

FONT END-USER LICENSE AGREEMENT (EULA)

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1.5. **Product:** Any end-use item, whether physical or digital, created by the Licensee using the Font Software, including documents, designs, print materials, websites, or applications.

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1.7. **Commercial Use:** Any use of the Font Software that is intended for, or results in, monetary gain, profit, or commercial benefit, including promotional, advertising, or branding activities for a business.

1.8. **Embedding:** The process of incorporating the Font Software, or parts thereof, into a digital document (such as a PDF or ePub), a website (via CSS @font-face rules), or an application, where the data necessary to display the Font Software is contained within the Product file structure.

1.9. **Font Subsetting:** The process of reducing the character set of the Font Software to only those glyphs or features specifically used within the corresponding document, website, or application, for the purpose of reducing file size and enhancing security.

2. GRANT OF LICENSE

2.1. **License Type:** The Licensor grants the Licensee a non-exclusive, non-transferable, perpetual, worldwide license to install and use the Font Software in accordance with the terms and conditions set forth herein. This is a single, comprehensive license that includes the **Desktop, Webfont, App, Electronic Document (E-Doc), and Digital Advertising (Digital Ad) components**, and permits a variety of uses detailed in Clause 3, provided they remain within the scope of the Licensed Units purchased. This license is not modular unless specified in the purchase invoice.

2.2. **Single-User License:** Unless otherwise stated on the purchase invoice, this license grants usage rights to a single individual user or a single legal entity (company, agency, or organisation). If the Licensee is a legal entity, the License is granted to that entity and permits installation on the number of Licensed Units specified in the purchase confirmation, solely for use by employees of that entity.

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3. COMPREHENSIVE PERMITTED USES

Subject to the restrictions set out in Clause 4, this comprehensive license permits the following usage categories:

3.1. Desktop Publishing and Print Use (The “Desktop License” Component) The Licensee may install the Font Software on the number of Licensed Units purchased for the purpose of creating and outputting hardcopy documents, physical goods, and static digital images, including, but not limited to:

- **Print Materials:** Books, magazines, newspapers, brochures, flyers, newsletters, stationary, clothing, signage, and packaging.
- **Logos and Branding:** Creating corporate logos, brand identities, and related marketing materials.
- **Rasterised Digital Images:** Creating static image files (e.g., JPEG, PNG, TIFF) for use in social media, video, or presentation slides. The Font Software must be converted to raster images and not remain in an editable, embedded vector format (except as permitted for PDF/E-Doc use below).
- **Artwork Production:** Use by graphic designers, art directors, and other creatives for generating design work.

3.2. Webfont Use (The “Webfont License” Component) The Licensee may use the Font Software on one (1) primary domain name and its associated subdomains for the purpose of displaying text on a website, provided that:

- **Self-Hosting is Required:** The Font Software must be self-hosted on the same server hosting the Licensee’s website, utilising the WOFF and WOFF2 formats via CSS @font-face rules. Use of third-party font-hosting services (e.g., Google Fonts, Typekit) with the Licensor’s Font Software is strictly Prohibited unless a specific, separate agreement is entered into.
- **Protection Measures:** The Licensee must implement all reasonably available technical protection measures, including obfuscation or subdirectory protection, to prevent unauthorised downloading or extraction of the Font Software by third parties.
- **View Limits:** This license permits unlimited pageviews for the primary domain associated with the license. For use on additional domains, a separate license purchase is required for each additional domain.

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- **Embedding Format:** The Font Software must be embedded in a secure, non-editable, and obfuscated manner that prevents the Font Software from being accessed, extracted, or used by the end-user outside of the Title.

- **Distribution Limit:** This license is granted for use in a single Title. For each subsequent, separate Title, a new App License must be purchased. Updates to the original Title are covered.
- **SaaS/Server Distinction:** This permission does not extend to server-based or Software-as-a-Service (SaaS) Products where the font is accessed or served to multiple clients or users for typesetting or customisation (see Prohibited Uses, Clause 4.4).

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- **Interactive Documents:** Use in Microsoft PowerPoint, Apple Keynote, or similar presentation software, provided the file is distributed in a read-only or flattened format (**meaning the text is converted to outlines or raster images to prevent font extraction**).

3.5. **Digital Advertising and Email Use (The “Digital Ad License” Component)** The Licensee may use the Font Software to create and display static or animated digital advertisements (e.g., banner ads, social media ads) and in promotional email campaigns.

- **Static or Rasterised:** The Font Software must be converted to raster images (e.g., GIF, JPEG, PNG) or flattened vector outlines (**converting text to non-editable shapes**) or securely embedded in HTML5 banners, in a manner that prevents the extraction of the Font Software.
- **Email:** The Font Software may be used to create images for email marketing, but may not be embedded directly as a webfont within the email itself, as this would violate the Webfont Use security requirements.

4. PROHIBITED USES AND RESTRICTIONS

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4.2. **Modification and Reverse Engineering:** The Licensee shall not modify, alter, adapt, translate, decompile, disassemble, reverse engineer, or attempt to discover the source code of the Font Software, in whole or in part,

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7. UPDATES AND SUPPORT

The Licensee is entitled to receive minor bug-fix updates to the Font Software for a period of one (1) year from the date of purchase. **Fixes are scheduled quarterly, working on a case-by-case basis.** Major feature updates or new versions (e.g., v1.0 to v2.0) may require the purchase of an upgrade license. Technical support is limited to installation issues and software malfunctions covered under the limited warranty. **Support does not include custom modifications or design changes.** The Licensor is under no obligation to provide support beyond the warranty period unless a separate support agreement is in place.

8. TERM AND TERMINATION

8.1. **Term:** This Agreement is effective from the date the Licensee accepts these terms and shall continue in perpetuity unless terminated in accordance with this Clause 8.

8.2. **Termination for Breach:** The Licensor may terminate this Agreement immediately upon written notice if the Licensee breaches any of the material terms of this EULA, particularly the restrictions set forth in Clause 4.

8.3. **Effect of Termination:** Upon termination, all rights granted to the Licensee under this Agreement shall immediately cease. The Licensee must immediately cease all use of the Font Software and, within five (5) working days, destroy all copies of the Font Software, including any copies stored on any computer hardware, software, or media, and confirm in writing to the Licensor that all copies have been destroyed. Termination shall not affect any accrued rights or liabilities of either party.

9. INDEMNIFICATION

The Licensee agrees to indemnify, defend, and hold harmless the Licensor, its agents, directors, and employees, from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable legal fees) arising out of or related to (i) the Licensee's use of the Font Software in breach of this Agreement, or (ii) any claim by a third party that a Product created by the Licensee using the Font Software infringes any third-party intellectual property rights, provided the Font Software itself, when used in accordance with this Agreement, is not the basis of the infringement.

10. GOVERNING LAW AND JURISDICTION

10.1. **Governing Law:** This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of **England and Wales**.

10.2. **Jurisdiction:** The parties irrevocably agree that the courts of **England and Wales** shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

11. AUDIT RIGHTS

The Licensor reserves the right, upon providing reasonable prior written notice (not less than ten (10) business days) and during normal business hours, to audit the Licensee's records and systems solely to verify compliance with the terms of this Agreement, especially regarding the number of Licensed Units and adherence to Prohibited Uses. The Licensee shall provide reasonable assistance in such audits. Any audit shall be conducted in a manner that minimises disruption to the Licensee's business operations. If an audit reveals a breach of this Agreement, the Licensee shall bear the reasonable costs of the audit.

12. GENERAL PROVISIONS

12.1. **Entire Agreement:** This Agreement constitutes the entire agreement between the Licensor and the Licensee and supersedes all prior agreements, representations, and understandings, whether written or oral, relating to the subject matter of this Agreement.

12.2. **Severability:** If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement, and the remaining provisions shall remain in full force and effect.

12.3. **Waiver:** The failure of the Licensor to exercise any right or remedy under this Agreement shall not operate as a waiver of that right or remedy, nor shall any single or partial exercise of any right or remedy preclude any other or further exercise of that right or remedy.

12.4. **Assignment:** The Licensee may not assign or transfer its rights or obligations under this Agreement without the prior written consent of the Licensor. The Licensor may assign or transfer its rights and obligations under this Agreement to any third party at its sole discretion.

12.5. **Notices:** All notices required or permitted under this Agreement shall be in writing and sent to the address provided by the Licensee during purchase or the Licensor's registered business address.

