on workstations owned by Licensee.

2.1.5. The right to output or reproduce the Font symbols for commercial or non-commercial purposes, in particular on paper, in printing products, computer screens, billboards, clothes, as well as on any other surfaces without limitation of circulation.

2.1.6. The right to embed Font symbols in a scalable (vector) form in documents (for example, in EPS or PDF documents) and/or in raster images (JPEG, TIFF, PNG) intended for transmission to third parties, provided that the documents are for viewing or printing only and cannot be edited. The right to use such documents for commercial distribution in the form of electronic books, magazines or for templates of commercial publications.

2.1.7. The right to install the Font on a web server to provide the Font accessibility for the Website including the availability of the Font for use in Licensee's advertising campaigns on the Internet. When using the Font on web server and/or in advertising on the Internet, the Licensee has the right:

2.1.7.1. create digital advertisements or allow a third party to create digital advertisements on behalf of the Licensee;

2.1.7.2. install the Font on a server that is owned and controlled by the Licensee or on servers owned and controlled by a third party hosting service or ad server service (hereinafter referred to as a third party) with which the Licensee have a written agreement regarding the use and protection of the Font, solely for the purpose of publishing digital Advertisements on output Devices for up to the licensed number of impressions;

2.1.7.3. embed the Font in Base-64 encoded format into digital advertisements and publish such digital advertisements on output devices for up to the licensed number of impressions. If the Licensee allows a third party to Use the Font on its behalf to create digital advertisements, the Licensee agrees that:

- i) such third party will only use the Font to create digital advertisements on behalf of the Licensee;
- ii) the Licensee will make such third party aware of the terms of this Agreement;
- iii) the Licensee will ensure that such third party destroy the Font upon completion of their use of the Font on behalf of Licensee;
- iv) the Licensee shall remain responsible for all acts and omissions of such third party with regards to their use of the Font.

2.1.8. The right to bring to the public the drawing of the Font symbols on websites using the @ font-face selector in CSS files. Wherein:

2.1.9. The Licensee can use the Font to design Web sites using the @ font-face mechanism. The Licensee shall not remove copyright or proprietary notices included in the Font .

2.1.10. The Font may only be used on domain names owned or controlled by the Licensee..

2.1.11. The Licensee may use the Font in interactive web applications that allow visitors of the Website to enter or edit texts with use of the Font, provided that the Font itself is not distributed to end users as a standalone file and cannot reasonably be extracted for independent use.

2.1.12. The right to use the Font in the mobile applications developed by the Licensee. The Licensor does not impose restrictions on the distribution of mobile applications with embedded fonts. Embedding must be done so that the end user of the mobile application does not have free access to the Font, could not download, install or use it in any way other than using it in the mobile application. Font can be embedded only in such a mobile application, in which it does not form an essential part and is not the main entity or its functional element.

2.1.13. The Font may be embedded in widely accepted electronic publication formats such as PDF, EPUB 2.01, EPUB 3, and KF8, provided that reasonable technical measures are used to prevent unauthorized extraction of the Font. Electronic publication should not be an executable program and should be reproduced by electronic readers and software. The Font must not be installed as a system font on end-user devices solely as part of the Electronic Publication distribution

2.1.14. The right to install the Font and use it in any application that allows to select fonts, including applications such as Microsoft Word, Adobe Photoshop, Illustrator, etc. The Licensee can create documents, in particular in vector format (EPS, PDF), and raster images (JPEG, TIFF, PNG) and then use them at their discretion, including printing, Web sites and mobile applications, for example, when creating logos or audiovisual works. The Licensee has the right to use created image in a mobile application, an audiovisual work, a Web site or a video game, as well as for creating any inscriptions in audiovisual works (video films, commercials, music videos, video broadcasts, television programs, etc.).

2.1.15. The right to use the Font in video games developed for any operating system, including Microsoft Windows, Mac OS, Linux, as well as for game consoles (video game devices), including PlayStation, Xbox, etc. Embedding must be done so that the end user of the video game does not have free access to the Font, could not download it, install it or use it in any way other than in a video game. The Font can be embedded only in such video games, in which it does not form an essential part and is not the main entity or functional element of the video game. The Licensee cannot embed the Font into video games, which allow to create PDF files, documents for text editors, tables, static images, scalable images, advertisements and other similar files.

2.1.16. The right to distribute copies of media of reproduced Font symbols, except for those that fall within the limits specified in this Agreement.

2.1.17. The right to modify, in the part in which the Licensee (and the End User, subject to the provisions of clause 3.3. of the Agreement) has the right to import images of the Font symbols into a graphics editor with changing their graphics.

2.1.18. The right to public display of images of the Font symbols in the Electronic Publication.

2.1.19. The right to make a reasonable amount of the Font backups solely for archival purposes, provided that Licensee retains control of such copies. Any copies that the Licensee makes in accordance with the Agreement must contain the same notices of copyright, trademarks and other proprietary notices that are provided in the Font.

3. Restriction of use

3.1. It is forbidden to modify the Font. The right to modify the Font requires a separate contract. The rights to the modified versions of the Font will belong to the Licensor.

3.2. It is forbidden to distribute the Font to the public. The Licensee may not post, install and use files on computers, mobile devices, servers and web servers, websites of other companies or individuals, place them on the Internet, lend them, rent them, or transfer them to another user, unless the complete set of delivery is completely transferred, including: Font file, license rights, usage manual, printed materials, backup copies. In this case, the Licensee is required to destroy all copies of the Font and its documentation available to him and notify the Licensor in writing of the change of licensee.

3.3. Transfer to third parties (hereinafter for the purposes of this clause referred to as the End User) of images (documents) containing the Font symbols (e.g., logos or videos created by the Licensee) is allowed provided that the End User is not provided with the possibility to use the Font files. In this case, the Licensee is obliged to notify the End User that the Licensor is the copyright holder of the Font, about the restrictions on use provided for in this Agreement (prohibition of editing an image (document) using the Font files), and in order to exclude the risk of claims against the End user, the Licensor shall be provided with information in respect of End User and with a copy of such an image (document), the Licensor is not entitled to use such an image (document) for its own use, including for marketing purposes without the consent of the End user. The End user has the right but is not an obligation to purchase a separate license. The use of such an image (document) by the End User without acquiring a separate license shall be lawful, provided that the conditions and restrictions stipulated by this Agreement, including the prohibition on transferring Font files, are met.

3.4. Except as provided in clause 3.3. Agreement, persons who have not entered into a Licensing Agreement with the Licensor may not bring into civil circulation goods, works or services containing the Font, the rights to which belong to the Licensor.

3.5. The rights indicated in this Agreement are granted to the Licensee without the right to transfer or to assign them to other persons, except for the case provided for in paragraph 3.2.

4. Liability

4.1. If the Licensee breaches any of the clauses of this Agreement, the Licensor has the right to unilaterally terminate the Agreement. In this case, after receiving the appropriate written or electronic notification, the Licensee shall destroy all copies of the Font and the relevant documentation. Keeping or use the Font will be considered a violation of exclusive rights.

4.2. If the Font as a result to the actions or omissions of the Licensee becomes available on computers, mobile devices, servers, Web servers and Web sites of other persons, the burden of proving the inadvertency of the actions which led to such consequences lies with the Licensee.

4.3. The use of the Font without a valid license agreement, outside of its scope and for any other violation of exclusive rights, gives rise to corresponding liability stipulated by applicable law. To avoid any doubts, the Licensee is informed and agrees that if the image (document) created using the Font is transmitted to the End User without observing the requirements provided for in clause 3.3. of the Agreement, the Licensee will be in breach of the terms of this Agreement, and the End User shall be deemed using the Font without any legal grounds.

5. Warranties

5.1. The Licensor warrants that by granting the rights to use the Font to the Licensee in accordance with this Agreement, it does not infringe the rights of third parties, including copyright and related rights, rights to trademarks, service marks and names of places of origin of goods, rights to industrial designs, fonts, etc.; it has obtained the necessary permits (formed the relevant agreements).

5.2. The Licensor warrants that the Font will effect a faithful reproduction of the underlying typeface design which is of a quality consistent with industry standards. To make a warranty claim, the Licensee must notify the Licensor within the warranty period (one (1) calendar month), which could be done via an email to commercial@typetype.org and provide sufficient information regarding your licensing of the Font so as to enable the Licensor to verify the existence and date of the transaction. The entire, exclusive, and cumulative liability and remedy under this warranty shall be limited to the replacement or repair of the Font.

5.3. Other than warranties given in clauses 5.1 and 5.2. above the Font is delivered without any express or implied warranties on the part of the Licensor, including commercial warranties and warranties of fitness for any particular use. The Licensor shall in no event be liable for any damages caused by the use or inability to use the Font, or by providing or not providing support services related to the use of the Font.

5.4. Notwithstanding anything to the contrary in this Agreement, the Licensor's aggregate liability to the Licensee under or in connection with this Agreement, whether arising in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no event exceed the total license fees actually paid by the Licensee to the Licensor. Nothing in this Agreement shall limit or exclude the Licensor's liability for fraud, fraudulent misrepresentation, or any other liability that cannot be excluded or limited by applicable law.

6. Term of the agreement

6.1. This Agreement comes in effect on the date the Licensee pays the applicable fee for obtaining the rights to use the Font and shall last for the duration of the exclusive right to the Font (perpetually), subject to earlier termination as provided in the clause 4.1. of this Agreement above.

6.2. This Agreement is valid on the territory of all countries of the world (without limitation of territory).

7. Entire Agreement

7.1. This Agreement, together with any invoice or order confirmation issued by the Licensor, constitutes the entire agreement between the Licensor and the Licensee with respect to the subject matter hereof and supersedes all prior representations, negotiations, understandings, and agreements, whether oral or written, relating to such subject matter.

8. Severability

8.1. If any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable, that provision shall be modified to the minimum extent necessary to make it valid, legal, and enforceable. If such modification is not possible, the relevant provision shall be deemed deleted. Any modification or deletion of a provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.