

# JTT Webfont Products Licence Agreement

Licensee	Southampton Solent University Limited a company incorporated and registered in UK with its registration identification 02316298 and its principal place of business at East Park Terrace, Southampton, Hampshire, SO14 0YN
Licensee Contact	Mark Humphrys mark.humphrys@solent.ac.uk
Correspondence Address	Southampton Solent University Limited, East Park Terrace, Southampton, Hampshire, SO14 0YN
Font(s)	Webfont formats WOFF2, WOFF, TTF, EOT for BlissWeb ExtraLight, BlissWeb Light, BlissWeb Regular, BlissWeb Bold, BlissWeb ExtraBold, BlissWeb Heavy
Fee(s)	£1,242.00 GBP + VAT
Scope of Use	To use the Font and its related Software to style, render and display HTML documents by means of the CSS@font-face mechanism only
Web Domain	The domain at: solent.ac.uk
Maximum Usage	500,000
Term	One year, ending 27 January 2017

**1. INTRODUCTION.** This Agreement is a legal document which sets out the Licensee's ("you" and "your") rights and obligations, and those of Jeremy Tankard Typography Limited ("JTT", "we" or "us"), in relation to the Fonts and their related font software (the "Software"), collectively "JTT Webfont Products". By paying the Fee or by installing or using any JTT Webfont Product, you accept that you are entering into a contract with us on the terms of this Agreement.

**2. WHAT THIS AGREEMENT PERMITS YOU TO DO**  
It permits you to make use of the licensed Font and Software using the webfont files provided by JTT:

- (a) at the Web Domain; and
- (b) up to the Maximum Usage per month: for the purposes of calculating Maximum Usage, a "page view" is a request to load a page that references the Font or the Software, as described in the Scope of Use.

**3. WHAT THIS AGREEMENT DOES NOT PERMIT YOU TO DO.**

It does not permit you to use or allow the use of Software or any Font in any of the following ways:

- (a) so that it may be accessed through a server or similar to edit, render or display content - the Web Server Licence Attachment is required
- (b) in an Electronic Publication - the Electronic

- Publication Licence Attachment is required
- (c) in an Embedded Product – the Embedded Product Licence Attachment is required
- (d) in a Commercial Product – the Commercial Product Licence Attachment is required
- (e) except as permitted under any of the Attachments to which you are party:
  - i. to use a Font other than for styling text at the Web Domain via the CSS @font-face up to the Maximum Usage
  - ii. to use a Font in connection with font replacement technologies
  - iii. embed a Font in any Adobe Flash (SWF) based, or similar or related technologies
  - iv. other than as described in the Scope of Use, to employ any embedding or linking uses or techniques, including but not limited to PDF, EPUB, iOS and/or Android native applications, Cufón or sIFR
  - v. to use or present a Font in any form in such a way that any part of the Font's image, outline or Software may be extracted or edited
  - vi. to make any work that is derivative of a Font, Font image or the Software
  - vii. to use a Font in formats other than those in which the JTT Webfont Products are provided by JTT
  - viii. to provide the ability for a remote user to edit text using a Font or Software if the result is any form of Product

# JTT Webfont Products Licence Agreement

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- ix. to use or allow the use of a Font or Software as a tool or resource for a third party (such as a remote user) to create customised Products or to edit text, such as (by way of non-limiting example) in connection with the creation of a personalized invitation, greeting card or a personalised Product
- x. to allow a Font or Software to be served to unlicensed domains, even if they are hosted on the Web Domain
- xi. to create any derivative typeface font or software

You can find out more information the JTT Products Licence, and the JTT Extended Licence and its Attachments, by emailing us at [licensing@typography.net](mailto:licensing@typography.net).

**4. GRANT OF LICENCE.** Upon (and conditional upon) our receipt of the Fees, we license you to use the Software and the Fonts in accordance with this Agreement. For the avoidance of doubt, if we are not in receipt of the Fees in cleared funds, you are not licensed to use any of the JTT Webfont Products; your licence of the JTT Webfont Products commences only when we receive the Fees in cleared funds.

The licence which we grant to you is (a) non-exclusive, (b) personal, meaning that it is granted only to the person or entity which initially licenses the JTT Webfont Products from us, and may not be shared with or transferred to any other person or entity, and (c) limited, as provided elsewhere in this Agreement.

Where you license JTT Webfont Products for use by an entity, you undertake that (a) you are entitled to license them on behalf of the entity, (b) the entity will be bound to this Agreement in the same way as you, and (c) this Agreement will accordingly be enforceable both against you and the entity.

**5. MAXIMUM USAGE.** If the average number of page views per month exceeds (or is to exceed) the Maximum Usage over any period of three consecutive months, you must obtain JTT's written agreement to an appropriate increase in the level of Maximum Usage, which will apply from the date of, and subject to any terms specified in, that written agreement (including as to the payment of an additional Fee). The use of the Font or Software in connection with page views which exceed the Maximum Usage (as increased by agreement with JTT) is not licensed under, and constitutes a breach of, this Agreement. For the avoidance of doubt, fewer page views than Maximum Usage does not entitle you to any reduction or rebate of the Fee.

**6. PAGE VIEWS.** JTT reserves the right to request and you hereby agree to provide an accurate report of your page view counts upon request.

**7. PROTECTION OF FONTS AND SOFTWARE.** Any process, technique or device such as hot-linking, re-serving or re-directing that allows access to and/or use of the Software by any person or entity which is not licensed by JTT is strictly prohibited. If you are using the Font or Software in relation to the creation of a third party website you or the third party must enter into appropriate agreements with JTT to license such use. You agree to use reasonable measures to ensure that the Font and Software are used only for the process of styling text at the Web Domain. At a minimum, and by way of illustration not limitation, reasonable measures include (a) preventing unlicensed third-party access, such as hot-linking, and (b) not allowing direct download of the Font or Software.

**8. LICENCE RESTRICTIONS.** The licence granted under this Agreement:

- i. is non-exclusive, and
- ii. is personal, meaning that it is granted only to the Licensee, and may not be shared with or transferred to any other person or entity,

**9. OWNERSHIP.** You acknowledge and agree that:

- (a) we (or our licensors) own all right, title and interest in and to the Software, including all copyright subsisting in and in relation to it; and
- (b) we own all right, title and interest in and to the Fonts, including all copyright subsisting in and in relation to them.

Separately and together, the JTT Webfont Products are protected by copyright under United Kingdom legislation, as well as by international copyright treaties. All rights not expressly granted in this Agreement are reserved to us.

**10. COPYING.** No copying or distribution of any of the JTT Webfont Products may be made, except as expressly provided in this Agreement; without prejudice to such obligation, you shall ensure that all copies and distributions of JTT Webfont Products include the same copyright and other proprietary notices as appear on the original JTT Webfont Products which we make available. All copies of the JTT Webfont Products must be kept under your exclusive control. You may make a reasonable number of copies of the JTT Webfont Products exclusively for legitimate back-up purposes only.

**11. DECOMPILE.** You may not reverse engineer, decompile or otherwise attempt to discover the source code relating to the JTT Webfont Products, provided, however, that if you are in a member state of the European Community or any other state which grants these rights, you may decompile the Software to the extent required for the purpose of obtaining sufficient information for the purpose of creating an interoperable software program (but only for such purpose and only to the extent that

# JTT Webfont Products Licence Agreement

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sufficient information is not provided by us to you upon written request).

**12. NO COOLING-OFF.** There is no right to cancel this Agreement or the licensing of Fonts or Software during the cooling-off period which is provided for certain purchases under the Consumer Protection (Distance Selling) Regulations 2000.

**13. YOUR INFORMATION.** You undertake to register for the JTT Webfont Products using accurate and current information about yourself – including your correct name, address and any other requested details. If you provide details of a credit, debit or charge card for the payment of Fees, you must ensure that (a) you are fully entitled to use that card, and (b) it has available funds sufficient to cover the charges which are deducted from it. Unless you advise us otherwise, we will use your contact information to contact with you by post and/or email with (a) support information concerning the JTT Webfont Products, and (b) information about similar good and services which we may license from time to time.

**14. PERSONAL DATA.** We will treat the personal data you provide to us in accordance with the Data Protection Act 1998, and otherwise in accordance with the law. We will not keep your personal data after the termination of this Agreement.

**15. WARRANTY.** We warrant that the Software will perform substantially in accordance with its documentation for the ninety (90) day period following delivery of the Software to you. To make a warranty claim, you must, within the ninety (90) day warranty period, return the Software to us together with proof of your licensing of the JTT Webfont Products, and adequate proof that the Software has failed to satisfy the above warranty. In any event, our entire liability shall be to refund to you the Fees you paid for the JTT Webfont Products. We give no warranty or undertaking that the JTT Webfont Products will be capable of being used in conjunction with any hardware or software other than that specified in our relevant documentation. No warranty is given concerning the performance of or results you may obtain by using the JTT Webfont Products.

**16. FEES.** You acknowledge that we are entitled to alter the amount or the basis of the calculation of our Fees from time to time, provided that such amount or basis is clearly stated at the time when you agree to take the relevant JTT Webfont Products.

**17. LIABILITY.** Your use of the JTT Webfont Products is entirely at your own risk. We will not be liable to you or any third party for any indirect or consequential loss or damage, or for any loss of data, profit, revenue or business, howsoever caused (whether arising out of any

negligence or breach of this Agreement or otherwise). JTT will also not be liable for any failure to perform of its obligations under this Agreement caused by matters beyond its reasonable control. We exclude all conditions, terms, representations (other than fraudulent or negligent representations) and warranties relating to the JTT Webfont Products, whether imposed by statute or by operation of law or otherwise, that are not expressly stated in this Agreement, including without limitation, the implied warranties of satisfactory quality and fitness for a particular purpose unless they are incapable of being excluded by law. Any statutory rights you may have as a consumer remain unaffected.

**18. LIABILITY LIMIT.** Without limiting the preceding Clause, the aggregate liability of JTT (whether arising in negligence or otherwise) will not under any circumstances exceed an amount equal to the Fees paid by you to us, regardless of the cause or form of action.

**19. NON-EXCLUDED LIABILITY.** Nothing in this Agreement limits JTT's liability for death or personal injury resulting from our negligence, or any other liability which may not by law be excluded.

**20. AUDIT.** You agree, both on behalf of yourself and any entity which uses JTT Webfont Products, to provide to us, upon such notice to you as we reasonably deem appropriate, such information as we may request in order to determine your and/or such entity's compliance with this Agreement and our rights.

**21. TERMINATION.** We shall be entitled to terminate the licence granted to you under Clause 2 above by notice sent to the contact email address or postal address you provided to us (as stated above) in the event:

- (a) of any serious breach of this Agreement by you or any entity which uses JTT Webfont Products you license from us; or
- (b) that you or any entity which uses JTT Webfont Products ceases to carry on its business or has a liquidator, receiver or administrative receiver appointed to it or over any part of its undertaking or assets, or passes a resolution for its winding up (or its winding up is ordered by a court), or enter into any voluntary arrangement with creditors, or similar in any other jurisdiction.

If this Agreement is terminated or the Term specified in this Agreement comes to an end, you (and any entity which uses JTT Webfont Products) shall (i) destroy the original and any and all copies of the JTT Webfont Products, (ii) ensure that all use of the Font and its related Software (whether within the Scope of Use or otherwise) ceases, and (iii) ensure that the Font ceases to be delivered to any browser accessing the Web Domain, and (where so requested by us) provide us with such evidence as we may require to show conformity with this requirement.

# JTT Webfont Products Licence Agreement

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**22. ASSIGNMENT.** We reserve the right to assign this Agreement, and to assign or subcontract any or all of our rights and obligations under this Agreement. You may not without the written consent of JTT assign or dispose of this Agreement, or the licence granted under this Agreement.

**23. ENTIRE AGREEMENT.** This Agreement is intended to contain your entire agreement with us relating to the JTT Webfont Products; we believe it to be fair and reasonable. It replaces all earlier agreements and understandings with you relating to the JTT Webfont Products, except for any fraud or fraudulent representation by either of us. A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of this Agreement.

**24. SEVERANCE.** In the event that any term of this Agreement is held to be invalid or unenforceable by judicial decree or decision, the remainder of this Agreement shall remain valid and enforceable.

**25. GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

**26. KEEP A COPY.** We don't separately file the individual Agreements entered into by members when they register for the JTT Webfont Products. You can access it at [www.typography.net](http://www.typography.net). If you license JTT Webfont Products online, please make a durable copy of this Agreement by printing and/or saving a downloaded copy on your own computer. It is offered only in English.

**27. WHO WE ARE.** We are a company registered in England under registration no. 04706912. You can correspond with us at the address specified on contact page of [www.typography.net](http://www.typography.net), or by email to [info@typography.net](mailto:info@typography.net). Our VAT registration number is GB752551435.

## APPENDIX

In this Agreement:

- (a) "Commercial Product" means a tangible Product which substantially relies on a Font for its commercial value; examples include where the Font image (i) may be repurposed by an end-user of it, such as a rubber stamp or an adhesive alphabet, or (ii) may not be repurposed by its end-user, but a principal characteristic of the Product is the display of a sub-set of a Font or its attributes;
- (b) "Electronic Publication" means a file that includes a Font as a rasterised image or as outline data to display the text of a publication that is, or is intended to be, distributed, such as (without limitation) an electronic book, magazine or newspaper;
- (c) "Embedded Product" means a Product in which Software is securely embedded to allow the Product content to be edited, rendered or displayed; non-exclusive examples include software Products such as mobile apps and physical Products such as eReaders;
- (d) "domain" means a primary domain and its subdomains, where the "primary domain" is the host name of a website's home page (for example, but without limitation: [example.com](http://example.com); [example.co.uk](http://example.co.uk); [example.org](http://example.org); [user.example.com](http://user.example.com); [www.example.com/~user/](http://www.example.com/~user/); etc.), and a "subdomain" is a subdivision of the primary domain (for example, not limitation: [shop.example.com](http://shop.example.com); [support.example.com](http://support.example.com); or [user.example.com](http://user.example.com); etc.)
- (e) "entity" includes any incorporated or unincorporated entity or person, whether a company, corporation, partnership, association, or other.
- (f) "font" includes typeface, bitmap and any technology resulting in a representation thereof; and references to fonts include sub-sets of them;
- (g) "Product" includes tangible and intangible goods and services (such as, without limitation, software applications and documents in any form);
- (h) "sub-set" means, in relation to a font, (i) no more of that font's glyph-set than is reasonably required for the relevant work, and in any event (ii) less than the complete glyph-set of that font (when combined with all other works available to the end-user in which any part of the font is embedded);
- (i) "unlimited" means, in relation to the Term, a period of fifty years from the date when you enter into this Agreement;
- (j) "use" means (A) in relation to the Software, to be accessible in connection with the use of any of the Fonts, and (B) in relation to the Fonts, to be accessible for the inclusion or replication of any of the Fonts in any part of a work, in any medium;
- (k) "work" includes any form of visual representation, whether textual, graphical or otherwise; and
- (l) "you" means (i) the person who enters into this Agreement, or (ii) where this Agreement is entered into on behalf of an entity, that entity.