

Some fonts from Tiro Typeworks Ltd. are available under a license for indigenous language use. This is a no-fee license: you can get these fonts without having to pay for them, but must agree to the license terms and use the fonts as specified in the license agreement. For ease of identification, these fonts will have the suffix 'IL' in the font family name. They will typically be either subsets or extensions of Tiro fonts that are also available for paid licensing.

The aim of the Indigenous Language License Agreement is to encourage and support communication and publishing in the original languages of the indigenous peoples of the Americas, and to provide high quality fonts for sophisticated typography and professional publishing standards. Fonts available under this license can be freely used for these languages, while at the same time Tiro retains the ability to generate income from paid licenses when our fonts are used for other purposes. We believe this is the first example of a font license agreement that is tied to language use.

When you obtain a font license through Tiro Typeworks' online store, you will receive with the font a personalised Order Summary stating the license type and limitations, and a copy of the relevant License Agreement. Please take care to ensure that you have an appropriate license for your needs.

As legal documents, Tiro's license agreements must strive for clarity of meaning regarding the rights and interests of both parties to the agreement. We have endeavoured to write our license agreements in plain English, and to make them as reader-friendly as possible. The compliance and violation sections may sound alarming, but these exist to defend against abuse, not as a burden on people of goodwill.

Indigenous Language License Agreement exemplar

Hello. This License Agreement ('Agreement') is a legal contract between the licensed user ('you'), and the licensor, Tiro Typeworks Ltd. ('Tiro'). Please read it carefully. If there is anything in this Agreement that you do not understand, please contact Tiro for clarification.

Tiro hereby grants to you a non-exclusive license to use a Font from Tiro under the terms of use stated in this Agreement.

This Agreement takes effect when you download or use the Font, and is governed by the laws of the Province of British Columbia, Canada. If you do not agree to or understand the terms of use, do not download or use the font. Tiro expressly reserves all rights not granted to you in this Agreement.

FONT: For the purposes of this Agreement, the 'Font' is defined as the font software, the design embodied and instantiated in that software, and all supplemental materials provided along with the font software, as well as any future versions or upgrades.

PERMISSIONS: This Agreement is governed by 'permissions', rather than by limitations. There are no restrictions on the number of device installations, number of website visitors viewing webfonts, or numbers of mobile apps or e-books in which the Font may be embedded, so long as the text content conforms to the language use terms expressed in this Agreement, and all other terms of use are complied with.

General Terms

INTELLECTUAL PROPERTY: The Font is the exclusive property of Tiro or the original owner of the Font, in which case it is being distributed under license by Tiro, and is protected under various domestic intellectual property laws and relevant international treaties. Except as expressly stated herein, this Agreement does not grant you any intellectual property rights in the Font, the materials associated therewith and any copies thereof and all rights not expressly granted are reserved by Tiro.

DISTRIBUTION: Except in very specific instances described and permitted in this Agreement, you may not distribute (share, rent, lend, give away, sell, or sub-license) the Font. You may not store copies of the Font on any public repository. You agree to take best efforts to prevent others from accessing, distributing, or serving the Font.

MODIFICATIONS: You are allowed to convert text set in the Font into outlined vector files. You may also modify the font software itself, as long as it is for your own purposes only and you do not distribute the modified font or the software. Any modified versions of the Font remain the property of Tiro or the copyright owner in the Font, as the case may be, and are subject to the same Agreement. You are required to send a copy of any modified version of the Font to Tiro, who reserves the right to incorporate these or similar modifications into future versions, upgrades, or other fonts. A modified Font must have an appropriate identifier, e.g. your name, appended to the name of the Font (this is both a legal requirement of this agreement and sound practice for technical reasons, avoiding possible conflicts and font cache corruption).

SUBSETTING: You are permitted to subset the Font to reduce file size for web use or app and e-book embedding, and to produce your own webfont format file from the subset font. You must not use any subsetting system or service that involves uploading the fonts to a public or third-party server. Tiro accepts no warranty or liability for subsetted fonts made by you.

LICENSE TRANSFER: Since the Font is available under a no-fee license, it should not be necessary to transfer your license to another user who is able to obtain a fresh license; therefore, transfer of license is not permitted under this Agreement.

SPECIAL LICENSE: Any use or distribution of the Font not expressly permitted in this Agreement must be separately authorised in a Special End User License Agreement. Tiro reserves the right to permit or prohibit any specific use or distribution at its sole discretion.

AMENDMENTS: In the event that new technologies and use scenarios may require amendments or clarifications to this Agreement, Tiro reserves the right to unilaterally change the terms of the Agreement, effective from the date of publication of such amendments.

UPDATES: Tiro may, from time to time, publish updates or upgrades to the Font. Such updates or upgrades may be issued to you under the existing Agreement and Order Summary, or may require a separate Agreement and new Order Summary, at Tiro's sole discretion.

Terms of Language Use

This Agreement permits you to install and use the Font on devices, websites, e-books, and apps so long as the content to be displayed by the Font is in, or substantially about, one or more of the indigenous languages of the Americas. By this is meant the original languages of those peoples and communities collectively or specifically referred to—by themselves or by others, in law or by convention—as Indigenous Peoples, Aboriginal Peoples, First Nations, Native Americans, Inuit, Amerindian, Pueblos Indígenas, Pueblos Aborígenes, Povos Indígenas, etc.

Examples of content considered to be substantially about a language would include textbooks and other language learning materials, dictionaries (including bilingual dictionaries involving non-indigenous languages), reference grammars, and scholarly linguistic articles. The Font may be used for all these and similar content.

The Font may not be used for non-indigenous language content. By this is meant content in settler, colonial or immigrant languages such as English, French, Spanish, etc. If you wish to set, display or publish content in non-indigenous languages that does not otherwise conform to the permissions of this Agreement, you must obtain a Special License Agreement or a different version of the Font made available under a different license type.

An exception is made to the preceding clause for content that belongs to the distinctive culture of a people or community that has arisen from intermarriage with or adoption by indigenous peoples. An example of such a culture would be that of the Métis in Canada.

If in doubt whether a particular use is permitted under the terms of the Agreement, please contact Tiro. Many such queries may be answerable by considering the question 'Does this use of the Font further the aims of encouraging and supporting communication and publishing in the original languages of indigenous peoples?'

Terms of Device Use

So long as the language use permissions are complied with, you may use the Font to create any file type or physical output in which the Font is not embedded or delivered externally to support display of the file, with the exceptions noted here:

DOCUMENT EMBEDDING: You are allowed to embed the Font in document formats that allow embedding, such as PDF. The Font must be embedded in such a way that the reader is restricted from changing its embedding permissions, extracting the complete Font from the document, or creating or editing new content using the Font. Embedding in mobile apps or e-books is subject to a separate set of terms and is subject to separate limitations.

SERVICE BUREAUS: If printing from a PDF with embedded font is not an option, you are permitted to send the Font to a printer or service bureau for the sole purpose of production of your job. When the service bureau is finished printing your job, they must destroy all copies of the Font.

BACKUPS: You may create a reasonable number of copies of the desktop Font for backup purposes, as long as backup copies cannot be accessed by anyone other than licensed users.

Terms of Web Use

This Agreement allows you to use the Font on websites using the CSS @font-face rule, so long as the website content conforms to the language use permissions.

DOMAINS: You are required to identify and register all domains where the Font is served via @font-face. You may contact Tiro at any time to register an additional domain. You are not limited to a specific number of domains or subdomains, so long as all websites using the Font are operated by you.

SERVER: You must host the Font on the same server as your website, or on a content delivery network where you host other website assets such as graphics. You must make best efforts, including use of Cross-Origin Resource Sharing (CORS) headers, to prevent unlicensed use of the served font by other people.

HOSTED SERVICES: In addition to hosting the Font yourself, you are also permitted to host the Font via any hosted-service through which Tiro has chosen to make the Font available. You may not yourself add the Font to any public webfont-hosting service, or host it in a way that allows for unauthorised use.

FORMATS: For web use, you are limited to serving the Font in WOFF and WOFF2 formats, and in EOT format only to older versions of browsers that do not support WOFF and WOFF2. You may not use desktop formats such as OTF and TTF. If you have questions regarding these or other formats, please contact Tiro.

Terms of E-book Use

This Agreement allows you to distribute the Font by embedding it in an unlimited number of electronic publications ('e-book', understood as a single title or a single part of a series, or a number of a journal), so long as the content conforms to the language use terms.

The general terms regarding Document Embedding apply to e-books: the Font must be embedded in such a way that the reader is restricted from changing its embedding permissions, extracting the complete Font from the e-book, or creating or editing new content using the Font.

Terms of App Use

This Agreement allows you to distribute the Font by embedding it in an unlimited number of applications ('apps') for mobile devices such as phones and tablets, so long as the content conforms to the language use terms. An app is a single title or single part of a series; platform-specific versions with the same name and functionality may be counted together as a single app.

You may not install the Font on a mobile device system in a manner that makes it available for use other than in the app(s) for which it is licensed, and must make best efforts to secure the Font and protect it from extraction and unauthorised use.

Finally

RIGHTS: Tiro reserves all rights not otherwise specified, makes no guarantees, and disclaims all warranties except those proscribed by law.

COMPLIANCE: You are required, should Tiro request, to provide complete and accurate information demonstrating compliance with the terms of this Agreement. Tiro may, upon at least 10 days' notice, require an audit of your records or devices, to be conducted by Tiro or a designated third party, to ensure compliance. All information received in response to such a request or audit will be treated as confidential by Tiro, except as may be reasonable to enforce the Agreement.

VIOLATION: If you violate any of the provisions of this Agreement, in addition to any damages the violation may cause Tiro will be entitled to payment by you of the costs incurred to investigate and address the violation, enforce the Agreement, and/or finalise a settlement, including reasonable investigators' and attorneys' fees.

TERMINATION: This Agreement remains in effect until the license is terminated.

To terminate this Agreement, delete all copies of the Font (in all formats, including embedded files) and notify Tiro that you have terminated your license.

Tiro reserves the right to terminate the license if you breach any term of this Agreement, without the obligation of notice or opportunity to cure. That said, Tiro will make a good faith effort to allow you to upgrade your license so that you can operate within its terms. Grounds for termination include:

1. Using the Font outside of the terms set in this license;

2. Unauthorised distribution of the Font, or other breaches of the terms stated above.

If Tiro terminates the license, you must delete all copies of the Font.

LIABILITY: Under no circumstances is Tiro responsible or liable for any issues or harm or physical damages that may result from the use of the Font. Tiro's liability to you for costs, damages, or other losses arising from your use of the Font—including third-party claims against you—is limited to a refund of your license fee.

The Font is provided 'as is'. If you encounter a problem with the Font, Tiro will make a good faith effort to provide you with documentation and support. If no solution can be found, Tiro can offer you the option to terminate the license in exchange for a refund. A refund is not guaranteed in every instance and is at Tiro's discretion.

LEGAL USE: Tiro reserves all rights to modify, enforce, and terminate this Agreement to the extent that it is permitted by law. You are responsible for making sure that you are in compliance with all laws, foreign and domestic, that might apply to the licensing and use of the Font.

QUESTIONS: If you have any questions or concerns about this Agreement, contact Tiro at any time.

Thank you for abiding by the terms of this Agreement.