

Font Software End User License Agreement (EULA)

Test License

Order N° Licensee

Font Software

This End User License Agreement (EULA) between the Licensee and Swiss Typefaces Sàrl («Swiss Typefaces») governs the use of the Font Software and the Typeface. By purchasing, downloading, installing or using the Font Software, you acknowledge that you have read, understood and agreed to be bound by the terms and conditions of this EULA.

A. DEFINITIONS

A.1 TYPEFACE FONT SOFTWARE ORDER

For the purposes of this EULA, “Typeface” shall mean the typographic characters, “Font Software” shall mean the software as specified in the Order which, when used with the appropriate hardware and software, allows for the display of the Typeface, and “Order” shall mean the order placed with Swiss Typefaces when acquiring the license to use the Typeface and Font Software.

A.2 LICENSEE

For the purposes of this EULA, “Licensee” shall mean the individual placing the Order and named as such in the Order.

A.3 TEST

A Typeface or Font Software with the Test extension in its name is a full version intended to Trial purpose.

B. SCOPE OF THE LICENSE

B.1 Subject to the compliance with the terms and conditions of this EULA, Swiss Typefaces grants the Licensee a non-exclusive license to use the Font Software and Typeface as specified in this EULA.

B.2 The license permits the use of the Font Software and Typeface by the Licensee. The Licensee may provide the Font Software to a Third-Party, subject to the following conditions:

- The contractual relationship is formed between Swiss Typefaces and the Licensee, and not between Swiss Typefaces and the Third-Party. The Third-Party shall not have any direct claims against Swiss Typefaces based on this EULA.
- The Licensee provides the Third-Party with a full copy of this EULA before providing the Font Software.
- The Third-Party is entitled to use the Font Software and Typeface in accordance with and complies with the terms and conditions of this EULA. The Licensee is fully responsible for the acts and omissions of the Third-Party, and any such act or omission that constitutes a breach of this EULA will be considered a breach by the Licensee.
- The Licensee is and remains Swiss Typefaces' point of contact for any questions and support.

B.3 Swiss Typefaces provides the Font Software in the standard OpenType/CFF (.otf) and WOFF2 (.woff2) formats.

C. PERMITTED USE

C.1 TRIAL USAGE

The Licensee is allowed to use the Font Software exclusively for trial purposes in order to help deciding if the font is suitable for the Licensee's needs before purchasing a Font Software License. Any published or accessible work, online or offline, public or private, is strictly prohibited.

C.2 INSTALLATION ON WORKSTATIONS AND UPLOAD ON SERVERS, CMS, DAAS, SAAS

Solely for the purposes of using the Font Software in accordance with C.1, the Licensee has the right to:

- install and use the Font Software on an unlimited number of workstations and output devices, provided that these are used and operated by the Licensee only;
- install or upload the Font Software on a file server to be used on a Local Area Network (LAN), on an online server (Internet), in Content Management Systems (CMS), or in Desktop-as-a-Service (DaaS) environments, provided that the access to and use of the Font Software is secured and limited to the Licensee; and
- upload the Font Software on an online tool or a Software-as-a-Service (SaaS) platform, provided that the access to and use of the Font Software is secured and limited to the Licensee.

D. RESTRICTED USE

D.1

Any use of the Font Software or Typeface not expressly permitted by this EULA is strictly forbidden. In particular:

- The Font Software and Typeface shall not be sublicensed, sold, lent, leased, or otherwise transferred.
- The Font Software shall not be provided to or used or distributed in any way that allows public access or display.
- The Font Software shall not be converted, modified, subsetted or renamed.
- The Font Software shall not be reverse engineered, decompiled, or disassembled (except where authorized by applicable law).
- The Font Software and Typeface shall not be modified or altered for any purpose. In particular, they shall not be used to create a derivative or modified product or design, including creating characters for alphabets, styles and languages not covered by the Font Software or creating a custom version of the Typeface or Font Software, even if vectorized or converted to outlines. If interested in a custom Font Software or Typeface, contact Swiss Typefaces.
- Use of the Font Software in a logo is prohibited other than for trial purpose.
- The Font Software shall not be offered as part of, any graphic, web design, video or text editing tool or service, office and design software and services, themes and templates, or font libraries.

D.2

In case of doubt about whether a particular use of the Typeface or Font Software is permitted, the Licensee shall contact Swiss Typefaces.

E. INTELLECTUAL PROPERTY RIGHTS

E.1

All rights in and to the Font Software and the Typeface, in particular all intellectual property rights such as copyrights, belong to Swiss Typefaces. The Font Software's structure, organization, and code are valuable trade secrets of Swiss Typefaces.

E.2

No transfer of ownership of any intellectual property rights will occur under this EULA.

E.3

Except for the rights to use the Font Software and Typeface as granted by this EULA, all other rights are owned and retained by Swiss Typefaces.

F. LIMITED WARRANTY AND LIABILITY

- F.1 The Font Software is tested, valid and produced with the highest standards of performance and usability by professional font engineering experts.
- F.2 It is the Licensee's responsibility to ensure the latest Font Software is being used. Swiss Typefaces may update its Font Software from time to time and does not warranty the availability of previous versions.
- F.3 Limited Warranty: Swiss Typefaces makes no warranties, express or implied on the Font Software.
- F.4 All representations and warranties, express or implied, are excluded and disclaimed, including without limitation for fitness for any particular purpose, merchantability, the performance and result that may be obtained by using the Font Software, compatibility with other software, or for using the Font Software with third-party font hosting services or font management applications.

G. INDEMNIFICATION AND LIABILITY

- G.1 In case of a breach of the obligations arising from this EULA, the Licensee will defend the Swiss Typefaces (including its managers, directors, employees and agents) against any third-party claims and hold Swiss Typefaces free from any damages, claims or indemnity and costs (including reasonable attorney's fees and judicial costs), whether direct or indirect, incurred in this context and be held solely liable for any such damages, claims or indemnity and costs.
- G.2 Any liability of Swiss Typefaces is excluded to the maximum extent permitted by law. In particular, save in case of willful intent or gross negligence, Swiss Typefaces will not be liable for any direct, indirect, incidental, punitive or special damages, including any lost profit, lost data, or lost saving.
- G.3 If the Font Software or Typeface is used without a valid or adequate license or in a manner not permitted by this EULA, the Licensee shall pay Swiss Typefaces a retroactive license fee for the illegitimate use. Such retroactive license fee shall be calculated in accordance with the then-current licensing and service fees of Swiss Typefaces, plus a surcharge of 100% of the overall license and service fee due to Swiss Typefaces, plus a reimbursement for Swiss Typefaces' expenditure, time and effort as well as legal expenses. The assertion of further claims, including damage claims and specific performance claims, remains reserved. The reversal of the burden of proof according to art. 161 para. 2 CO shall not apply.

H. TERMINATION

- H.1 This EULA is entered into for an indefinite period of time.
- H.2 Swiss Typefaces is entitled to terminate this EULA with immediate effect (i) if the Licensee is in breach of the terms of this EULA, or if such breach is attributable to the Licensee according to B.2, and such breach has not been cured, including payment of any license and service fees due according to G.3, within 30 calendar days of notice by Swiss Typefaces to the Licensee, or (ii) in case of bankruptcy or similar proceedings against the Licensee.
- H.3 Immediately upon termination, the Font Software must be deleted and all further use of the Font Software and the Typeface must be ceased, and the Licensee will cause all third parties to which the Font Software has been provided to do the same. Swiss Typefaces may ask the Licensee to certify in writing that all parties with access to the Font Software have complied with this obligation. Termination of this EULA will not entitle to a refund of any payments made to Swiss Typefaces.

I. FINAL PROVISIONS

- I.1 If any provision of this EULA is held invalid or inapplicable for any reason, it will not affect the other provisions of this EULA, which shall remain valid according to its terms. Any provision held invalid or inapplicable shall be replaced by a valid provision coming closest to the commercial purpose of the replaced provision.
- I.2 No amendment or modification of this EULA shall be valid unless in writing and signed by both parties.
- I.3 No delay or omission in exercising any right hereunder shall operate as a waiver of such right or any other right. A waiver on any one occasion shall not be construed as a waiver of any right or remedy on any future occasion.
- I.4 Without prior consent of Swiss Typefaces, the Licensee does not have the right to, in whole or in part, assign, transfer, or otherwise dispose of this EULA or any right, claim or obligation under it.
- I.5 This EULA shall be governed by and construed in accordance with the substantive laws of Switzerland, to the exclusion of the CISG.
- I.6 Any dispute arising out of or in connection with this EULA shall be submitted to the exclusive jurisdiction of the courts of Vevey, Switzerland. These courts shall also have jurisdiction over non-contractual claims of a party in connection with this agreement. However, a party may also bring such non-contractual claims before any other court having jurisdiction over those claims.

The undersigned acknowledge that they have read, understood, and agreed to be bound by the terms of this EULA. If any provision of this EULA is held in contradiction with any other document, this EULA prevails over any additional agreement, express or implied, written or oral.

THE LICENSEE

Name

Date

Signature

THE SUPPLIER

Company Swiss Typefaces

Date

Signature