

End-user license agreement for providing "Server" font license

ATTENTION!

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, entails the consequences provided by applicable law.

1. General provisions

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

1.2. This Agreement comes into force and becomes binding on the date the Licensee pays the price for obtaining the rights to use the Font. The price for obtaining the rights 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 is a work of graphics, design, expressed in the external images of alphabetic, digital, service and pseudographic characters, presented in the form of a computer program that allows installation of a font into the memory of a workstation, server or web server and display font characters (in particular text) by a program or an operating system.

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.

1.4.5. 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 - on the Internet.

2. Usage

2.1. Under the "Server" license, the Licensee is granted the following non-exclusive rights to the Font:

2.1.1. The right to reproduce the Font software by setting X (XXX) servers of one legal or physical person, or to embed in software that is installed on a server or to install on the development server for internal use only. The installation of the Font software shall only be used, first, to create or enable the end user to create documents with embedded Font which are not a commercial product, and secondly, to distribute such documents among end-users, third, to create the ability to view, print and edit such documents. X (XXX) is the number of servers on which it is allowed to install the Font, as specified in the invoice or online order form. The maximum number of servers on which the Font is installed, must not exceed the number for which issued this license. The Font should be embedded in the files so to prevent extraction from the document or use outside of the document, or that it was used or would be available except on the Licensee's server.

2.1.2. The right 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. it is allowed, e.g. to create a logo using the Font symbols, to transfer it to a third party customer (hereinafter referred to as the End User), but the End User does not receive the right to use the Font files, transfer of the Font files to him is not allowed.

2.1.3. In the case of transferring images (documents), in which the Font symbols are embedded, to End User, 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 in order to eliminate the risk of claims against the End User, the Licensor shall be provided with information about the End User and a copy of such an image (document) shall be provided. At the same time, 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 distribute copies of media of reproduced characters of the Font, except for those that fall within the limits specified in the Agreement.

2.1.5. The right to publicly display images of the Font symbols, except for displaying those media and files that fall under the restrictions specified in the Agreement.

2.1.6. The right to bring the Font symbols to the public, except for those media and files that fall under the restrictions specified in this Agreement, including the following: the image of the Font symbols can be used to design Web sites only in raster and/or vector formats such as PNG, JPG, GIF, PDF, EPS, etc. If the Licensee wishes to use the Font for processing Web sites with the @ font-face command, it is necessary to purchase a special license.

2.1.7. The right to modification, in such part in which the Licensee (and the End User, subject to the provisions of clause 2.1.3. of the Agreement) has the right to import the Font symbols into a graphics editor and then change their graphics.

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

3. Restriction of use

3.1. The Licensee may not install the Font on computers or other devices that are not Servers.

3.2. It is forbidden to embed the Font into documents (EPS, PDF and others), intended for commercial distribution in the form of electronic books, magazines, other Electronic publications.

3.3. It is forbidden to use the Font files in mobile applications.

3.4. It is forbidden to use the Font files in video games.

3.5. It is forbidden to use the Font files in audiovisual works, in any film or video material (including for the purposes of television broadcasts), including titles and inscriptions.

3.6. It is forbidden to use Font files for websites using the @ font-face selector.

3.7. It is forbidden to use the Font in advertising campaigns on the Internet by embedding the Font files in Base 64 encoded format into digital advertisements.

3.8. It is forbidden to install (display) the Font on workstations.

3.9. It is forbidden to distribute the Font files with hardware or software.

3.10. It is forbidden to modify, rename, change the character composition, rebuild or otherwise influence the Font.

- 3.11. It is forbidden to copy the Font, except for the cases specified in this document.
- 3.12. Reproduction of images of Font symbols in raster and/or vector images (documents) is allowed subject to the restrictions provided for by this Agreement.
- 3.13. 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.
- 3.14. Except as otherwise provided in this 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.
- 3.15. 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 3.13.

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 2.1.3. 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 damages and 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.

6. Term of the agreement

This Agreement is valid during the validity period of the exclusive right to the Font and on the territory of all countries of the world.