

Font software End User License Agreement (EULA)

Licensing terms, version 1.1 — Updated: June 26, 2023

1. Agreement

This agreement is a contract between the Licensee (you) and Marmite Defontes (us). By purchasing a Font Software from us, you accept the terms of this agreement. By accepting the terms of this license, you acknowledge understanding and complying with its terms completely. This agreement replaces and supersedes any previous made proposal, oral or written between you and us.

You are purchasing the rights to download, install and use the Font Software as a non-exclusive, non-transferable, perpetual and worldwide license. You are not purchasing the copyright of the design or any parts of font(s) developed by Marmite Defontes. The licensing rights are specified in the following paragraphs.

You are not allowed to purchase a license on behalf of any third parties, resell, lend your license. You agree not to take any action that - directly or indirectly - causes the Font Software to become publicly available or otherwise be subject to a publicly available software agreement (embed).

In the event we need to contact you regarding this license, we ask for your address and contacts (used in invoices).

In the event your client needs assistance with a Font Software purchase developed by Marmite Defontes, they can contact us at marmite.defontes[at]gmail[dot]com.

2. Type of use

- **2.1 Usage**: Marmite Defontes grants you a non-exclusive license to use the font(s) according to this Agreement and with the full payment of the fees indicated in the invoice. The full payment is the condition to access the font(s) file(s). The full payment is due for all online and offline orders. The license is only granted to you, you being understood as the group of people contracting the license (individuals or company representatives).
- **2.2 Installation**: the Licensee can install the Font Software on the computers and output devices used within its organisation. The license is based on the number of people composing the organisation, not the number of devices. The Licensee is allowed to install the Font Software on one (1) file server to be used on a local network (LAN) within the organisation. This, only when the access to and use of the font software is limited to the computers, devices and printers used within the organisation.
- **2.3 Print (desktop)**: the Licensee can use the Font Software to create digital and printed digital documents, goods, signage and similar artefacts.
- **2.4 Logo**: the Licensee can use the Font Software to design a logotype for one (1) brand. If the Licensee wants to design another brand using the Font Software, a 'License extension' is required. The Licensee can convert the Font Software glyphs to outlines in a design software to edit those outlines to design a logotype
- 2.5 Web fonts: the Licensee can use the Font Software on

an unlimited number of websites, as long as the Licensee owns the domain names attached to the websites. This license covers unlimited subdomains names. There is no web traffic limit attached to the license. If the Licensee wants to use the Font Software with externally owned domains, a 'License extension' is required. The Licensee is responsible for hosting and embedding the Font Software. Only web fonts embed using CSS methods are allowed, using only WOFF, WOFF2 or OTF font files. Subsetting web fonts is allowed. Dynamic web-based advertising is considered a web font usage in this license.

- 2.6 Applications and digital publications: the Licensee can embed the Font Software in applications and digital publications. The embed is possible but not limited to mobile application, video game, e-book, computer software. There is no download limit of said applications and digital publications attached to the license. The Licensee ensures the embed protects the Font Software by obfuscation and / or encryption to prevent third parties from accessing and using the Font Software outside of the application or the digital publication. The Licensee is not allowed to embed the Font Software in an application enabling data or assets output (e.g. creating documents or generating graphics). This type of embedding requires a 'Client-Server License'.
- **2.7 Video and social media content**: the Licensee can use the Font Software to create video and social media assets. There are no subscribers / followers limit attached to the license.
- **2.8 Broadcasting**: the Licensee can use the Font Software for TV shows, commercials, video streaming, feature film, documentary and similar productions for commercial and non-commercial purposes. The limit of total viewers for the scope of work for broadcast and covered by this license is fixed to ten million viewers (10,000,000). Beyond this limit, a custom 'License extension' is required.
- **2.8 License extension**: if the real use of the Font Software by the Licensee exceeds the scope agreed in the 'Types of use' section, the Licensee must purchase a license extension from Marmite Defontes that covers the complete scope of us
- **2.9 Backup**: the Licensee can make backup copies of the Font Software, understood that these copies are for archiving purposes only. The Licensee is responsible for the safekeeping of all backup copies. The Licensee make sure the backup copies remain in their custody and they remain the exclusive depository of those copies. Backup copies of the Font Software are bound by the same copyright, trademark and intellectual property as the original font(s) file(s). Upon termination of this agreement, the backup copies must be permanently deleted.
- **2.10 Modifications**: the Licensee is not allowed to edit, adapt, reverse engineer, decompile, disassemble, take apart or attempt to unveil the source code of the Font Software in any way. The Licensee agrees not to create derivative works from the Font Software or any part of it. The Licensee is nevertheless allowed to subset the font



Font software End User License Agreement (EULA)

Licensing terms, version 1.1 — Updated: June 26, 2023

file(s) for 'Web fonts' use.

2.11 Third parties: the Licensee is not allowed to share the Font Software with third parties. Third parties are the persons or legal entities who do not have rights to use the Font Software. Third parties include, but is not limited to end users of publications or productions, websites, applications created with the Font Software. If third parties are to use the fonts, a separate license is required.

2.12 Purchasing license on behalf of: the Licensee is not allowed to purchase the Font Software on behalf of another organisation. The interested organisation has to license the Font Software itself based on the appropriate license tier.

3 License tiers

Marmite Defontes uses a value-based license model. The model is based on the size of the Licensee's organisation. Five tiers compose the model:

- Solo (1): your organisation is a one-person activity.
- Small (2 to 50): your organisation is composed of at least 2 persons and up to 50 people.
- Medium (51 to 250): your organisation is composed of at least 51 persons and up to 250 people.
- Large (250+): your organisation is composed of at least 251 people.
- **Unlimited (∞)**: you need unlimited usage of the Font Software. This tier requires a custom license agreement and dedicated fees.

4. Refund and return policy

Marmite Defontes applies a 'No Refund and No Return' policy. It means once an order has been processed and the digital files are available to the Licensee, there is no refund and no return possible. No exceptions will apply once an order has been processed and the digital files have already been made available to the Licensee.

5. Restriction of use

Global restriction of use: the use of Marmite Defontes Font Software in any racist context, homophobic context, transphobic, sexist context is not permitted, ever. The use of Marmite Defontes digital typeface software in blasphemous material, illegal pornographic material, criminally deceptive material, dishonest material, or in any illegal industry or hate activities is not permitted, ever. Furthermore it may not be used in projects or for clients that actively or passively aim to limit the rights of displaced persons, people with disabilities or human rights in general.

Transfer of rights: the Licensee is not allowed to transfer the rights of use acquired of the Font Software to another person or legal entity. The transfer of rights requires a written legal document provided by Marmite Defontes upon request. The Licensee make sure all copies of the Font Software, including all backup copies are deleted, after the transfer of rights. The new Licensee will be

bound by the same terms and conditions contained in this End User License Agreement.

Client-Server License: the Licensee is not allowed to embed the Font Software in an application enabling data or assets output (e.g. creating documents or generating graphics). This type of embedding requires a custom dedicated license. Contact us for this usage.

General behaviours: the Licensee is not allowed to share the Font Software without a copy of this End User License Agreement. The Licensee is not allowed to use the Font Software for a non-fungible token (aka an NFT) without getting Marmite Defontes official permission. The License is not allowed to put the Font Software in public repositories or on public server.

Marmite Defontes and its representatives will pursue legal action if the Licensee is found to be using our Font Software illegally. You acknowledge that you have read, understood and agreed to be bound by the terms and conditions of this agreement. If you are unsure about a potential use, please contact us before purchasing or using our Font Software.

6. Rights and attribution

Intellectual Property: the Licensee acknowledges that the Font Software, including all the copies, is subject to copyright protection. Marmite Defontes remains the exclusive owner of all copyrights, licenses, trademarks, property and other rights.

Attribution: Marmite Defontes will be very delighted if the Licensee credits Marmite Defontes with the name of the font(s) in the imprint, colophon or credit section of any publication (and where possible put the hyperlink: https://marmitedefontes.com/).

7. Termination of the agreement

If the Licensee breach this contract, all of the granted rights automatically end and the Licensee has to stop using the Font Software. In any legal recourse Marmite Defontes have, the Licensee needs to pay for any costs involved, for instance legal fees or investigation costs. Upon termination of this agreement, all the copies of the font(s) file(s) must be permanently deleted.

8. Complementary provisions

If individual provisions of these conditions are or become invalid, the validity of the rest of the contract shall remain unaffected. Invalid provisions shall be replaced by mutual agreement by such provisions which are suitable for achieving the desired economic purpose of taking into account the interests of both parties. The same applies to the filling of any gaps that may be found in these terms and conditions.

All disputes arising from this EULA or linked to it are subject to the exclusive competence of the courts of the head office of Marmite Defontes.