COLOPHON FOUNDRY

BROADCAST END USER LICENSE AGREEMENT

V1.003 (10.23)

SECTION A
THE PARTIES

This agreement is between you, the user,

("You" or the "Licensee")

AND

AS & EH Partnership LTD DBA Colophon Foundry

 ("Colophon")

AS & EH Partnership LTD is a registered company in England and Wales.

COMPANY NUMBER	8402407
VAT NUMBER	GB-131-5426-45

whose registered office is at:

ADDRESS	16A Crane Grove
	London
	N7 8NN
	United Kingdom

By downloading and installing the Font Software distributed by Colophon, you automatically agree and are bound under jurisdiction and courts of England and Wales to the terms below:

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SECTION B
GENERAL TERMS

B-01 → ACKNOWLEDGEMENT

You acknowledge you have fully read and understood all terms within this agreement. This document supersedes any other or previous agreement, oral or written, between Colophon and the Licensee. No variation of this agreement will be accepted, other than a written exception created by the Colophon.

Colophon reserves the right to modify or amend this agreement / End User License Agreement (EULA) in any way what-so-ever, at any time and without notice given.

B-02 → IP OWNERSHIP

You acknowledge that Font Software together with any other intellectual property or document licensed under this EULA (Licensed IP) belong to AS & EH Partnership LTD and their licensors. This EULA will not result in the transfer of ownership to the Licensee of any intellectual property rights and you acknowledge that you have no rights in, or to the Licensed IP, other than the right to use them in accordance with this EULA.

You acknowledge that you have no right to have access to the Licensed IP licensed under this EULA in source code form.

B-03 → NO LEASE, SUBLICENSING, ETC

The Licensee may NOT sell, lease, sublicense, or otherwise deal, assign or transfer any rights, duties or obligations under this agreement, in whole or in part, to any person, or third-party, including but without limitation by merger. Any breach of this will result in immediate termination of the EULA and you will be required to delete all copies, or destroy all materials (in any and every medium, digital or physical) that contain the materials or rights licenced under this EULA, including the Licensed IP.

AS & EH Partnership LTD license the Licensed IP for internal use by the Licensee's business only and the Licensee agrees not to use the Licensed IP for any resale purpose.

B-04 → FEES

Upon full payment of the appropriate licence fee received by Colophon, you will become a licensed user. All fees / costs will NOT include the following — gross receipts, excise, import, export, value added or similar taxes. The Licensee is responsible for paying any applicable and / or additional fees or costs in addition to the licence fee.

B-05 → NO MODIFICATIONS

Re-naming and / or adapting and / or modifying characteristics and / or drawings and / or reverse engineering and / or dissembling and / or decompiling and / or changing the font format to that of the supplied variant and / or Licensed IP, is strictly prohibited. You also hereby agree NOT to transmit any electronic document or software to any party / parties that intends to edit, transform, alter, enhance, merge, combine or otherwise modify or remove the Licensed IP from any document or documents. Any modifications of our Licensed IP is strictly prohibited. All and any modifications made to the Licensed IP must be exclusively made by Colophon ONLY. Please contact Colophon directly to discuss your requirements.

B-06 → REFUNDS

Colophon DOES NOT give refunds, all sales are final, unless proven that the files are defective, after a period of exhaustive technical support and evaluation.

B-07 → LICENSE NON-TRANSFERABLE

All licenses are non-transferable, and are only granted to the named Licensee at point of entering into this EULA. This means you may NOT transfer or sub-license the license (and the respective Licensed IP) to any other parties and / or clients and / or affiliates and / or entities and / or collaborators.

Any additional party / parties utilising the Licensed IP must license appropriately before installing or using any Licensed IP.

Colophon allows users to purchase a licence to use Licensed IP on behalf of clients, collaborators, businesses and affiliates, but each entity must have their own license under the required usage and tiers.

B-08 → A SINGULAR ORGANISATION

The license is purchased for use within a singular organisation or entity or person or individual. Multi-user licenses purchased can be utilised across multiple locations as required, but these individuals must work for a singular organisation or company or entity.

The license is valid for only 1 (one) company, for example a Limited (LTD), Inc GmbH, PTY, PLC, CIA, Corp., LLC, S.A., ApS, ASA or equivalent recognised company title / suffix within your relevant jurisdiction.

B-09 → VIRUSES

Although Colophon has taken reasonable steps to ensure the Licensed IP contains no viruses or malware, in no circumstance what-so- ever does Colophon take responsibility for damage caused to a user's hardware, software or a loss of income that may have occurred as a

result. All Licensed IP installed is done so at the Licensee's risk and Colophon, will NOT be held responsible.

The Licensee acknowledges that the Licensed IP has not been developed to meet the individual needs or requirements of the Licensee, including in particular cyber security requirements, and it is therefore the Licensee's responsibility to ensure the Licensed IP meets its requirements.

B-10 → LICENSE RESTRICTIONS

It is the sole responsibility of the designated Licensee to ensure all license restrictions, extents and limitations are communicated within their own organization, entity or business. Limitations to number of users, page views per month, weights and styles or license length must be documented and communicated.

B-11 → JURISDICTION

This agreement and all relations, disputes, claims and other matters arising hereunder (including non-contractual disputes or claims) shall be governed exclusively by, and construed exclusively in accordance with, the laws of England and Wales, without regard to its conflicts of law provisions. The courts located in England and Wales shall have exclusive jurisdiction to adjudicate any dispute or claim arising out of or relating to this agreement (including non-contractual disputes or claims). Each party hereby consents to the jurisdiction of such courts and agrees NOT to assert the defenses of lack of personal jurisdiction, improper venue or forum non conveniens in any such action brought under such court.

B-12 → MAJOR BREACH OF LICENSE

Material breach of any of these terms will result in Colophon having the right to terminate the EULA immediately on notice, and in such case, Colophon will revoke the license for the Licensed IP without refund. After termination, you must destroy all copies, including backup or archival copies on external media (E.G. an external hard drive utilised for backups).

If you continue to use the Licensed IP following notice of termination, you will pay the appropriate licences fees in full (in GBP Sterling £) for the usage.

You must pay such sums within 7 (seven) days, and pass any information that Colophon Foundry requires, such as, but NOT limited to Google Analytics information on page views per month, application (iOS, Android and other platforms) downloads and number of users utilising the Licensed IP on computers and / or devices.

Colophon reserves the right to charge as it sees fit for time, expenses and legal work undertaken.

B-13 → MINOR BREACH OF LICENSE

When purchasing the license of the Licensed IP, Colophon trusts the user or Licensee to truthfully present the usage (installation on number of computers, page views per month or application downloads) to Colophon Foundry and purchase the appropriate licensing for their required usage.

The Licensee must also ensure that the tiers are not breached in respect to those licensed for the Licensed IP. If the tiers and limitations of the license are breached, Licensee's are advised to pre-emptively purchase an upgraded license from Colophon. This can be done by contacting Colophon directly.

Colophon occasionally contact companies or brands that are believed to have exceeded these quotas, and Colophon reserves the right to do so, as part of our responsibility to the guardianship of our Intellectual Property assets.

If it is found that the Licensee has breached the terms of usage quotas of their license, the Licensee agrees to correct the breach, by purchasing the correct and required license, within 7 (seven) days of written communication via email or post.

If the breach is NOT corrected then Colophon reserves the right to terminate the rights granted under this EULA, and force the Licensee to ensure that all materials (print, digital, application, broadcasting, physical) in its possession and / or control to be destroyed within 14 (fourteen) days.

B-14 → WARRANTY

Colophon warrants that the Licensed IP will work for 30 (thirty) days after purchase. Such warranty shall not apply in the event the defect arises as a result of the Licensee's unauthorised modification to the Licensed IP or from the Licensee's breach of this EULA.

The Licensed IP is engineered to be of the highest compatibility with external software, however Colophon cannot give any guarantee around the compliance and on-going compliance of external hardware and software manufacturers.

Colophon also cannot guarantee the Licensed IP is error free, and take no responsibility or liability for the potential errors present in any Licensed IP licensed or distributed by Colophon. Please ensure you are using the latest versions of our Licensed IP at all times, that has been downloaded from Official Channels.

B-15 → PROOF OF LICENSING

Colophon reserves the right to ask you for a copy / proof of this license at any time. Please ensure you retain copies of all receipts (in form of the

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purchase email, which is automatically created upon the completion of the transaction) for licenses you have purchased.

B-16 → VAT (VALUE ADDED TAX)

AS & EH Partnership Ltd is a VAT registered company in the United Kingdom. This means, if you are in the United Kingdom, Colophon will charge the prevailing VAT rate to all applicable purchases. If you are in the European Union, by entering your VAT number on our e-commerce platform, or presenting your VAT upon purchase via manual invoice and bank transfer, you can avoid the VAT charge. If you do NOT hold a VAT number and live within the EU, your location's prevailing rate will be charged on your purchase. If you are outside the EU then VAT is NOT applied / charged on purchases.

Bound publications, and in our case books, are exempt from VAT charges across all locations.

Please contact us if you have any VAT or tax related queries.

B-17 → PURCHASING CURRENCY

As a UK registered limited company, Colophon operates in Great British Pound Sterling (£ GBP). All transactions through our e-commerce platform will be completed in this currency.

Colophon is happy to accept transactions in United States Dollars ($ USD) and have a specific nominated United States Dollars bank account ($ USD). Please contact Colophon directly for further information.

B-18 → USAGE OF THE WORD «INCLUDING»

The usage of the world including throughout the agreement, does NOT limit the binding agreement to the listed mediums / usages or set limitations defined in this agreement, and is at the discretion of AS & EH Partnership Ltd.

B-19 → USAGE OF CF-CREATOR®

Although all Colophon Font Software are available within the CF-Creator®, some features, glyphs and characters may not be available or render as expected. Colophon reserves the right to withdraw certain features without notice from its library. All previously licensed Custom Font Software utilising CF-Creator® will be unaffected from such withdrawals or changes without notice.

B-20 → LIMITATION OF LIABILITY

Colophon shall not in any circumstances be liable to the Licensee for any losses which may be suffered by the Licensee, or any person claiming in connect with the Licensee, whether the same arise in contract, tort (including negligence) or otherwise howsoever, which fall within any of

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the following categories:

• Loss of profits;
• Loss of anticipated savings;
• Loss of business opportunity;
• Loss of goodwill;
• Loss or corruption of data;
• Loss of use (in each case whether direct or indirect);
• Special, indirect, incidental or consequential loss or damages, even if Colophon were aware of the circumstances

The total liability of Colophon, whether in contract, warranty, tort (including negligence), product liability, any other form of liability or otherwise and whether under or in connection with this Agreement or any collateral agreement, arising out of this Agreement (including the use of or inability to use the Licensed IP) shall in no circumstances exceed the combined total of Fees paid under the EULA in the twelve (12) month period immediately prior to the claim.

The Licensee agrees that, in entering into this EULA, the Licensee did not rely on any representations (whether written or oral) of any kind or of any person other than those expressly set out in this EULA or (if Licensee did rely on any representations, whether written or oral, not expressly set out in this EULA) that Licensee shall have no remedy in respect of such representations and (in either case) Colophon shall have
no liability in any circumstances otherwise than in accordance with the express terms of this EULA.

The exclusions shall apply to the fullest extent permissible at law, but Colophon does not exclude liability for:

• Death or personal injury caused by negligence by Colophon, its officers, employees, contractors or agents;
• Fraud or fraudulent misrepresentation;
• Any other liability which may not be excluded by law.
• Fraud or fraudulent misrepresentation;
• Any other liability which may not be excluded by law.

B-21 → USAGE OF CF-CREATOR

Although all Colophon Font Software are available within the CF-Creator®, some features, glyphs and characters may not be available or rendered as expected. Colophon reserves the right to withdraw certain features of the CF-Creator® without notice from its library. All previously licensed Custom Font Software utilizing CF-Creator® will be unaffected from such withdrawals or changes without notice.

B-22 → AUTHORIZED TOOLS

All rendered outputs, in all formats, from Authorized Tools including font software derivatives, adaptations and modifications, in whole or in part, will remain wholly bound by the license agreements that are applicable to the usage of the Licensed IP by you.

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SECTION C
APPLICATION EULA TERMS

C-01 → LICENSE FOR BROADCASTING LOCATION

Each Broadcast License enables the Licensee to utilise the Font Software within broadcasting applications, such as video and moving image, that are being publicly transmitted through screen-based media (E.G. digital signage screens, TV advertising, cinema advertising, hoarding, digital billboards).

The license is measured on the number of continents the Font Software will be broadcast to.

The Broadcast License excludes usage on social media platforms (such as, but not limited to Instagram, YouTube, Pinterest, Twitter and Vimeo). Social media usage is covered under the Desktop License.

C-02 → TELEVISION, CINEMA & TRANSMISSION MEDIUMS

Public viewing and / or gallery and / or screening performance and / or within a cinema and / or cable television and / or television and / or trade show and / or exposition and / or public screen based environment is considered broadcast usage and therefore requires a Broadcast License.

C-03 → SUPPLIED FILE FORMATS

The supplied Font Software in .OTF may NOT be utilised to create bitmap or vector or rasterized images in any formats, such as but not limited to .JPG, .PNG & .GIF or be embedded via the @font-face mechanism on a website platform or web-based environment.

C-04 → SUPPLIED FILE NAMING

Broadcast Font Software is supplied in the following format:

fontname-fontweight.xxx

The Licensee agrees NOT to change this file naming structure. The naming schema supplied is kebab- and CamelCase, with each weight / style being capitalised. The suffix should NOT be removed. Only CamelCasing can be removed if absolutely required.

E.G. apercu-regularitalic.ttf

OR

E.G. Apercu-RegularItalic.ttf

C-05 → FONT SOFTWARE PROTECTION

As a Licensee you agree to take every reasonable attempt to protect Licensed IP from hotlinking, re-serving or access from unlicensed parties / crawlers / automated scripts.

C-06 → PERPETUAL TERM

The Broadcast License is perpetual (but revocable). Broadcast usage must stay within their licensed tiers to remain active.

C-07 → EMBEDDING IN ANY OTHER SOFTWARE

The embedding of the Font Software in other software or devices, other than the outlined usage within this license for broadcasting requirements, is NOT permitted under this license and requires the purchase of a separate license agreement dependent on the medium and usage.

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SECTION D
DEFINITIONS

D-01 → CAMEL CASING

A typographical convention in which an initial capital is used for the first letter of a word forming the second element of a closed compound. E.G. CamelCasing

D-02 → DOWNLOADS

Unique individual requests to save an application incorporating Licensed Font Software to a device from a website or platform.

D-03 → EMBEDDING

The instance of the Font Software being contained within another software. E.G. A web browser, an application

D-04 → END USER

The person who utilises the Font Software.

D-05 → EULA (END USER LICENSE AGREEMENT)

This end user licence agreement.

D-06 → EXTERNAL AFFILIATES / COMPANIES / AGENCIES

All companies / agencies / individuals / entities / external contractors that are not employees of the licensed company and are registered as a separate entity NOT within the licensed company.

D-07 → @FONT-FACE

@font-face is a CSS rule which allows you to download Font Software from a web server to render a web-page.

D-08 → FONT SOFTWARE

Font Software means software or instructions licensed under this EULA which, when used on an appropriate device or devices, generates typeface and typographic designs and ornaments. Font Software includes its typeface and typographic designs and ornaments; bitmap representations of typeface and typographic designs and ornaments created by or derived from the Font Software. Font Software includes all upgrades or updates, related files, modifications, copies, and related documentation.

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D-09 → FOREX

ForEx, also known as foreign exchange, FX or currency trading, is a decentralised global market where all world currencies trade.

D-10 → KEBAB-CASING

All lowercase with - separating words.
E.G. Looks-like-this

D-11 → PAGE VIEWS

A single instance of an Internet user visiting a particular page on a website.

D-13 → PERPETUAL

Indefinite.

D-14 → RASTERIZED FONT SOFTWARE

Font rasterization is the process of converting text from a vector description (as found in scalable fonts such as TrueType & OpenType font software) to a raster or bitmap.

D-15 → SUBDOMAIN

An Internet domain which is part of a primary domain
E.G. http://beta.web.com

D-16 → SELF-HOSTING

The Font Software is uploaded to a web server that is controlled by the licensing party, to serve a website.

D-17 → STANDARD ('STD') AND PROFESSIONAL ('PRO')

Abbreviations for our Standard ('STD') and Professional ('PRO') versions of Font Software. Details of the variations in content, features and language support can be found on our website.

D-18 → TERMS

This EULA is effective from the date the parties enter into this EULA and all fees have been paid and shall continue and perpetually, unless otherwise terminated in accordance with the terms of this EULA.

D-19 → TRANSACTION DATE

A transaction date is the date upon which a trade between AS & EH Partnership Ltd and the Licensee takes place and the financial amount is transferred to the nominated AS & EH Partnership bank account or

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e-commerce payment method. The transaction date represents the time at which the license officially starts.

D-20 → AUTHORIZED TOOLS

"Authorized Tools" are software programs developed, maintained and distributed through official Colophon channels, such as but not limited to the CF-Creator. These tools may adapt, manipulate, modify or change the font software from their full, complete versions.

D-21 → OFFICIAL CHANNELS

"Official Channels" means any direct and certified delivery of Font Software by Colophon directly such as delivery from an authorized representative of Colophon, via an @colophon-foundry.org email address or direct download from Colophon websites and e-commerce stores.

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SECTION E
CONTACT

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