

# End User License Agreement (EULA)

## INTRODUCTION

- 1 This is an agreement between the Licensee and Approximate Type. By requesting, or receiving, or downloading, or installing, or using, or otherwise handling the digital typeface software – hereafter “Font(s)” – the Licensee accepts the terms of this agreement. In accepting the terms of this agreement, the Licensee acknowledges to understand and comply with its terms. This agreement replaces and supersedes any previously made oral or written proposal or agreement between the Licensee and Approximate Type. If the Licensee does not accept the terms, the Licensee cannot download or request or use the Approximate Type Font(s).

## LICENSE TYPES

### 2A WEB LICENSE

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).

Web-Fonts have to be acquired as such and cannot be generated from print-Fonts or other files. They cannot be used for any purpose other than that defined by the license.

### 2B PRINT LICENSE

License Owner is the end client for who the typeface is in use – not the commissioned designer or agency. The Print 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 parties 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 offline only. 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.

Print-Font(s) must not be used to generate web-Font(s).

## 2C APP LICENSE

The number of Apps into which the Licensee may embed the Font(s), and the number of users/readers these App/eBook files may serve, depends on the license purchased and referenced on the Licensee's invoice. In the case of an increase in users/readers, the license must be updated. In the case of the termination of a title, the Font(s) and the license cannot be transferred. The Font(s) are provided in OTF format and may be embedded into the App.

## 2D BROADCASTING/STREAMING LICENSE

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.

Broadcasting Fonts are provided in OTF format and may be used offline only.

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 purpose(s) and internal, non-commercial, or educational projects only. Trial Font(s) are provided in OTF format only and may be used offline only.

## 2F PRINT LICENSES FOR EDUCATIONAL INSTITUTIONS

Print Font(s) for educational institutions may be installed on all institutional workstations and distributed to the institution's students.

Print Font(s) for educational institutions must be used for non-commercial projects only.

Students must delete print Font(s) for educational institutions on graduating from the licensed institution.

When projects leave an educational context, licenses must be updated and the Font(s) must be licensed.

## 2G CORPORATE LICENSE

A corporate license combines Print, Web, and App/eBook licenses and allows the installation of the print 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.

A corporate license does not include a Broadcasting/Streaming License.

## 2H LOGO AND SOCIAL MEDIA LICENSE

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

### 3 LIMITATIONS/PERMISSIONS

Font(s) created by Approximate Type, including Custom Typefaces, and all their constituents must not be amended, regenerated, or reformatted in any way. Any rights, including but not limited to copyrights and trademarks, remain with Approximate Type.

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Any expansion or derivatives of Font(s) created by Approximate Type must be done or authorised by Approximate Type.

### 4 WARRANTY/LIABILITY

Approximate Type guarantees its Font(s) to be free of defect for fourteen (14) days upon purchase. Claims must include receipt and documentation of the defect. Refunds are granted only when software defects cannot be resolved by Approximate Type. Any refund immediately terminates the Licensee's right to use the Font(s).

Any use of Approximate Type Font(s) that may result in harm, death, injury, property or environmental damages is not permitted.

In no event is Approximate Type liable for any loss or damages caused by the use of their Font(s), including lost profits, lost data, lost business opportunities, or lost savings.

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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

This EULA represents the complete agreement between the parties; all verbal communications and prior communications regarding the application of the licensed Font(s) are not valid or effective. Any and all rights not expressly granted in this agreement are reserved to Approximate Type.

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.

All disputes arising from this agreement are exclusive subject of Danish law. The rights and obligations of the parties arising from this contract are based on Danish law as it relates to contracts made in Denmark and fully performed therein. The conflict of law provisions of Denmark nor the conflict of law provisions of any other jurisdiction do not apply. The Licensee expressly consents to the jurisdiction of the Danish courts over any dispute arising out of this agreement, even if the breach of contractual rights takes place in a foreign country. All legal fees arising from a dispute over or breach of this agreement are to be covered by the Licensee; the Licensee will reimburse Approximate Type for any legal fees arising from a dispute over violations of this EULA.

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

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