

# End-User License Agreement (EULA)

## ECAL Typefaces Font Software

This license agreement is a legal agreement between you (hereinafter "the Licensee") and ECAL/Ecole cantonale d'art de Lausanne (hereinafter "the Supplier"). When you install ECAL Typefaces font software, you thereby agree to the terms of the license that describe and detail the rules and framework governing the use of this typeface.

### A. Product Ownership and Intellectual Property Rights

Our digital typefaces are both designs and computer software applications. Their use is governed by this EULA.

A.1. The digital files downloaded to your computer contain font software. You agree that the font software is owned by the Supplier, and its structure, organisation and code are valuable trade secrets belonging to the Supplier.

A.2. The intellectual property right to the design contained in the font software are owned by the font's respective designer(s) and the Supplier.

A.3. You have purchased a non-exclusive, non-transferable license which grants you certain rights to use the font software. It is not an agreement to the resale of the font software, its design or any portion thereof.

A.4. Except for your right to use the font software granted by this license, all other rights are owned and retained by the Supplier. This contract does not authorise the font software to be resold or transferred in any way, even for free, in whole or in part, or on a temporary basis.

A.5. This contract cannot be terminated. You cannot request a refund if you decide that you will no longer make use of the typeface.

### B. General Lawful Use of Product

The number of CPUs (Central Processing Units) allowed appears on your invoice.

B.1. When purchasing font software from the Supplier and upon full payment of the agreed usage fee, you obtain a license to install the font software on the number of computers specified by you in the order. These computers must belong to the Licensee specified in the order. They may be connected to, and the font software used with, any number of output devices belonging to the Licensee, such as printers for example. The font software may be downloaded to the memory (hard disk or RAM) of output devices belonging to the Licensee for the purpose of having such font software remain resident in the output device. Each device containing the font software counts as 1 (one) computer.

B.2. You are not authorised to sublicense, sell, lend or lease the font software. Exceptions apply, as described under 'D. Providing the Font Files to Third Parties.'

B.3. You may not convert, modify or rename the original font software under any circumstance. This includes creation, modification or suppression of glyphs, creation of supplementary weight(s), italic(s), or alternative styles, modification of spacing, or kerning.

B.4. You may not open the original font software in an editing software program to reveal its structure, organisation or code.

B.5. You may not use the original font software file to create a derivative or modified product or design, including creating characters for alphabets and languages not covered by the typeface or designing a custom version of the typeface.

B.6. You may not modify the design of the characters contained in the font software, even if converted to outlines with the help of editing or design software.

## C. Self-hosting and Embedding: Specific Lawful Use of Product

### Student License:

C.1. The Student License grants you, if you are currently a registered student, the right to use the fonts in your school-related projects. It does not apply to commercial projects that you may accept during your studies. This type of license terminates upon graduation. It does not permit the creation of logotypes (see C.3. Trademark License).

### User-based License:

C.2. This type of license grants you the right to use the font on a limited number of computers belonging to the same company, regardless of their location, and within limitations depending on the type of license selected (Desktop and/or Web). The standard user-based licenses available are:

- 1 to 5 CPUs
- 6 to 20 CPUs
- over 20 CPUs

### Custom Design & Trademark License:

C.3. If a trademarked logotype is created using our typefaces, the trademark registration shall not limit our rights to the original design, as we retain all rights to our typefaces. If you wish to create a trademarked logotype based on our typefaces, please contact us in advance to obtain customised lettering and the necessary permissions.

### Desktop License:

C.4. The Desktop license is for printed use only.

It authorises the generation of PDFs. You thereby agree to do all that is necessary to protect any font files used in the generated PDFs (protection of the generated pdf) and prohibit their extraction.

### Web License:

If you purchase a Web license to use any of our fonts, you may use them in your websites, mobile apps, eBooks and for your broadcasting channel. There will be no supplementary costs; simply a one-off payment for a lifelong license, with no monthly fees and no bandwidth restriction. All you have to do is register your website URL when you purchase the license.

**C.5. Any purchase of a web license grants you the right to embed the font software on an unlimited number of websites, mobile apps, electronic publications and to use it for broadcasting, under the following conditions.**

**C.6. Anyone who has installed the typeface on his or her computer to use it for a website, mobile app, electronic publication or broadcasting must possess a license for the font software. Exceptions apply as described under 'D. Providing Fonts to Third Parties.'**

**C.7. You are allowed to embed the licensed font software in a secured, read-only mode, subject to the following restrictions: you must secure embedded documents against unauthorised use by any third party.**

**C.8. You are not authorised to embed the licensed font software for the purpose of allowing third parties to create new documents or designs.**

**C.9. Any embedding not described below is prohibited. The Supplier may include additional authorised embedding in the future.**

**C.10. Only the original WOFF (.woff) and WOFF2 (.woff2) files delivered with your web-fonts order may be used as webfonts.**

**C.11. Self-hosting is only authorised for the website domain name(s) registered in your client account under the Webfonts tab and stipulated in your order documents stored under the Orders tab.**

**C.12. The fonts must be stored on the same server as any other software or assets associated with the licensed domains.**

**C.13. Technologies other than @font-face are not allowed.**

**C.14. The use of third-party font hosting services is strictly prohibited.**

#### **Mobile Apps:**

**C.15. The purchase of a web license allows you to embed the font software in apps running on iOS, Windows Mobile and Android mobile operating systems. More operating systems may be added in the future.**

**C.16. Only the OTF (.otf) files delivered with your order may be used in your mobile app(s).**

#### **Electronic Publications:**

**C.17. The purchase of a web license allows you to embed the fonts in EPUB (.epub), iBook (.ibooks), Kindle (.azw, kf8) documents. More formats may be added in the future.**

**C.18. Only the OTF files (.otf) delivered with your order may be used in your electronic document(s).**

#### **Broadcasting and Audio-Visual Uses:**

**C.19. Broadcasting and audio-visual uses are authorised as long as the number of computers and output devices used (see B.1.) and stipulated in the order is respected (including those accessible via a server).**

## D. Providing the Font Files to Third Parties

In most cases, printer and web developers working for graphic studios are not required to purchase licenses.

### Desktop License:

D.1. You may, for a specified period of time, provide a commercial printer, service bureau or other pre-press facility with a copy of the font software you have used for a particular file within the scope of a particular project, solely for the purpose of preparing for printing or printing your documents. Once the job is completed, the font software shall be deleted from the company's computers.

### Web License:

D.2. You may, for a specified period of time, provide the company coding a website or a mobile application within the scope of a particular project with a copy of the font software you have used for a particular file, solely for the purpose of using the font software in the website or the mobile application.

D.3. All design and/or editorial work is excluded from this particular agreement. Your personal license shall not be transferred to the company or people in question and the font software may be used exclusively for the work specified in the contract between you and the company. Once the job is completed, the font software shall be deleted from the company's computers.

D.4. When providing a copy of the font software, you are required to give a full copy of this EULA to the third party and inform them of the terms of this particular chapter about third parties.

## E. Standard Use License/Multi-User License

It is always possible to upgrade the number of CPUs allowed.

E.1. Should an extension to the above-mentioned restrictions become necessary, the Licensee must purchase additional licenses or contact the Supplier directly.

E.2. The Licensee may install the font software on a single file server for use on a single Local Area Network (LAN) only when the use of such font software is limited to the workstations and printers that are part of the licensed unit of which the server is part. Each workstation connected to the LAN counts as 1 (one) computer from the total allowed amount stipulated in your order.

E.3. The font software may NOT be installed or used on a server that can be accessed via the Internet, via another external network system (a system other than LAN) or by workstations which are not part of a licensed unit. For embedding in website, see C.5–C.14.

E.4. For the exclusive purpose of data backup, additional copies of the font software may be made.

## F. Warranty and Liability

If the font software downloaded is faulty, you have 30 days to contact us for a replacement.

#### **F.1. Limited Warranty:**

For a period of 30 (thirty) days after delivery, the Supplier warrants that the font software will perform in accordance with the specifications published on its website. Your exclusive remedy and the sole liability of the Supplier in connection with this warranty is repair or replacement of faulty parts. The warranty does not apply to any font software converted, manipulated or modified by the user.

#### **F.2. Intellectual Property Warranty:**

The Supplier warrants that it has the requisite rights to enter into this agreement and that the font software does not breach the intellectual property rights of any third party.

#### **F.3. Disclaimer of Warranties:**

Except for the limited warranties set forth in clause F.1., the Supplier makes no other warranties, express or implied. The warranties of fitness for a particular purpose and merchantability are specifically excluded. The Supplier does not warrant the performance or results you may obtain by using the font software and accepts no liability thereto.

#### **F.4. Limitation of Liability:**

In no event will the Supplier be liable to you for any consequential, indirect, incidental, punitive or special damages including any lost profits, lost data or lost savings.

F.5. Under no circumstances may the liability of ECAL Typefaces be greater than the cost of reimbursement of the price of the basic Desktop license (1–5 CPUs).

## **G. Special-Use Cases**

G.1. ECAL Typefaces prohibits the use of its typefaces in the dissemination of words and images of racist or xenophobic nature, or in any way harmful to a person or a group of persons for any reason whatsoever. The use of a typeface sold on [www.ecal-typefaces.ch](http://www.ecal-typefaces.ch) in the development of the identity of a political organisation must be subject to a prior request to ECAL Typefaces. Non-response is equivalent to a refusal. Under no circumstances is ECAL Typefaces bound to give the reasons for its refusal.

## **H. Miscellaneous**

Please read this document carefully before purchasing and using our typefaces.

H.1. This agreement shall automatically be terminated upon failure by you to comply with its terms. If any part of the EULA is found invalid and unenforceable, this shall not affect the validity of the remainder of the EULA, which shall remain valid and enforceable according to its terms. This EULA shall not be governed by the United Nations Convention of Contracts for the International Sale of Goods, the application of which is expressly excluded. The Licensee agrees that this EULA shall be governed by the laws of Switzerland.

H.2. This EULA has been written in the English language, and the parties agree that the English version will govern.

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