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End User Licence  
Agreement  
2013

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Dear Nouvelle Noire  
customer,

We are very grateful that you  
are intending to buy / have bought  
a Nouvelle Noire font.

We would like to thank you for your  
trust in our quality fonts.

Your engagement to the EULA gives  
us the necessary basis for  
pursuing our design work in good  
conditions.

We just want you to be fair with us  
because the type business is already  
hard enough.

The only thing we want you to know  
is that you should not cheat us.

Clovis Vallois & Anton Studer

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## Introduction

This End User Licence Agreement for Font Software is a legally binding contract between you (the licensee) and Nouvelle Noire. By downloading and/or installing Nouvelle Noire font software, you agree to the following terms of this agreement. Once you have downloaded onto your computer any of the fonts from our website [www.nouvellenoire.ch](http://www.nouvellenoire.ch) after payment by credit card or bank transfer, you accept that those goods are non-returnable and non-refundable. If the goods are defective in any way, you agree to inform Nouvelle Noire within thirty (30) days and you will be provided with replacements within (48) hours. If the licensee refuses to accept a contractual obligation through this licence agreement, he is not permitted to download, access, and/or use the Font Software. The licensee is required to thoroughly and carefully read through the complete licence agreement before agreeing to the conditions specified here. Your statutory rights as a consumer are not affected.

‘Font Software’ means coded software that generates typeface designs when used with the appropriate hard- and software plus any and all other data including documentation provided with such software.

## Article 1 Licence and Usage

### 1.1

Upon receipt of your payment and downloading the Font Software, Nouvelle Noire grants you a non-exclusive licence to use the Font Software for your own personal or business purposes according to the terms of this agreement.

### 1.2

The Font Software underlying this contractual agreement is the intellectual property of Nouvelle Noire.

### 1.3

Upon full payment of the agreed-upon usage fee, Nouvelle Noire grants the licensee the non-exclusive, non-transferable right to simultaneously use or store the Font Software on as many computers or as many users as the payment was made for. In the event that extensions to the above-mentioned restriction become necessary, the licensee is obliged to purchase an extended licence. 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 licenced unit of which the server is part.

### 1.4

The Font Software may not be installed or used on a server that can be accessed via the Internet or other external network system (a system other than LAN) by Workstations, which are not part of a licenced Unit. Fonts used with a server based application require a Licence Extension for Servers. If the Font Software is intended to be used for commercial purposes, each individual licence permits one additional usage (installation) on a personal home or portable computer. The licensee may make back-up copies of the Font Software for archival purposes only, provided that you retain exclusive custody and control these copies.

### 1.5

Transferring the licence to a third party is not permitted. By way of exception, the licensee is authorized to transfer the usage rights and licence to a third

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party only upon compliance with all of the following conditions: The third party has expressly declared to the licensee to strictly and unrestrictedly submit and adhere to the conditions of this licence agreement for the Font Software. In case of transfer of the licence to a third party, the licensee agrees and is obligated to refrain from further usage of the Font Software, and, regardless of where it is located, agrees and is obligated to delete the Font Software and is not permitted to retain any copies, in whole or in part, of such.

#### 1.6

For the exclusive purpose of outputting certain files, the licensee is permitted to transfer a copy of the Font Software which is used for creating the pertinent file to a commercial printer or another service company. In the event of any text modification, the service company is required to possess its own licence. The licensee has to inform the commercial printer/pre-press/service company about the content of this Licence Agreement.

#### 1.7

Embedding of the Font Software into electronic documents or Internet pages is only permitted under the absolute assurance that the recipient cannot use the Font Software to edit or create a new document ('READ-ONLY'). It must be ensured that the Font Software cannot be fully or partially extracted and or copied from the mentioned documents.

#### 1.8

The licensee may electronically distribute Font Software embedded in a 'Personal or Internal Business Use' document only when the Font Software embedded in such document is in a static graphic image (e.g., a 'gif' image) or an embedded electronic document (e.g., a 'pdf' file, or an 'Adobe FlashTM' file), and is distributed in a secure format that permits only the viewing and printing (and not the editing, altering, enhancing, modifying, or extracting) of such static graphic image or embedded document.

#### 1.9

If the licensee intends to edit or modify a document containing the embedded Font Software, a request must be made to Nouvelle Noire. Nouvelle Noire will then conclude a Licence Extension for Font Embedding. This Licence Extension for Font Embedding is subject to an additional fee.

## **Article 2 Rights and Limitations**

#### 2.1

Selling, lending or otherwise transferring the Font Software to a third party or parties is strictly prohibited. In addition, transferring the Font Software as a component or subcomponent of other products, e.g., electronic documents or sublicences, to a third party or parties is also strictly prohibited.

#### 2.2

Modifying the Font Software is prohibited, even in the event that it is necessary for fulfilling personal design requirements. If the licensee wants to make modifications, consent and permission has to be obtained from Nouvelle Noire. Non-compliance with this provision voids any and all support rights and warranties granted by Nouvelle Noire and makes object of violation and breach of this

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licence agreement. Furthermore, if the licensee or a third party or parties effect modifications to the Font Software despite the prohibition against such modifications, Nouvelle Noire becomes automatically the owner of that modified data. Specifically, it is prohibited to change or modify the Font names used as identifying tags in the Font Software in any form or manner. If such changes or modifications become necessary, prior written consent has to be obtained from Nouvelle Noire.

### **Article 3**

#### **Warranty and Liability**

##### **3.1**

After reception of the Font Software by the licensee, Nouvelle Noire grants a 90-day warranty guaranteeing that the Font Software is essentially free from material defect in accordance with the documentation. To make a warranty claim, the licensee has to return the Font Software, including a copy of the sales receipt within the 90-day warranty period to Nouvelle Noire. If the Font Software is not essentially free from material defect in accordance to the documentation, the entire and exclusive liability and remedy shall be limited to either, at Nouvelle Noire's option, the replacement of the Software or the refund of the licence fee that the licensee paid for the Software. Nouvelle Noire does not and cannot warrant the performance or results the licensee may obtain by using the Font Software or documentation. The foregoing states the sole and exclusive remedies for Nouvelle Noire's or its suppliers' breach of warranty. Except for the foregoing limited warranty, Nouvelle Noire and its suppliers make no warranties, express or implied, as to non-infringement of third party rights, merchantability, or fitness for any particular purpose. In no event Nouvelle Noire or its suppliers will be liable to the licensee for any consequential, incidental or special damages, including without limitations any lost profits, lost data, lost business opportunities or lost savings, even if Nouvelle Noire has been advised of the possibility of such damages, or for any claim against the licensee by any third party seeking such damages even if Nouvelle Noire has been advised of the possibility of such damages. Some states or jurisdictions do not allow the exclusions of limitations of incidental, consequential or special damages, so the above exclusion may not apply to the licensee. Also, some states or jurisdictions do not allow the exclusions of implied warranties or limitations on how long an implied warranty may last, so the above limitations may not apply to the licensee. To the extent permitted by law, any implied warranties are limited to ninety (90) days.

##### **3.2**

The licensee agrees that the Font Software and documentation, and all copies thereof, are owned by Nouvelle Noire; and its design, structure, organization and encoding are valuable property of Nouvelle Noire and/or its suppliers. The licensee agrees that the Font Software and documentation are protected by the copyright laws of other countries, and by international treaties. In addition, the licensee agrees to treat the Font Software in the same manner corresponding to other copyrighted products, e.g., books. With the exception of the points explicitly mentioned here, copying and distribution of the Font Software is not permitted.

Any and all copies that the licensee is permitted to produce on the basis of this agreement have to contain the same copyright and other property clauses as those on or contained in the Font Software. The licensee declares not to modify, adapt or translate the encoding of the Font Software, nor reproduce, de-compile, disassemble, change, modify or otherwise attempt to reveal the source

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code of the Font Software.

The licensee is also aware that software is never completely errorfree and that the Font Software may therefore contain errors, which can affect functionality and operation.

The licensee agrees that the Font Software will not be shipped, transferred or exported into any country or used in any manner prohibited by the applicable export law, or other governmental restrictions or regulations of your country. This Agreement may only be modified in compliance with Nouvelle Noire.

### 3.3

Claims exceeding the preceding warranty claims, e.g., compensation for idle time, loss of production, waste of material and other indirect damage, are explicitly excluded, provided said damage was not willfully or intentionally brought about or caused by gross negligence on the part of Nouvelle Noire. Liability is not assumed insofar as the damage does not stem from a grossly negligent breach of duty by Nouvelle Noire.

## **Article 4 Confidentiality Obligation**

### 4.1

The licensee is obligated to undertake all necessary steps to prevent unauthorized access to the provisions and conditions.

## **Article 5 Final Provisions**

### 5.1

This contract represents an agreement between the parties. Verbal and collateral agreements do not exist.

### 5.2

Changes to this contract require written form. This also applies to changes to this written form clause.

### 5.3

Any and all disputes arising from, or in connection with, this contract as well as any dispute over the materialization of this contract are exclusively subject to the law of Switzerland. The rights and obligations of the parties arising from this contract are based on Swiss law, even in the event that the exertion or breach of contractual rights takes place in a foreign country. Place of jurisdiction is Zurich/ Switzerland.

### 5.4

This agreement is not governed by the 'United Nation Convention on Contracts for the International Sale of Goods (CISG)'.

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Nouvelle Noire  
Vallois + Studer  
Typedesign and  
development

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# Thanks.

## Ordering

Online ordering is the fastest and most convenient way to order and receive your fonts. After payment you will instantly receive your fonts to your mail account. All fonts are available through our website

**[www.nouvellementaire.ch](http://www.nouvellementaire.ch)**

## Testing Font

On our website you will find demo versions to download and test the font before buying.

## Further Informations

For further informations concerning our fonts please contact us at: **[info@nouvellementaire.ch](mailto:info@nouvellementaire.ch)**

## End User Licence Agreement Design

Clovis Vallois + Anton Studer

## Nouvelle Noire © 2013

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