

CoType Foundry (“CoType”/“CoType Foundry”) End User Licence Agreement (“EULA”) becomes a binding contract between you and CoType Foundry when you indicate your acceptance of this EULA, commence a Font Software download, or if you acquire Font Software on a permanent medium, when you open the package in which the software is contained. If you do not wish to be bound by the EULA, you must not purchase, access, download, install and/or otherwise use the Font Software.

All fees are due and payable immediately on acceptance of this EULA and, for the avoidance of doubt, no refunds or cancellations will be granted.

Please read all of the EULA before agreeing to be bound by its terms and conditions.

CoType Foundry operates exclusively on a B2B basis, it does not contract directly to the general public. It does not deal with consumer sales and/or licensing (we licence for business purposes only). By continuing you are confirming that you are not a ‘consumer’ for the purposes of Consumer Credit, Consumer Rights, or Sale of Goods legislation and that you are in business and placing in the course of your activities as a ‘trader’ (within the meaning of s. 2(2) of the Consumer Rights Act 2015). This includes acting in your capacity as a freelance designer or similar.

You hereby agree to the following:

### **1. Grant Of License**

Upon payment in full, CoType Foundry will grant you a non-exclusive, terminable and non-transferable licence (save for the right to distribute the Font Software with the Application as set out below) to use the CoType Foundry Font Software in accordance with the following terms and conditions. You may not exceed the scope of this licence. If you have negotiated and agreed to any additional terms and conditions, those must be in writing and signed or sent by CoType Foundry and must incorporate this Agreement by reference.

Use of the Font Software is limited to your own business use only (other than as referred to below where distribution of the Application is permitted). For the purposes of this Agreement, “Font Software” shall be defined as the software code (object and source) which, when used generates the typeface, typographic designs and, if applicable, ornaments or other designs (and the definition of Font Software shall include all elements derived from or created using that software).

Use of the Font software is limited to your own business use and is limited to embedding the Font Software in the Applications (meaning an application (or applications) owned and operated by you that operates on a personal device – e.g. a smartphone, tablet, notebook – and which is made available via Google Inc’s ‘Google Play’ store, Apple Inc’s ‘App Store’, and/or the Windows App ‘Store’ (and such other sources as CoType Foundry may permit from time to time) only, and which excludes ‘OEM’ software (software embedded into hardware) operating systems, ‘web’ apps (applications made available via the public internet and which are not standalone products distributed by you, or distributors). The usage is permitted within the Applications that you have identified to us during the order process, up to the limit of the licence you have purchased in relation to the total number of Applications you wish to embed the Font Software within, as notified during the order process.

The Application must not allow the end recipient of the Application to ‘author’ materials or content using the Font Software.

You shall not use the Font Software for any purpose other than to be embedded within the authorised Applications as set out below.

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## 2. Usage

Use of the Font Software is limited to your employees only. You remain responsible at all times for the observation of these terms by your employees. You may not allow any third party to use your copy of the Font Software.

You may not send or transfer the Font Software, or any copy of the Font Software, to any third party (other than where it is embedded within the Application). You may use the Font Software to create a company logo, however, such use must be limited to use within the Application. You may not include the typeface design in any trademark registration. Other restrictions to the use of the Font Software are set forth below.

You must not embed the Font Software in open-source software which may have the direct or indirect effect of causing the Font Software to become 'open sourced' or otherwise entitle recipients to copies of the same, or to otherwise damage or harm CoTypeFoundry's proprietary rights.

## 3. Ownership

CoType Foundry retain intellectual property rights, title and ownership of any and all of the electronic data and materials including, without limitation, the Font Software, provided to you by CoType Foundry or with its consent. This title and ownership extends to copies of the data installed on any computer, downloaded to any output device, or retained on other media by you as a backup. This licence does not constitute an exclusive sale of the original product to you. This Agreement does not grant you any right to patents, copyrights, trade secrets, trade names, trademarks (whether registered or unregistered), intellectual property rights, or any other rights, franchises or licences of whatever nature in respect of the electronic data.

No rights are granted to you other than a Licence to use the Font Software on the terms expressly set forth in this Agreement. You further acknowledge and agree that the structure, organisation and code of the font software are valuable trade secrets and confidential information of CoType Foundry. The Font Software is protected by copyright including without limitation, by English and United States Copyright Law, international treaty provisions, and applicable laws in the jurisdiction of use.

## 4. Permitted Uses

This Font Software is licensed only to you and may not be transferred to any third party at any time without the prior written consent of CoType Foundry. You may not modify, translate, adapt, alter, decompile, disassemble, decrypt, reverse engineer, change or alter the embedding bits, the font name, legal notices contained in the font software, nor seek to discover the source code of the font data, convert into another font format, create bitmaps, add or subtract any glyphs, symbols or accents, or any other derivative works based on the electronic data in this product.

You may not supply, directly or indirectly, any CoType Foundry font data to any other firm, business or individual for any type of modifications or updates whatsoever. If you need to modify or update the font data in anyway in the future, licensor solely will perform and invoice this additional work at its normal prevailing rates. You may not duplicate, modify, adapt, translate, or create derivative works based on the printed materials that may have been supplied with this product.

It is a breach of this licence agreement to use the product in any way that infringes the rights of any third party under copyright, trademark, patent, or any other laws. In the event of infringing uses by you, this licence immediately terminates, and you are solely responsible to us for any such infringing uses including all legal and other damages that may be incurred.

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## 5. Limited Warranty

If the media or the Font Software contained in this CoType Foundry product is found to be defective within 30 days of the date of delivery to you, CoType Foundry will either, in its discretion (a) use reasonable endeavours to provide suitable replacements at no charge to you, provided you can provide proof of purchase or (b) refund amounts paid for the Font Software to CoType Foundry. The entire risk of performance and quality of this product is with you. CoType Foundry does not warrant that this product will operate with all other software products, or that it will satisfy your requirements. CoType Foundry's entire liability to the Licensee will not extend beyond replacement of defective media or refund of the purchase price.

This warranty shall only apply as long as:

- the failure of the Font Software is not a result of any modification of the Font Software other than made by or on behalf of CoType Foundry;
- no attempt to rectify the failure has been made by you or on your behalf;
- the failure is not attributable to causes external to the Font Software; or
- the Font Software has not been used outside of the parameters granted.

## 6. Limitation of Liability

### YOUR ATTENTION IS DRAWN TO THIS CLAUSE

This clause sets out CoType Foundry entire liability to you for (a) a breach of this Agreement and (b) any statement, representation, tortious act or omission (including negligence) arising under this Agreement.

This includes CoType Foundry's liability for acts or omissions of our employees, agents, subcontractors, or consultants.

Any and all other warranties, conditions or other terms implied by statute or common law are, as far as legally possible, excluded.

CoType Foundry shall not be liable for any loss of profits, goodwill, reputation, business, anticipated savings, contracts, goods, data (or corruption of that data) or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

CoType Foundry's liability for all other claims which arise in connection with this Agreement shall be limited to the monies paid by you in the 12 months immediately preceding the date of the event giving rise to the claim.

Nothing in this section, or elsewhere in this Agreement, excludes or limits CoType Foundry's liability for:

- death or personal injury resulting from negligence; or
- any damage or liability you incur as a result of fraud or fraudulent misrepresentation by CoType Foundry.

You are at all times fully responsible for the observation and compliance with these terms and are fully responsible and liable for the acts and omissions of employees, users, and third parties provided access to the Font Software in accordance with this EULA. You hereby indemnify, and shall keep us indemnified, at all times against any and all losses (including retrospective licence fees applicable to unlicensed use, which CoType Foundry shall solely determine), costs (including legal, recovery, and accounting costs), damages, expenses, management time, all whether the foregoing are indirect or direct, foreseeable or otherwise,

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which we suffer as a result of any breach of this agreement, including the scope of permissions granted, and our enforcement of the same. This clause shall survive any termination or expiry of this EULA.

## **7. Termination**

Without prejudice to any other rights or remedies which it may have, CoType Foundry may terminate this Agreement without liability to you immediately on giving written notice to you if:

- you commit any remediable material breach of its obligations under this Agreement which is not remedied within 30 days (or where the breach is in relation to a failure to pay any amount due, 7 days) after the service of written notice specifying the breach and requiring it to be remedied; or
- you commit any non-remediable material breach; or
- you become, in the reasonable opinion of CoType Foundry, unable to pay your debts.

On termination of this Agreement for any reason: you shall immediately and irretrievably delete the Font Software (including your archival copies) from your systems; and any licence granted shall immediately terminate. You undertake to immediately push an update to recipients of the Application to remove the Font Software from end recipient's devices.

## **8. General**

You agree to inform your employees or any other person having access to the CoType Foundry software and copies thereof, of the terms and conditions of this EULA and to ensure that they shall strictly abide by these terms and conditions. You agree that you will not export or re-export the Font Software in any form without the appropriate United Kingdom and foreign government licenses. You agree not to sub-license, sell, lease or otherwise transfer the electronic data without the prior written consent of CoType Foundry.

## **9. Events beyond Reasonable Control**

CoType Foundry will not be liable for a delay or failure to perform its obligations if the delay or failure results from circumstances beyond its reasonable control. This includes (but is not limited to) acts of God, flood, fire, accident or impossibility of obtaining materials.

## **10. Assignment**

You may not assign, charge, sub-contract, sub-license (unless expressly permitted to do so in this Agreement) or otherwise dispose of any of its rights or obligations under this Agreement without CoType Foundry's prior written consent.

## **11. Severability**

If any provisions of this Agreement are held to be invalid, illegal or unenforceable, then such provision(s) shall be severed from it, and the validity, legality and enforceability of its remaining provisions shall not be affected or impaired.

## **12. Waiver**

Waiver of any right(s) at any time shall not constitute waiver of any right(s) at any future time.

## **13. License Agreement**

This Agreement represents the entire License Agreement between CoType Foundry (Licensor) and You (Licensee). You acknowledge that you have read and understood this Agreement and that by using the software you agree to be bound by its terms and conditions. This agreement supersedes any other (agreement, which may have been included with the Font Software or previously displayed on the cotypefoundry.com website.

No variation of the terms of this Agreement or any different terms will be enforceable in the absence of an express written amendment, or consent, including a written express waiver of the affected terms of this Agreement. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect, and the invalid provision shall be replaced by CoType Foundry with a provision that effects the intent of the invalid provision. CoType Foundry (Licensor) expressly reserves the right to amend, modify or change this Standard CoType Foundry License Agreement at any time without prior notification.

Any breach of the terms and conditions of this agreement terminates your license to use the Font Software. After any termination of the agreement you must destroy any copies of the Font Software, including your archival copies.

#### **14. Proper Law**

This Agreement shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim.

Any and all rights not expressly granted in this Agreement are reserved to CoType Foundry. If you have any questions concerning this Agreement or any matters regarding our products, please email: [info@cotypefoundry.com](mailto:info@cotypefoundry.com)