

# End User License Agreement (EULA)

## INTRODUCTION

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The number of websites onto which the Licensee may install the Font(s), and the number of visitors these website(s) may serve, is dependent on the license purchased and referenced on the Licensee’s invoice. In the case of an increase in visitor and view numbers, the license must be updated on an annual basis. In the case of the closure of a website, the Font(s) and/or the license to use the Font(s) cannot be transferred.

License metrics are views per month. The Font(s) for a web license are provided in WOFF format and must be self-hosted on the Licensee’s server(s).

Webfonts have to be acquired as such and cannot be generated from Desktop fonts or other files. They cannot be used for any purpose other than that defined by the license.

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License Owner is the end client for who the typeface is in use – not the commissioned designer or agency. The Desktop License is calculated based on the total number of work stations it is to be installed on, which is referenced on the Licensee’s invoice. If this number changes as a result of the company growing in size, the license must be updated. In the case of the closure or merging of business entities, the license and the Font(s) cannot be transferred.

All licensed work-stations must legally belong to one business entity. If the business entity employs any third party design agencies or self-employed or temporarily-employed freelancers, a separate license is necessary for those parties.

The Font(s) are provided in OTF format and may be used for print, desktop publishing and for social media-channels like Instagram and Facebook. The Licensee can make security copies of the Font(s) as long as they remain inaccessible to external parties.

When embedded in production files, a copy of the Font(s) may be shared with pre-press and printing entities. If any of these external entities manipulate texts using Approximate Type Font(s), an individual license is necessary for those parties. The Font(s) may be embedded into public PDF files as vector outlines.

Desktop fonts must not be used to generate webfonts.

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This license allows for any kind of broadcasting with the typeface (streaming, type on screens, advertising, video clips, tv or cinema). The number of film or episode titles in which the Licensee may use the Font(s), the geographic territory in which these film or episode titles may be streamed or broadcast, the duration for which these film or episode titles may be streamed or broadcast, and the number of viewers who may receive or stream these film or episode titles, is dependent on the license purchased and referenced on the Licensee's invoice. In the case of territory extension or additional film or episode titles, the license has to be updated. A broadcasting/streaming license and the Font(s) cannot be transferred.

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A Broadcasting License is an annual and automatically renewing fee. In case of discontinuation, the license has to be canceled by the Licensee one month prior to the end of the 1 year term.

## 2E TRIAL FONT(S) LICENSE

Trial Font(s) may be installed on an unlimited number of work stations for an unlimited time. Trial Font(s) must be used for test purposes and internal, non-commercial, or educational projects only. Trial Font(s) are provided in OTF format only and may be used offline only.

## 2G CORPORATE LICENSE

A Corporate License combines Desktop, Web, and App licenses and allows the installation of the Font(s) onto an unlimited number of work stations, the installation of the Font(s) onto a website serving an unlimited number of visitors, and the embedding of the Font(s) into an App/eBook serving an unlimited number of users/readers.

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The Licensee will need an extended and customized Desktop License if the Licensee is using the Font(s) in a logo and the yearly net profit of the Licensee's organization exceeds EUR 5 million or if the Licensee is using the Font(s) on the Licensee's organization's social media channels (i.e. Instagram, Snapchat, Facebook) and the channels in which the Font(s) is being used have more than 100.000 followers combined. For acquiring an extended and customized license please contact Approximate Type for more information.

## GENERAL

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The Licensee agrees that Font(s), its design, structure, organisation, encoding, and all its copies are owned by and valuable property of Approximate Type and protected under Danish law, by the copyright and trademark laws of other countries and international treaties.

The Fonts are not warranted to operate on all computer operating systems. Approximate Type is not responsible for operating system errors or inoperability faults.

### 5 TERMINATION

Any breach of this agreement immediately voids and annuls the complete license and any usage right of the Font(s) with immediate effect.

In the event of termination, all Fonts and back-up copies must be deleted; this act has to be documented/assured upon request of Approximate Type.

### 6 CONFIDENTIALITY

The Licensee is obliged to undertake all steps to prevent unauthorised access to the Font(s) and its copies. If the Licensee grants employees or representatives access to the Font software, the Licensee is required to inform them of this EULA.

## 7 FINAL PROVISIONS

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This license agreement cannot be amended without written permission of Approximate Type. Any amendment will be supervised by Approximate Type's attorney; attorney fees are at the expense of the Licensee.

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Any violation of this license entitles Approximate Type to payment by the Licensee of all costs incurred by it, to investigate and address the violation, enforce the license and/or finalise a settlement, including reasonable investigators' and attorneys' fees.

The invalidity or inoperativeness of one or more provisions of this contract does not affect the validity of the rest of the contract and the remaining other provisions shall thereby remain unaffected. An invalid provision shall be replaced by a provision that is permitted by law and which approaches the invalid provision and economic interests intended by the parties.

## 8 EULA & COPYRIGHTING

Approximate Type expressly reserves the right to amend and modify this EULA at any time and without obligation of prior notification.