



WEB FONT END USER LICENSE AGREEMENT

This Frere-Jones Type LLC Desktop End User License Agreement (“License” or “Agreement”) is made by and between Frere-Jones Type LLC (“Frere-Jones Type”), a New York limited liability company with its principal place of business at 126 13th Street, Suite 4L-7, Brooklyn, NY 11215, and Yale University (“Licensee”), a not-for-profit institution for higher education located in New Haven, Connecticut 06520. This agreement shall be binding and effective when executed by all parties (the “Effective Date”).

The parties agree as follows:

1. Definitions

“Font Software” means the web font software listed in Exhibit A and the typeface designs rendered by that font software when used on an appropriate device, including but not limited to all bitmap representations of the typeface designs. Font Software also includes any related data and documentation, and any upgrades or updates Frere-Jones Type may provide to Licensee in the future.

“Domain” means the host name of a Website’s home page.

“Page View” means each request to view a single page of Licensee’s Website that references the Font Software via the CSS @font-face mechanism. Page Views must be recorded by a commonly accepted tracking system.

“Website” means a collection of related web pages organized under a single Domain, including sub-domains.

2. Grant of License

In consideration of a one-time payment to Frere-Jones Type of US \$4,800.00 (“License Fee”) and subject to all of the terms and conditions of this Agreement, Frere-Jones Type grants Licensee a non-exclusive, non-transferable, revocable license to do the following:

3.1 Use of the Font Software on the Specified Domain. Licensee may use the Font Software to style text on its Website using the CSS @font-face mechanism for the Domain specified in Exhibit A (“Licensed Domain”). Licensee must own the specified Domain and control the content of the Website.

3.2 Maximum Number of Page Views Per Month. The Font Software is licensed for the maximum number of Page Views per month specified in Exhibit A (“Maximum Number of Page Views Per Month”). If the monthly traffic of Licensee’s Website exceeds the Maximum Number of Page Views Per Month for 3 consecutive months, Licensee must obtain a license upgrade from Frere-Jones Type covering all Page Views for an additional fee. Licensee agrees to provide written copies of average Page View reporting statistics for the Licensed Domain upon request by Frere-Jones Type.



3.3 Third Party Hosting by Typekit Permitted. Licensee may self-host the Font Software or may choose to have Typekit host and serve the Font Software. Use of any other third party hosting service requires the prior written consent of Frere-Jones Type. Licensee expressly agrees that the terms and conditions of this License shall govern all uses of the Font Software, irrespective of any conflicting terms set forth by any third party host of the Font Software.

3.4 Back Up Copies. Licensee may make a single back up copy of the Font Software for archival purposes only. Licensee must keep any such back up copy secure and retain exclusive custody and control over such back up copy.

3.5 Third Party Developers. Licensee may provide a copy of the Font Software to a third party website developer who is working on Licensee's behalf, for the sole purpose of styling text on Licensee's Website, only if the website developer agrees in writing to observe the terms of this Agreement and delete all copies of the Font Software immediately after completing the work. In order to use the Font Software for any other purpose, the website developer must first obtain an appropriate license from Frere-Jones Type.

3. Restrictions on Use

Licensee is granted only the rights expressly stated in this Agreement, and use of the Font Software in any other manner is strictly prohibited. Without limiting the foregoing, Licensee's use of the Font Software is subject to the following restrictions:

4.1 Web Use Only. Licensee may not use the Font Software for any purpose other than styling text on Licensee's Website using the CSS @font-face mechanism. This includes, but is not limited to, installing or using the Font Software on a desktop or portable computer, or embedding or otherwise incorporating the Font Software or the typeface designs rendered by the Font Software in any electronic documents, applications, software, hardware, devices or in any other form not expressly permitted by this Agreement.

4.2 No Other Technologies. Licensee may not use the Font Software with any technologies other than the CSS @font-face mechanism, including but not limited to sIFR, Cufón or Typeface.js.

4.3 Restrictions on Editable Use of the Font Software. The use of the Font Software for web forms is permitted. However, any other editable use of the Font Software, such as in templates or for use in the creation of customizable designs or products, is prohibited.

4.4 Distribution of the Font Software Prohibited. Except as expressly provided in this Agreement, Licensee may not distribute, share, lend, sell, sublicense, rent, give away or otherwise transfer the Font Software to any third party. Licensee further agrees to use reasonable efforts to safeguard the Font Software from unauthorized access, use, duplication or distribution, including but not limited to preventing the use of any process that allows hot-linking, re-serving or re-directing access to the Font Software.



4.5 Modifications to the Font Software Prohibited. Under no circumstances may Licensee, nor may Licensee cause any third party to, modify, alter, translate, convert or otherwise change the Font Software in any manner whatsoever, including converting the Font Software into a different font format or using any tool or service to subset or otherwise modify the Font Software. Licensee further agrees not to, nor cause any third party to, reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code of the Font Software.

4.6 Derivative Works Prohibited. Under no circumstances may Licensee, nor may Licensee cause any third party to, create any customization, variant, adaptation or derivative work of the Font Software, or use the Font Software in connection with any font creation or font manipulation program for the purposes of creating a derivative or substitute version of the Font Software. Licensee further agrees not to create, nor cause any third party to create, any font software that incorporates or is based upon the typeface designs rendered by the Font Software. Any derivative works made in contravention of this Agreement shall be the sole and exclusive property of Frere-Jones Type and subject to the terms and conditions of this License.

4.7 Change of Name and Removal of Notices Prohibited. Licensee may not change the name of the Font Software, nor may Licensee remove, alter or cover any copyright notice, trademark or other proprietary rights notice that Frere-Jones Type includes on, in or with the Font Software, including on any back-up copy that Licensee is permitted to make under this Agreement.

4. Intellectual Property

Licensee acknowledges and agrees that the Font Software and the typeface designs rendered by the Font Software are the exclusive property of Frere-Jones Type. Licensee further acknowledges and agrees that the structure, organization and code of the Font Software are valuable trade secrets and confidential information of Frere-Jones Type.

This License grants Licensee certain limited rights to use the Font Software only; it does not grant Licensee any permanent or ownership rights in or to the Font Software or the typeface designs rendered by the Font Software. Frere-Jones Type retains all worldwide right, title and interest in and to the Font Software and the typeface designs rendered by the Font Software, including all copyright, patent, trademark, trade secret and other intellectual property rights therein. All rights not expressly granted by this License are reserved to Frere-Jones Type.

5. Restrictions on Transfer of License

Licensee may not transfer or assign any of Licensee's rights under this License to any other person or legal entity without the prior written consent of Frere-Jones Type.

6. Disclaimer of Warranties and Limitation of Liability

The Font Software is provided to Licensee on an "as is" basis. Frere-Jones Type makes no representations or warranties, express or implied, about the Font Software, including but not limited to the implied warranties of merchantability, fitness for any particular purpose or non-infringement.



Frere-Jones Type does not warrant that the operation of the Font Software will be unimpeded, uninterrupted or error-free, or that the Font Software is without defects. In no event shall Frere-Jones Type be liable to Licensee or any other party for any consequential, incidental or special damages, including but not limited to any lost profits, lost data, lost business opportunities or lost savings, even if notified in advance of the possibility of such damages. In no event shall the total liability of Frere-Jones Type to Licensee exceed the amount of the license fee paid by Licensee under this Agreement.

7. Indemnity

Licensee agrees to indemnify and hold Frere-Jones Type harmless from and against all claims, damage, losses and expenses of any kind (including reasonable legal fees and costs) that may result from Licensee's use of the Font Software or Licensee's breach of this Agreement.

8. Termination of License

This License is effective until terminated. Frere-Jones Type has the right to terminate the License immediately and without notice if Licensee breaches any of the terms of this Agreement. Frere-Jones Type expressly reserves the right to seek any and all remedies under law or equity, including but not limited to injunctive relief without the obligation of posting security or bond. Upon termination, Licensee must immediately discontinue using and delete the Font Software and documentation, including any copies, and certify that no copy remains in Licensee's possession or control.

9. Compliance with Laws

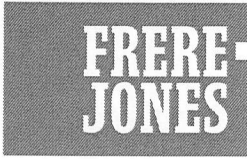
Licensee agrees to comply with all laws, foreign and domestic, relating to the control of exports or the transfer of technology. If Licensee is obtaining this License for government use or under a government contract, Licensee agrees to comply with all applicable rules and regulations relating to the licensing of software and the use of such software.

10. Entire Agreement

This Agreement constitutes the entire agreement between Licensee and Frere-Jones Type and supersedes all prior negotiations, understandings or agreements between Licensee and Frere-Jones Type concerning the Font Software. This Agreement may only be modified in writing signed by the parties.

11. Governing Law

This Agreement will be governed by and construed in accordance with the laws of the State of New York, without regard to its conflicts of law principles. Both parties expressly submit to the exclusive jurisdiction of the state and federal courts of the State of New York sitting in New York City over any dispute arising out of or related to this Agreement or to the dealings between the parties during the term of this Agreement; and expressly waive any jurisdiction or venue defenses and agree to service of



process by certified mail, return receipt requested. This Agreement shall not be governed by the United Nations Convention of Contracts for the International Sale of Goods, the application of which is expressly excluded.

12. Non-Waiver

No waiver by either party of any breach or default under this Agreement shall be deemed a continuing waiver or as a waiver of any other breach or default, and any failure by either party to enforce any right or seek to remedy any breach under this Agreement shall not constitute a waiver of such rights.

13. Severability

If any provision of this Agreement is held to be invalid, void or unenforceable for any reason, such provision shall be eliminated from this Agreement or limited to the minimum extent such that the remaining provisions of the Agreement will continue in full force and effect.

14. Notices

All notices under this Agreement shall be sent via commercial overnight carrier (e.g. FedEx, USPS Express Mail) with delivery confirmation. Notice to Frere-Jones Type shall be addressed to Frere-Jones Type LLC, 126 13th Street, Suite 4L-7, Brooklyn, NY 11215, Attn: Christine Bateup. Notice to Licensee shall be addressed to Yale University, Office of the University Printer, PO Box 208227, New Haven, CT 06520, Attn: John Gambell.

15. Counterparts

This Agreement may be executed in counterparts, each of which will be deemed to be an original, but all of which, taken together, will constitute one and the same agreement. Such original signatures may be delivered to the other party by facsimile transmission or by email.

16. Headings for Convenience Only

The headings of the various sections of this Agreement are for convenience of reference only and are not intended to control or affect the meaning or interpretation of the Agreement.

The parties have signed below to indicate their acceptance of the terms of this Agreement.

FRERE-JONES TYPE LLC

By: 

Name: Tobias Frere-Jones

Title: President

Date: 6/20/16

YALE UNIVERSITY

By: 

Name: John Gambell

Title: Yale University Printer

Date: 20 June 2016



EXHIBIT A

The Font Software comprises the following 8 fonts in WOFF format:

Mallory Standard Book
Mallory Standard Book Italic
Mallory Standard Bold
Mallory Standard Bold Italic
Mallory MicroPlus Book
Mallory MicroPlus Book Italic
Mallory MicroPlus Bold
Mallory MicroPlus Bold Italic

Maximum Number of Page Views Per Month: 5,000,000

Domain: yale.edu