



## SKRR TYPE FOUNDRY END USER LICENCE AGREEMENT

Updated: December 2023

When purchasing font(s) from Skrr Type you can pick from 6 main licensing options, or “End User License Agreement” (EULA).

1 – The Desktop license for creating printing documents, graphics, raster image etc.

2 – The Web license for using fonts dynamically on a website.

3 – The App license to embed fonts in a mobile app, a desktop app, a game, or an eBook.

4 – The Logo/Wordmark license to create a logo or wordmark for one brand.

5 – The Student license allows the use for trial purposes as well as in non-commercial student project contexts.

6 – The Test Fonts License license allowing you to try before you buy.

For any specific use not covered by these licences please contact us and we would be happy to talk things through.

By purchasing, downloading, installing, using, or otherwise handling font software by the Supplier, the Licensee automatically accepts the terms of this agreement and acknowledges that.

Some freely downloadable typefaces, except the trial versions are libre and open-source (SIL Open Source License).

Please make sure to pick a licence(s) that is appropriate to your needs.

## GENERAL INFORMATION

### 1. OWNERSHIP

The creators retain the intellectual property rights, title and ownership of all typefaces provided by Skrr Type.

This title and ownership extends to copies of the data installed on any computer, downloaded. This license does not represent an exclusive sale of the original product to you.

This Agreement does not grant you any right to patents, copyrights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights, franchises or licenses in respect of the electronic data. No rights are granted to you other than a License to use the electronic data on the terms expressly set forth in this Agreement. You further acknowledge and agree that the structure, organisation and code of the Font Software are valuable trade secrets and confidential information of Skrr Type.

### 2. EMBEDDING RESTRICTIONS

You may make archival copies of the fonts for your own purposes, counting additionally to the amount of devices you licensed the fonts for. You shall not distribute the fonts to people outside of your organisation. PDF embedding of the font software into PDF documents is only permitted in a secured read-only mode that allows only printing and viewing, and prohibits editing, selecting, enhancing or modifying the text.

### 3. RESPONSIBILITY, SHARING AND DISTRIBUTION

You must take responsibility in safeguarding the font from unauthorized use, access, duplication or distribution whether direct or indirectly. You agree not to allow font to fall into the hands of third parties or the public domain. This includes, but is not limited to, uploading the fonts on file sharing platforms, forums, and social media.

You may not share, lend, sell, split or distribute this license to a third party under any circumstances.

You are the sole owner of the license. A third party would include, but is not limited to, a client, college, peer, friend, family, customers, business partners, vendors, suppliers, printers, freelancers, fellow student, other companies, organisations or legal entities.

### 4. BACK UP'S

You are allowed to make back-up's or archival copies of the font however you must keep track of this and ensure that the files do not get handed over to third parties, general public access or become available for download.

## 5. MODIFICATIONS

You may not edit, convert, reformat, trace, translate, reverse engineer or hack the font. This would include, but is not limited to, re-exporting the font with modification or tracing the outlines of the font. You may expand the font to outline minor design adjustments if necessary. Rasterization effects such as 3D rendering, augmentation, blurring and bitmaps are also permitted. Any restricted modification you wish to make to the font should be discussed with Skrr Type as a custom bespoke project in itself. In this case, an additional fee will be agreed upon for the bespoke modification and extra licensing. You agree not to recreate, copy, trace or plagiarize the character or shape of the font. Any violation of this can result in immediate termination of your license and the pursuit of legal action.

## 6. WARRANTY & LIABILITY

Skrr Type does not hold responsibility for any operational faults of the font and is not liable for damages, losses or any expenses occurred. The font are provided “as-is”, without the guarantee that they will operate without fault. Skrr Type does not warrant that the functions contained in the fonts will meet your requirements, satisfaction or that the font will operate without error. Under no circumstances the liability of Skrr Type shall exceed the substitution or replacement costs of font, whichever is less, and at the sole discretion of Skrr Type. If however you do encounter errors with the font, please get in contact and Skrr Type will make reasonable attempts to help you resolve these issues with you.

## 7. AUDIT

Skrr Type may at any time, request an audit to confirm you are in accordance with this EULA. In the event of receiving an audit request, you must provide a statement setting out your license and purchases. This will include the computers, servers, websites, applications or other sources where the font may be, saved or accessed. You will also provide further information such as dates of purchase. In the event you are not in accordance with these terms of this EULA or have been using the fonts without a valid license, you must pay all costs and damages put forward to you by Skrr Type.

## 8. TERMINATION

This EULA is effective until terminated. Skrr Type can terminate the EULA with notice if it is evident that you have not complied with the terms of this EULA. Upon termination, you must destroy all written materials, the font including back up copies and modified copies if any and certify that no copy remains in your possession or control.

## 9. ENTIRETY

This EULA including the applicable addendum constitutes the entire agreement between you and Skrr Type. This removes all licenses or agreements prior to it, relating to its subject matter. Skrr Type reserves the right to update and modify the terms of the license at any point. You are responsible for ensuring you keep up to date with any amendments and have read the latest EULA at your time of licensing.

## 10. REFUNDS

This license is non-refundable and all sales are final. Since it is impossible to prove that you have removed all trace of the font from your devices, refunds are not a tenable option.

## 11. SEVERABILITY

When, for any reason, a part of this license is found to be null, void, or unenforceable, only that part of this license shall be revoked. The rest of the EULA's terms and conditions will remain in place.

## 12. GOVERNING LAW

This EULA is governed and construed in accordance with the laws of the France. Any dispute that can not be reconciled between parties, shall be submitted to the exclusive jurisdiction of the Court.

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## RESTRICTIONS

### A. YOU MAY NOT

- A.1. Use the fonts in a political or religious context without getting our permission.
- A.2. Use the fonts to promote violence or discrimination.
- A.3. Convert the fonts to different formats.
- A.4. Modify, reverse engineer, decompile or disassemble font.
- A.5. Make derivative works based on the fonts (except for the typefaces under SIL Open Source Licenses).
- A.6. Personalize font names in such a way that violates anyone else's rights.
- A.7. Embed the fonts in a way that end users can access them.
- A.8. Give the fonts to anyone without a copy of this contract.
- A.9. Use the fonts for a non-fungible token (aka an NFT) without getting our permission.
- A.10. Put the fonts on public servers.
- A.11. Put the fonts in public repository.

## DESKTOP LICENSES

With a desktop/print license you can install the fonts on the number of CPUs granted by your license and use them to any type of printed project and raster image for print or digital purposes. This includes social media and web banners.

Skrr Type offers different licencing options depending on the number of users. Please refer to the invoice received after purchase.

### B. YOU MAY

- B.1. Use the Desktop fonts to create images for commercial and non-commercial purposes on any surface such as paper, computer screens, billboards, T-shirts, and other surfaces without limitation on the print run, provided that the image is a fixed size. You may use the fonts for Web pages only in raster formats like PNG, JPG, GIF, etc.
- B.2. Use the Desktop fonts in design & artwork on commercial products
- B.3. Use Desktop fonts for the purpose of embedding it in electronic documents (Adobe PDF) and system templates. That allows recipients of the electronic document or template to view, print and further edit or modify the text and structure of the document in which the fonts are embedded without the recipient having the actual font installed.

### C. YOU MAY NOT

- C.1. Alter, convert, reformat or edit the font software in any manner whatsoever (including webfont conversion).
- C.2. Use the Desktop fonts for broadcasting via television, internet, cable or motion picture theatrical distribution.
- C.3. Use the Desktop fonts for web fonts or embed them on web pages.
- C.4. Embed the Desktop fonts in electronic devices and all gaming devices.
- C.5. Embed the Desktop fonts in software or any kind of software applications.

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## WEB LICENSES

With a Web license you can use the fonts on one web domain with the @font-face CSS method. It is licensed depending on your websites estimated 'page views per month'.

The file types for this license do not support or permit desktop installation nor do they function with regular desktop applications such as InDesign, Illustrator, Photoshop, and Word.

### D. GRANT OF LICENSE

- D.1. This License is directed to use of the Font Software as webfonts ("Software" or "Webfonts"). This non-exclusive, revocable license grants you limited rights to use the Font Software to style HTML and SVG documents using the CSS @font-face mechanism. The use of the Font Software for use in web accessible forms is permitted. It is permitted to use Webfonts to render HTML-enabled emails emitted by the licensee. It is permitted to use Webfonts in a web-testing ("Staging") environment using up to 1% of the licensed traffic cap. Other embedding or linking uses or techniques, such as PDF, EPUB, iOS and/or Android native applications and/or in Cufón or sIFR, are not permitted. Downloading the Skrr Type Webfonts for use on a desktop, laptop or workstation is controlled and only permitted under a different license which must be purchased separately. If you wish to use and/or install the Webfont Font Software on your desktop or personal computer or on a server for use and access by a desktop or personal computing device, you must purchase a separate license. Any other editable use of the Software, such as in templates or for use in the creation of customizable designs or products requires the purchase of a separate license.

### E. FORMATS

- E.1. The Font Software will be transmitted for your use in the EOT, WOFF and WOFF2 formats. Skrr Type reserves the right to include or omit additional formats at its discretion in the future.

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## LOGO/WORDMARK LICENSES

With a logo/wordmark license you can use the fonts to create a logo or wordmark for one brand. If you want to do it for another brand you'll need to buy another license. You can convert the font to vector in design software and edit it to design a logo.

# APP LICENSES

The App License includes the file formats OTF and TTF and permits embedding the font in a software application, electronic document/publication (ePub) or a self-contained electronic file that is unique in its name, content, appearance and functionality. This includes, but is not limited to, application for iOS, Android, Mobile Windows, video games, and e-books. The Application must be owned and controlled by yourself and the font must be securely embedded so it cannot be made available for extraction by third-parties.

## F. GRANT OF LICENSE

F.1. This License is directed to use of the Font Software for use in Applications using the iOS, Windows Mobile, and Android mobile operating system formats, among others ("Apps"). This non-exclusive, revocable license grants you limited rights to use the Font Software to style live text only in Apps. Downloading the Font Software for use on a desktop, laptop or workstation is controlled and only permitted under a different license which must be purchased separately. If you wish to use and/or install the Font Software on your desktop or personal computer or on a server for use and access by a desktop or personal computing device, you must purchase a separate license. The Font Software may not be used in server-based PDF generation, embedded in electronic devices, on merchandise, or any non-App use. The Font Software may be used for web-accessible forms if a webfont license is also purchased.

# STUDENT LICENSES

The Student license allows you to use the fonts on a maximum of 1 computers within your organization. The license exclusively allows the use for trial purposes as well as in non-commercial student project contexts. You may not use the fonts in any final files for any commercial project whatsoever, student or not.

# TEST FONTS LICENSES

A test fonts license, which is free, allows you to use our trial fonts to decide if you want to buy a license. If you're a designer, you can also use trial fonts to pitch design directions to your clients.

## G. YOU MAY NOT

- G.1. You must not distribute the Test Fonts to any person, entity or organisation external to your organisation.
- G.2. You must not modify, adapt, translate, reverse engineer, decompile, disassemble, alter or otherwise attempt to discover the source code of the Test Fonts or the designs embodied there in.
- G.3. The transfer or assignment of this License or any right granted under this Agreement is not permitted.

# ON REQUEST LICENSES

## DIGITAL ADS

- › The Licensee may apply font(s) on to Digital Advertisements. Serving the specified number of impressions as referenced on the Licensee's invoice.
- › The font(s) are provided in WOFF format and must be self-hosted on the Licensee's server(s) solely for the purpose of publishing Digital Advertisements on Output Devices.
- › In the case of an increase of impressions, 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.

## BROADCASTING / STREAMING

### A. YOUTUBE LICENSE

- › The Licensee may feature the font(s) on any kind of broadcasting on Youtube platform for unlimited number of episodes and views for one (1) title or License owner brand. Serving a specified number of subscribers as referenced on the Licensee's invoice.
- › In the case of an increase in subscribers, the license must be updated.
- › This License covers worldwide geographic territory and languages.
- › In case of cancelation of channel, discontinuance or merging of business entities, the broadcasting / streaming license and the font(s) cannot be transferred.
- › Broadcasting fonts are provided in OTF format.

### B. ON SCREEN LICENSE

- › The Licensee may feature the font(s) on On-land broadcasting; TV, TV Network, Cable TV and cinema for advertising, video clips, titles, subtitles, opening and ending credits, etc. for one title or License owner brand.
- › This License allows the application of the font(s) for broadcasting with the typeface on a specific geographic territory and language, as referenced on the Licensee's invoice.
- › In the case of needing to cover more territory and/or languages, the license must be updated.
- › This License allows for unlimited episodes, reruns, screenings, (etc.) for one title or License Owner brand.
- › In case of cancelation, discontinuance or merging of business entities, the broadcasting /streaming license and the font(s) cannot be transferred.
- › Broadcasting fonts are provided in OTF format.