End User License for ROHH Type Foundry

Contains:

- Base License Agreement
- Desktop License
- Webfont License
- App License
- Server License
- EPub (Electronic Publications) License
- Digital Advertising License

ROHH Type Foundry Base Licence Agreement

1. INTRODUCTION. This Agreement, together with your Licence(s) (see Clause 2 below), sets out your rights and obligations, and those of ROHH Type Foundry ("we" or "us") concerning software and fonts which you may agree to license (collectively, "ROHH Type Foundry Products") via our distributor I Love Typography Ltd ("ILT"). By making a purchase on Ilovetypography.com and signifying your agreement to this document, or by downloading, installing or using any ROHH Type Foundry Product, you accept that you are entering into a contract with us on the terms of this Agreement and your Licence(s). Some of the words and phrases used in this Agreement are defined in the Appendix to it below.
2. LICENCES. This Agreement does not itself permit you to use ROHH Type Foundry Products. That use is governed by the individual types of usage you select in the course of ordering ROHH Type Foundry Products, and the specific type of licence that is identified in your order for that usage, and to which you agree in the course of placing your order (each a "Licence").
3. LICENSING. In the course of ordering ROHH Type Foundry Products, you agree to pay our licence fees (the "Fees") as presented on ILT's website. In consideration of the payment of those Fees, we license you to use the relevant (a) font software (the "Software"), and (b) fonts (the "Fonts") in accordance with this Agreement and the relevant Licence(s). Each Licence which we grant to you (a) is non-exclusive, (b) is personal, meaning that it is granted only to the person or entity which initially licenses the ROHH Type Foundry Products from us (as specified on Ilovetypography.com), and may not be shared with or transferred to any other person or entity except with our prior written agreement, © permits the Software and the Fonts to be used only in accordance with all Use Limitations (see Clause 4 below), and (d) for a period of fifty years from the date when you complete your order for the ROHH Type Foundry Products (or, if later, the Commencement Date specified in the relevant Licence), or such shorter or other period as is specified in that Licence.
4. Where you enter agree to license ROHH Type Foundry Products for use by an entity, you undertake that you are entitled to bind that entity to this Agreement and to license ROHH Type Foundry Products on behalf of that entity.
5. USE LIMITATIONS. You must ensure that all use of the ROHH Type Foundry Products conforms to, and does not deviate from, (a) the limits on usage to which you agree in the course of ordering those ROHH Type Foundry Products; and (b) the terms and conditions contained in the relevant Licence, (these are "Use Limitations").

6. INTELLECTUAL PROPERTY. You acknowledge and agree that:
    a. We (or our licensors) own all right, title and interest in and to the Software, including all copyright subsisting in and in relation to it; and
    b. We (or our licensors) own all right, title and interest in and to the Fonts, including all copyright subsisting in and in relation to them. Separately and together, the ROHH Type Foundry Products are protected by copyright under United Kingdom legislation, as well as by international copyright treaties. All rights not expressly granted in this Agreement are reserved to us. We warrant that ROHH Type Foundry Products are our, or our licensors', original work and do not infringe the rights of a third party under United Kingdom law.
7. NO COPYING OR DISTRIBUTION. No copying or distribution of any of the ROHH Type Foundry Products may be made, except as expressly provided in this Agreement; without prejudice to such obligation, you shall ensure that all copies and distributions of ROHH Type Foundry Products include the same copyright and other proprietary notices as appear on the original ROHH Type Foundry Products which we make available. All copies of the ROHH Type Foundry Products must be kept under your exclusive control.
8. NO DECOMPILATION. You may not reverse engineer, decompile or otherwise attempt to discover the source code relating to the ROHH Type Foundry Products, provided, however, that if you are in a member state of the European Community or any other state which grants these rights, you may decompile the Software to the extent required for the purpose of obtaining sufficient information for the purpose of creating an interoperable software program (but only for such purpose and only to the extent that sufficient information is not provided by us to you upon written request).
9. NO MODIFICATION. This license does not permit the creation of any derivative typeface or font, or the conversion, modification or adaptation of any Font or Software;
10. NO COOLING OFF PERIOD. When you license ROHH Type Foundry Products there is no right to cancel your licensing of ROHH Type Foundry Products, or this Agreement and its related Licence(s) during any cooling-off period which is provided for certain purchases by consumers.
11. YOUR DETAILS AND PAYMENT. You undertake to provide accurate and current information about yourself – including your correct name, address and any other requested details - in the course of ordering ROHH Type Foundry Products. If you provide details of a credit, debit or charge card for the payment of Fees, you must ensure that (a) you are fully entitled to use that card, and (b) it has available funds sufficient to cover the charges which are deducted from it. All Fees are, unless otherwise stated, exclusive of VAT or relevant local sales tax (if any) or any relevant local sales taxes, which shall be paid at the rate and in the manner for the time being prescribed by law. The grant of each Licence is conditional upon the receipt by us of the relevant Fees and any applicable VAT or local sales tax.
12. DATA PROTECTION. We will treat the personal data you provide to ILT and to us in accordance with ILT's Privacy Policy.
13. WARRANTY. We warrant that the Software will perform substantially in accordance with its documentation for the thirty (30) day period following the completion of your order for the relevant ROHH Type Foundry Product(s). To make a warranty claim, you must, within that thirty (30) day period, contact ILT Customer Support on support@ilovetypography.com and providing adequate proof that the Software has failed to satisfy the above warranty. If reported during this time ROHH Type Foundry will replace any defective products which are returned to ilovetypography.com. In any event, our entire liability shall be to refund the Fees paid for the relevant ROHH Type Foundry Products, any such refund to be conditional upon you showing to our reasonable satisfaction that the Software and related Fonts have been

irreversibly deleted from all systems to which you have access and are not capable of use. We give no warranty or undertaking that the ROHH Type Foundry Products will be capable of being used in conjunction with any hardware or software other than that specified in our relevant documentation. You are responsible for ensuring that the application you intend to use with the ROHH Type Foundry Products supports the font format in which the Font is supplied; you may need to check with the application's manufacturer on this point. No warranty is given concerning the performance of or results you may obtain by using the ROHH Type Foundry Products.

14. DISCLAIMER AND EXCLUDED LOSS. Your use of the ROHH Type Foundry Products is entirely at your own risk. Neither us nor ILT will be liable to you or any third party for any indirect or consequential loss or damage, or for any loss of data, profit, revenue or business, howsoever caused (whether arising out of any negligence or breach of this Agreement or otherwise). ROHH Type Foundry and ILT will also not be liable for any failure to perform of their obligations under this Agreement caused by matters beyond its reasonable control. We exclude all conditions, terms, representations (other than fraudulent or negligent representations) and warranties relating to the ROHH Type Foundry Products, whether imposed by statute or by operation of law or otherwise, that are not expressly stated in this Agreement, including without limitation, the implied warranties of satisfactory quality and fitness for a particular purpose unless they are incapable of being excluded by law. Any statutory rights you may have as a consumer remain unaffected.

15. MAXIMUM LIABILITY. Without limiting the preceding Clause, the aggregate liability of ROHH Type Foundry (whether arising in negligence or otherwise) will not under any circumstances exceed an amount equal to the Fees paid to us for the relevant ROHH Type Foundry Products, regardless of the cause or form of action.

16. NON-EXCLUDED LIABILITIES. Nothing in this Agreement limits ROHH Type Foundry 's liability for death or personal injury resulting from our negligence, or any other liability which may not by law be excluded. Any statutory rights you may have as a consumer remain unaffected.

17. AUDIT. If we or ILT have reasonable grounds for suspecting that this Agreement or a Licence is being or has been infringed, you acknowledge and agree, both for yourself and any entity which uses ROHH Type Foundry Products, that we or ILT shall be entitled, upon such notice to you as we reasonably deem appropriate, to enter any premises where, and be provided with access to systems through which, ROHH Type Foundry Products are used, in order to determine your and/or such entity's compliance with this Agreement or such Licence.

18. TERMINATION. We shall be entitled to terminate any or all of your Licences by notice sent to the contact email address or postal address you provided upon registering for the ROHH Type Foundry Products, in the event:

    a. of any serious breach of this Agreement (including, without limitation, the non-payment of Fees or any other sum owed to us) or any Licence by you or any entity which uses ROHH Type Foundry Products you license from us; or

    b. that you or any entity which uses ROHH Type Foundry Products ceases to carry on its business or has a liquidator, receiver or administrative receiver appointed to it or over any part of its undertaking or assets, or passes a resolution for its winding up (or its winding up is ordered by a court), or enter into any voluntary arrangement with creditors, or similar in any other jurisdiction. If a Licence is terminated, you (and such entity) must destroy the original and any and all copies of the relevant ROHH Type Foundry Products, and (where so requested by us) provide us with such evidence as we may require to show conformity with this requirement.

19. ASSIGNMENT. We reserve the right to assign this Agreement and each Licence, and to assign or subcontract any or all of our rights and obligations under this Agreement and any Licence. You may not without the written consent of ROHH Type Foundry assign or dispose of this Agreement, or the licence granted under this Agreement or any Licence.
20. ENTIRE AGREEMENT. This Agreement and each Licence contains your entire agreement with us relating to ROHH Type Foundry Products. It replaces all earlier agreements and understandings with you relating to those ROHH Type Foundry Products, except for any fraud or fraudulent representation by either of us.
21. SEVERABILITY. In the event that any term of this Agreement or any Licence is held to be invalid or unenforceable by judicial decree or decision, the remainder of this Agreement shall remain valid and enforceable.
22. LAW. This Agreement any each Licence shall be governed by and construed in accordance with the laws of England and Wales.
23. KEEPING THIS AGREEMENT. We don't separately file the individual Agreements and Licences entered into. Please make a durable copy of this Agreement and each of your Licences by printing and/or saving a downloaded copy on your own computer. They are offered only in English.
24. CONTACT. In order to correspond with us please contact ILT Customer Support on support@ilovetypography.com and they will inform us of your query.

Desktop Licence

This is a Licence under the ROHH Type Foundry Base Licence Agreement (the "Agreement"). Terms used in this Licence have the meaning given to them in the Agreement and in the Appendix below.

1. In consideration of the payment of the Fees, and subject to the limitations below, we license you to use the Font and its related Software:
    a. install and use the Fonts on electronic devices, owned or controlled by you;
    b. create materials with the font software, provided that the Font itself (i.e. the font software code) is not embedded in such materials, and to distribute such materials with the exception of broadcasting;
    c. embed the font software in non-commercial electronic documents, as long as the electronic document is distributed in a secure format that does not permit the extraction of the font software. An electronic document is deemed a commercial document if you distribute it for a fee or other direct or indirect consideration; and
    d. embed the font software in any electronic document solely to provide such document to a commercial printer or service bureau in a non-editable format;
    e. make back-up copies of the font software for archival purposes only, provided that you retain exclusive custody and control over such copies.
2. This Licence is limited to the Maximum Usage.
3. You agree that there must be no more than the following:
    a. up to, but no more than, that Maximum Usage by users who have access to the Fonts,
    b. no more than that Maximum Usage by users making any use of the Software or the Fonts at any time, whether by means of a centrally-held copy or otherwise.
4. This Licence does not permit you to use or allow the use of Software or any Font in any of the following ways (unless you have entered into a separate Licence from ROHH Type Foundry authorising you to do so):
    a. so that it may be accessed through a server or similar to edit, render or display content
    b. in an Electronic Publication
    c. in an App Product, or a physical Product such as an eReader
    d. in a Commercial Product
    e. in TV broadcasting
    f. to render and display web content as live searchable or selectable text
    g. to make a font available to or distribute it to any device or entity that is not licensed to use the font, or otherwise share use with another entity;
    h. to embed a sub-set of a font, its outlines or a rasterised image in a Product such that any element of the Software may be repurposed;
    i. to embed a font in a Product where information can be updated and displayed using the font;
    j. to use a Font in connection with font replacement technologies;
    k. to embed a Font in any Adobe Flash (SWF) based, or similar or related technologies;
    l. to make any work that is derivative of a Font, Font image or the Software; or
    m. make embedded use of any Font or Software on the internet or modify or convert it into any format that permits embedding or font linking.

Webfont Licence

This is a Licence under the ROHH Type Foundry Base Licence Agreement (the "Agreement"). Terms used in this Licence have the meaning given to them in the Agreement and in the Appendix below.

1. In consideration of the payment of the Fees, and subject to the limitations below, we license you to use the Font and its related Software to render and display website content by means of the CSS@font-face mechanism only.
2. Your licence is limited to
    a. your Web Domains;
    b. (b) the Maximum Page Views.
3. If the Maximum Page Views per month is (or is to be) exceeded for three consecutive months, you must increase in the level of Maximum Page Views. The use of the Font or Software in connection with page views which exceed the Maximum Page Views is not licensed under, and constitutes a breach of, this Licence and the Agreement.
4. This Licence covers a Web Domains owned by the individual or company named on the license only. You must be entitled to use the Font and Software in relation to these Web Domains. Use of the Font and Software solely
    a. for the purpose of developing these Web Domains, and
    b. on sub-domains of the Web Domains, is permitted.
    5. Note that the Font and/or its Software will typically be stamped to indicate the Web Domain and that you are the licensee of the Font and its Software.
6. ILT and ROHH Type Foundry reserves the right to request, and you hereby agree to provide reasonably promptly, an accurate report of your page view counts. You must ensure that page views are recorded by an appropriate method.
7. Any process, technique or device such as hot-linking, re-serving or re-directing that allows access to and/or use of the Font or Software by any person or entity which is not licensed by ROHH Type Foundry is strictly prohibited. If you are using the Font or Software in relation to the creation of a third party website you or the third party must enter into appropriate agreements with ROHH Type Foundry to license such use (the third party organisation or individual should be named at point of purchase).
8. You must take all reasonable steps to provide security against unlicensed use of or access to the Font and Software.
9. This Licence:
    a. does not permit embedding, including in PDF and EPUB formats;
    b. does not permit the inclusion of any Font or Software in a mobile or other application, including iOS, Windows Mobile or Android applications;
    c. does not permit making available of a Font or Software in such a way that any part of the Font's outline or the Software may be extracted or edited; and
    d. save as expressly provided in this Licence, does not permit editable use of the Font, such as in templates or for use in the creation of customisable designs or products

App Licence

This is a Licence under the ROHH Type Foundry Base Licence Agreement (the "Agreement"). Terms used in this Licence have the meaning given to them in the Agreement and in the Appendix below.

1. In consideration of the payment of the Fees, and subject to the limitations below, we license you to use the Font and its related Software to embed the Font as outline data to display text in the Licensed App for distribution in view and print form only. Use of the Font and Software for the purpose of developing the Licensed App is permitted, provided that where any third party is involved in that development, the third party enters into an appropriate agreement with ROHH Type Foundry to license such use.
2. This Licence covers a single App, namely the Licensed App, only. A separate licence from ROHH Type Foundry is required for use of the Font or its related Software in relation to any App other than the Licensed App.
3. You must control, or be entitled to use the Font and Software in relation to, the Licensed App.
4. The Licensed App must use, access and present the Font and its Software exclusively within the context of the Licensed App itself, and must not be available or accessible to the operating system of any device (including the operating system of the device upon which the Licensed App appears). For example, but without limitation, if the Licensed App calls the Font from an external device, such as a website or server, then you must obtain a separate appropriate Licence from us that permits this.
5. Any process, technique or device such as hot-linking, re-serving or re-directing that allows access to and/or use of the Font or Software by any person or entity which is not licensed by ROHH Type Foundry is strictly prohibited.
6. You must take all reasonable steps to provide security against unlicensed use of or access to the Font and Software.
7. This Licence:
    a. does not permit embedding or making available of a Font or Software – in the Licensed App or otherwise – in such a way that any part of the Font's outline, or the Software, may be extracted or edited;
    b. save as expressly provided in this Licence, does not permit editable use of the Font, such as in templates or for use in the creation of customisable designs or products;
    c. does not permit the use of the Font in connection with embedding in, or the generation or distribution of, files (such as, without limitation, PDF and EPUB files); and
    d. does not permit the use of the Font for artworking, that is the generation of works that include any image of the Font other than within the confines of the Licensed App itself;
    e. does not permit the Licensed App to make the Font available to anything (whether tangible or intangible, hardware or software) extraneous to the Licensed App (such as, without limitation, the operating system of any device);
    f. does not permit you to use or allow the use of any Font so that it may be accessed through a server or similar to edit, render or display content – a separate Licence is required to permit this.

Server License

This is a Licence under the ROHH Type Foundry Base Licence Agreement (the "Agreement"). Terms used in this Licence have the meaning given to them in the Agreement and in the Appendix below.

1. In consideration of the payment of the Fees, and subject to the limitations below, we grant you a non-exclusive, non-transferable license to use the Font and its related Software to operate its font software on a server and used by remote users or automated processes to create items. For example, PDF receipts, business cards, pictures with captions, and personalized t-shirts. Users may not download the font file itself, or use it outside of the service.
2. There are two types of server license:
    a. Internal – where only employees (including contractors) can interact with the licensed fonts stored on the server
    b. External – where external clients and 3rd parties can interact with the licensed fonts stored on the sever. For example, online gift personalisation sites.
3. The Font can't be used in SAAS, where the service is the product rather than the item that is created. A Server license is based on the number of servers on which the font is installed. Development servers don't count towards this. You agree not to duplicate, reproduce, sell, transfer, license, or otherwise distribute the Fonts in any form, except as provided herein. You agree not to decompile, modify, reformat, translate, reverse-engineer or otherwise discover the source code of the Fonts. You agree not to make, or authorize or commission others to make, any additions, deletions or modifications to the font software. You agree not to alter the copyright notices as contained in the font software.
4. This Licence is limited to the Maximum Usage. You undertake that all devices are owned by the individual or organisation defined at point of purchase (and not by any other person or entity).
5. You agree that the Fonts must be installed on no more than the Maximum Usage number of server CPU cores at any time.
6. This Licence does not permit you to use or allow the use of Software or any Font in any of the following ways (unless you have entered into a separate Licence from ROHH Type Foundry authorising you to do so):
    a. in an Electronic Publication
    b. in an App Product, or a physical Product such as an eReader
    c. in a Commercial Product
    d. to render and display web content as live searchable or selectable text
    e. to use a Font in connection with font replacement technologies;
    f. to embed a Font in any Adobe Flash (SWF) based, or similar or related technologies;
    g. to make any work that is derivative of a Font, Font image or the Software; or
    h. make embedded use of any Font or Software on the internet, or modify or convert it into any format that permits embedding or font linking.

EPub (Electronic Publications) License

This is a Licence under the ROHH Type Foundry Base Licence Agreement (the "Agreement"). Terms used in this Licence have the meaning given to them in the Agreement and in the Appendix below.

1. In consideration of the payment of the Fees, and subject to the limitations below, we grant you a non-exclusive, non-transferable license to use the Font and its related Software to embed its font software into electronic publications, including commercial products. This must be done in a secure manner to prevent the fonts being accessed outside of the licensed Electronic Publication.
2. Your licence is limited to Maximum number of Electronic Publication titles. To make sure this is clear; each issue is considered to be a new title, but variations based on region are not (they fall under the same title).
3. The use of the Font or Software in connection with titles over and above the volume that has been licensed, is not licensed under, and constitutes a breach of, this Licence and the Agreement.
4. This Licence:
    a. does not permit embedding or making available of a Font or Software – in the Electronic Publication or otherwise – in such a way that any part of the Font's image or outline, or the Software, may be extracted or edited;
    b. save as expressly provided in this Licence, does not permit editable use of the Font, such as in templates or for use in the creation of customisable designs or products;
    c. does not permit you to use or allow the use of any Font so that it may be accessed through a server or similar to edit, render or display content – a separate Licence is required to permit this.

Digital Advertising License

This is a Licence under the ROHH Type Foundry Base Licence Agreement (the “Agreement”). Terms used in this Licence have the meaning given to them in the Agreement and in the Appendix below.

1. In consideration of the payment of the Fees, and subject to the limitations below, we grant you a non-exclusive, non-transferable license to use the Font and its related Software to use the licensed webfonts to create Digital Advertisements, including allowing third parties to create Digital Advertisements on your behalf.
2. As part of this process, you may also install the Web Fonts on a server that is owned by you or a third party hosting service, as long as you have a written agreement in place to ensure the protection of the Web Fonts (only for the purpose of Digital Advertising). You may also embed the Web Fonts in Base-64 encoded format into Digital Advertisements and publish such Digital Advertisements on Output Devices.
3. You are responsible for all acts and omissions of any third party with regards to their Use of the Web Fonts.
4. You may use the Web Fonts in a software tool or workflow where an outline representation of the glyphs of the Web Fonts is created, and use a software tool to output a Subset of the Web Fonts.
5. Your licence is limited to the Maximum Advertising Impressions per annum.
6. The use of the Font or Software in connection with any volume of impressions over and above the volume that has been licensed, is not licensed under, and constitutes a breach of, this Licence and the Agreement.

APPENDIX

In this Agreement:

a) "entity" includes any incorporated or unincorporated entity or person, whether a company, corporation, partnership, association, or other.

b) "font" includes typeface, bitmap and any technology resulting in a representation thereof; and references to fonts include sub-sets of them;

c) "use" means (i) in relation to the Software, to be accessible in connection with the use of any of the Fonts, and (ii) in relation to the Fonts, to be accessible for the inclusion or replication of any of the Fonts in any part of a work, in any medium;
"you" means (i) the person who enters into this Agreement, and (ii) where this Agreement is entered into on behalf of an entity, that entity.

d) "App Product" means a Product in which Software is securely embedded to allow the Product content to be edited, rendered or displayed; non-exclusive examples include software Products such as mobile apps;

e) "Commercial Product" means a tangible Product which substantially relies on a Font for its commercial value; examples include where the Font image (i) may be repurposed by an end-user of it, such as a rubber stamp or an adhesive alphabet, or (ii) may not be repurposed by its end-user, but a principal characteristic of the Product is the display of a sub-set of a Font or its attributes (this limitation applies to but is not limited to Non-Fungible Tokens);

f) "Electronic Publication" means a file that includes a Font as a rasterised image or as outline data to display the text of a publication that is, or is intended to be, distributed, such as (without limitation) an electronic book, magazine or newspaper;

g) "Font" is the Font identified in your order for ROHH Type Foundry Products

h) "Maximum Usage" means the maximum number of users/pageviews/downloads/titles/servers identified in your order for ROHH Type Foundry Products

i) "Product" includes tangible and intangible goods and services (such as, without limitation, software applications).

j) "Domain" is a connected group of related web pages which form an entity and which are organized under a particular domain name (including its sub-domains). By way of example, the sub-domains of www.example.com would include mail.example.com;

k) "page view" is a request to load a page that references the Font or the Software via the CSS @font-face mechanism, for which purpose a "page" includes, without limitation, a web page or a despatched HTML email;

l) "Related Domain" is a Domain that is owned by and registered to you and is of the same business as the Web Domain. By way of example, if your Web Domain is www.example.com, and www.example.co.uk is registered to you and is used by you for the same business www.example.com, then www.example.co.uk is a Related Domain; and

m) "Web Domain" is the Domain identified in your order for ROHH Type Foundry Products

n) "App" is a mobile application that (i) is installed on or downloaded to a person's mobile device or tablet; and (ii) is built to run natively on mobile operating systems, including but not limited to iOS, Android, and Windows Mobile;

o) "Licensed App" is the App identified in your order for ROHH Type Foundry Products