# **EULA End-User License Agreement**

## **Contractual relationship**

This is an agreement between the customer and Type Salon. By purchasing, or downloading, or installing, or using, or otherwise handling the digital typeface software, you accept the terms of this agreement. In accepting the terms of this agreement, you acknowledge understanding and complying with its terms.

You are not purchasing the copyright to the design or any other part of the fonts, but the rights to use the fonts as specified in this agreement. If you, the customer, are acting on behalf of the end user, you must ensure that the end user accepts this EULA as it is, i.e. without any alterations and/or amendments. You must not use the respective software yourself.

### **Definitions**

"Applications" means applications able to run and function on one of the following operating system platform, on versions that are less than 5 years old: Microsoft Windows, Apple MacOS, Apple iOS, Android.

"Computer" means any device capable of using the Licensed Software, including but not limited to desktop computers, laptops, tablets, and mobile devices.

"Derivative Work" means any creation that is based on or derived from the Licensed Software, including but not limited to any revision, modification, translation, abridgment, condensation, expansion, decompilation, encryption, rearrangement, reencoding, digitization, or redigitization.

"Document" means a digital file, used in connection with human-readable text, that is not executable and is not an Image File. Document formats include, but are not limited to: Portable Document Format files ("PDF"), Electronic Publication files ("ePub"), Adobe's Digital Publishing Suite format (.folio), Apple's iBooks format (.iba), and Amazon's Kindle formats (.azw, .KF8, .mobi).

"Embedded Software Files" means any Documents or other software files that contain a copy of the Licensed Software, or data describing the shape or outline of any part of the Licensed Software.

"Licensed Software" means those computer programs and related data licensed pursuant to this Agreement, the name(s) of which are listed on the Order Document(s), which, when used on a Computer, generate(s) the Typefaces. Licensed Software includes, but is not limited to, all bitmap representations of the Typeface designs.

"Licensee" or customer, means a natural or legal person who concludes the User Contract including this EULA with Type Salon.

"Licensor" means Type Salon, type design studio.

"Permitted Computers" means the number of computers specified during your purchase and on your invoice.

"Person" means any individual, corporation, limited liability company, partnership, joint venture, estate, association, joint stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof.

"Software Distribution License" means a separate agreement granting rights to reproduce, distribute and display Documents and Embedded Software Files (on platforms and file formats which are not covered by the App Service), created pursuant to this Agreement.

"Typefaces" means the typefaces designed, developed and owned by Licensor, that are rendered by the Licensed Software.

"Visitors per month" means the number of users visiting your websites as referenced during your purchase and on your invoice. You have to purchase a licensing upgrade if you exceed your monthly visitors limit at any point in order to cover that larger number of monthly visitors. Type Salon reserves the right to request and receive screenshots of your analytics tool to prove that the amount of visitors per month is below the maximum limit of allowed visitors you have purchased licenses for.

"Web Server" means a Computer used to serve web pages.

## **Desktop licensing**

For Desktop licensing, the following terms apply.

- 1. Usage rights: You are purchasing a certain amount of licenses to use fonts by Type Salon on a certain number of devices within your organization.
- 2. Installations: The amount of devices you may install the fonts on depends on the amount of licenses purchased, as referenced during your purchase and on your invoice. You may not install the fonts on any further devices, aside from the archival copies.
- 3. File handling: The font software is allowed embedding read-only status. The fonts may be embedded into files of the Portable Document Format (PDF), PostScript (PS), and Encapsulated PostScript (EPS) types. The fonts must not be embedded into any other format under this license. You acknowledge to make sure the font software can not be extracted. To publish documents with embedded fonts, you need a special license agreement.
- 4. Printing: If your printed publication contains an imprint the name of the font and the foundry have to be mentioned, e.g. Spektra by Type Salon.
- 5. Modification: You must not modify the fonts under any circumstances.
- 6. Copyright: Type Salon font software underlying this agreement is not sold to you but placed at your disposal to use it. You agree that the font software is exclusive intellectual property of Type Salon. Only Type Salon is allowed to make changes and/or extend the font software. You acknowledge the software is protected by the copyright law of the Republic of Slovenia and by international treaties. You agree not to modify, adapt, convert, translate, decompile, disassemble or create derivative works of the font software.

## **Web Licensing**

For Web licensing, the following terms apply:

- 1. Usage rights: You are purchasing a certain amount of licenses to use fonts by Type Salon on web servers under your control, and under control of a single organization, to serve to a specific number of website visitors per month. You are purchasing so-called self-hosted fonts that you host on your own servers.
- 2. Installations: For each license you purchase, you may install the fonts on any number of hosting services for any number of domains, as long as the overall number of monthly unique visitors of all websites served from those servers and domains added up is smaller than the number you have purchased licenses for. The number of allowed unique visitors is noted during your purchase and on your invoice.
- 3. File handling: This non-exclusive, non-assignable, non-transferable, revocable license grants you limited rights to use the Type Salon software to style HTML and SVG documents using the CSS @font-face mechanism. Other embedding or linking uses or techniques, such as PDF, ePublications, iOS and/or Android native applications, are not permitted.
- 4. Modification: You must not modify the fonts under any circumstances.
- 5. Copyright: Type Salon Font Software underlying this agreement is not sold to you but placed at your disposal to use it. You agree that the font software is exclusive intellectual property of Type Salon. Only Type Salon is allowed to make changes and/or extend the Font Software. You acknowledge the software is protected by the copyright law of the Republic of Slovenian and by international treaties. You agree not to modify, adapt, convert, translate, decompile, disassemble or create derivative works of the Font Software.

## **App Licensing**

For App licensing, the following terms apply:

- 1. Usage rights: The Font Software is licensed for one use, and may not exceed the use for one application, which is defined by the licensee under a Title on www.type-salon.com during checkout and noted on the invoice.
- 2. Installations: The licence permits the perpetual use of the Font Software within the respective App. The use of the fonts on devices in your organization is restricted to preparing their use in applications, for activities

generally called "application development". The fonts may not be used aside from the fonts' use as embedded fonts in your applications.

- 3. File handling: A copy of the fonts may be sent to a third-party app developer if necessary. The fonts may not be embedded into any other format or in any other way under this license. Embedding of the font with the CSS @font-face technology is expressly prohibited, also creating what is commonly known as »virtual terminals«. Embedding of the font into computer files other than application files (for example document formats like PDF, EPS, and PS) is expressly prohibited. You must not use the fonts to create or save raster or vector images or documents in your applications.
- 4. Modification: You must not modify the fonts under any circumstances.
- 5. Copyright: Type Salon Font Software underlying this agreement is not sold to you but placed at your disposal to use it. You agree that the Font Software is exclusive intellectual property of Type Salon. Only Type Salon is allowed to make changes and/or extend the Font Software. You acknowledge the software is protected by the copyright law of the Republic of Slovenian and by international treaties. You agree not to modify, adapt, convert, translate, decompile, disassemble or create derivative works of the Font Software.

# **Trial Licensing**

- 1. Usage right: The Font Software is licensed for a single Device and may be used solely for non-public demonstration and testing purposes. The Customer undertakes to immediately acquire an appropriate License reflecting any deviating use.
- 2. File handling: the trial licence allows the Font Software to be embedded in static, non-editable documents (e.g. PDFs). The document must be distributed in a secure format that prevents Font extraction. Any other embedding of the Font Software is expressly prohibited.
- 3. Modification: You must not modify the fonts under any circumstances.
- 4. Copyright: Type Salon Font Software underlying this agreement is not sold to you but placed at your disposal to use it. You agree that the Font Software is exclusive intellectual property of Type Salon. Only Type Salon is allowed to make changes and/or extend the Font Software. You acknowledge the software is protected by the copyright law of the Republic of Slovenian and by international treaties. You agree not to modify, adapt, convert, translate, decompile, disassemble or create derivative works of the Font Software.

### General

Other Uses: If you are a design consultancy, advertising agency, or purchasing the license for use by or on behalf of such an entity, the actual end user must purchase an appropriate license. For example, if your client will use copies of the Font Software, your client must also purchase a license. The license granted herein does not extend to uses by temporary employees, freelancers or independent contractors using the Font Software.

Warranty and support: Type Salon will, at its sole discretion, either replace the Font Software or refund the Licensing fee in the event the Font Software does not perform substantially in accordance with the Documentation provided that any such claim is submitted within fifteen (15) days of purchase of this License. To submit a claim, you must return a copy of your sales receipt. You expressly acknowledge and agree that use of the Font Software is at your sole risk. The Font Software and related documentation are provided "AS IS" and, except as noted herein, is without warranty of any kind and Type Salon and its affiliated companies Type Salon hereby EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TYPE SALON DOES NOT REPRESENT OR WARRANT THAT THE OPERATION OF THE FONT SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE FONT SOFTWARE IS WITHOUT DEFECTS. THE FONT SOFTWARE IS NOT FAULT-TOLERANT AND IS NOT INTENDED AND WAS NOT DESIGNED OR MANUFACTURED FOR USE IN ANY CIRCUMSTANCES WHERE FAIL-SAFE OPERATION MAY BE REQUIRED. THE FONT SOFTWARE MAY NOT BE USED IN MANUFACTURING, NAVIGATION, AND PROCESS CONTROL EQUIPMENT OR IN ANY OTHER CIRCUMSTANCES WHERE THE USE OR FAILURE OF THE FONT SOFTWARE COULD LEAD TO DEATH, PERSONAL INJURY, PROPERTY DAMAGE OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE. UNDER NO CIRCUMSTANCES SHALL TYPE SALON TYPE FOUNDRY BE LIABLE TO YOU OR ANY OTHER PARTY, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS, SAVINGS OR BUSINESS INTERRUPTION AS A RESULT OF THE USE OF THE FONT SOFTWARE EVEN IF NOTIFIED IN ADVANCE OF SUCH POSSIBILITY. In no event shall any liability of Type Salon exceed the purchase price of the License to the Font Software or replacement of the Font Software, either at Type Salons sole discretion.

Disclaimer of Liability: to the extent permitted by applicable law, Licensor disclaims all liability for indirect, special, consequential, or incidental damages, including any lost profits or lost savings, loss of goodwill, business interruption, work stoppage, loss of data, or computer failure, damage or malfunction, or for any claim by any party, even if licensor has been apprised of the possibility of such damages, and regardless of the theory (including contract, tort, strict liability, negligence or otherwise) upon which such claim is based. In no event shall licensor's total liability to Licensee for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the amount paid by licensee under this agreement. The foregoing limitations will apply even if the above-stated remedy fails of its essential purpose. Licensor and licensee acknowledge and agree that these limitations are an essential element of this agreement and that the price for the licensed software is determined in part by taking into account the existence of these limitations.

Breach of contract: Any breach of the terms and conditions of this Agreement terminates your License to use the fonts. After any termination of the Agreement you must destroy any copies of the Fonts Software, including your archival copies. A breach of the terms of this EULA obligates you to pay a penalty of 4.000 € or, if higher, 50 % of the license fee. You still are obliged to obey to this EULA.

Notice: any notice, approval, request, authorization, direction or other communication under this agreement shall be sufficient if sent by certified mail, addressed to licensor address, or via email at info@type-salon.com.

Rights reserved: This Agreement does not grant to Licensee any right, title or interest in or to the Type Salon, other than the grant of rights expressly provided in this Agreement. All rights not granted by this license are expressly reserved.

Liability: Type Salon's liability is limited to gross negligence and intent, as well as to the amount of the purchased licensing. It is under no account responsible for any lost revenue, time, etc.

### **Contact**

In case of doubt or other question please contact us at any time via e-mail: info@type-salon.com.

# Type Salon

Type Salon, zavod za razvoj pisav in tipografske kulture, Ljubljana Jakčeva ulica 5, 1000 Ljubljana

Founded by Alja Herlah and Krista Likar.

July 2020, version 01