

End User License Agreement v.1.0

Kurppa Hosk AB
Mäster Samuelsgatan 56
111 21 Stockholm
Sweden

Introduction

We have designed our licensing model to be as simple as possible. As an agency, we frequently assist our clients with font purchasing, and when creating our own licensing model, we have tried our best to include findings from our own experience. This is why we are using company size as the only metric you need to purchase licenses with us. We believe this to be an accurate metric which reflects a typeface's value in relation to the client's business in an equitable way.

We know font purchasing can be quite tricky, so please don't hesitate to reach out to hello@khtype.com in case of any questions.

General

By using, or purchasing, or downloading, or installing, or in any way handling the digital typeface software (hereafter referred to as font or fonts), you – the purchaser and /or licensee — agree to commit to the terms of this agreement with KH Type and Kurppa Hosk AB (hereafter referred to as KH Type). If you do not wish to enter this agreement, do not use, purchase, download or install any fonts distributed by KH Type.

You may not sell, distribute or give away any modified or unmodified version of the fonts, either privately or publicly. This agreement replaces any previous oral or written agreement or discussion between the purchaser and KH Type.

License holder

It is always the client that is the license holder of our fonts. This means that if you are an agency, studio, designer or any other type of producer of designed material where a client or a brand is the end user of the fonts — it is not you, but rather your client/brand that needs to purchase the license to use our fonts. You can make the purchase on your clients' behalf, but the license should be reflected by the end user's/client's company size, and not your agency or design practice's company size.

The only situation where you, as a designer, studio or agency, would need to purchase a font license from us, is when using our fonts in your own branding or in any other type of commercial project you do for yourself or your own brand.

Company size

KH Type is operating with a company size metric for determining the licensing fees. This means that the company size, measured in employees, is the only metric you need to license fonts through KH Type. In other words, there is no need to keep track of monthly web visitors, monthly impressions in marketing or number of app downloads, which the more traditional licensing model requires.

Copyright

When licensing a font through KH Type you are purchasing the rights; meaning a non-exclusive, non-transferable, non-assignable license to use the fonts in accordance with this agreement. You are not purchasing the copyright to the design or any other part of the fonts. The copyright always rests with the original designer of the font.

License types

We offer three different types of licenses off the shelf: Desktop, Web and App/Game. What is allowed within each license is explained further below. The type of license you have purchased is shown on your receipt, which is delivered to the email address that is used at checkout.

If your company grows beyond what was stated as the original company size, or if your licensed usage needs extend beyond your purchased license type, you are obligated to upgrade your license to reflect your current company size and font usage respectively.

Apart from that, all license fees are one-time fees. If administrating your growth and keeping track of correct licensing is something you'd rather avoid, consider purchasing an unlimited license. With an unlimited license you pay a one-time fee and get unlimited use-rights across all medias independent of future company size or future needs. For unlimited licensing, contact us at hello@khtype.com for a custom quote.

Special case licenses

Some special case usage may require special licensing that is not covered by our main license types (Desktop, Web and App/Game). This includes, for example, the unlimited licensing option and embedding the fonts into software/hardware products in such a way that the fonts will be used by the purchaser or user of such products. If uncertain on what license type you need for a certain project, please reach out to us at hello@khtype.com.

Third parties

You are allowed to provide the fonts to a third party like a printer, designer, or developer that is working on your behalf, provided they agree on only using the fonts for doing work on your behalf. If so, they are bound by the agreement of this license, which must also be included when sending the fonts to the relevant third party. The font files must be deleted from the third party's devices when their commitment with you has ended. You may under no circumstances provide any other third party with the font files.

Embedding

You may embed the fonts in documents sent to third parties. Such documents may only be viewed or printed, but not edited by the recipients. Embedding rights in other types of software is determined by which license you have purchased. You may not embed our fonts in software or hardware products in a way that they will be used by the purchasers of such products. If you are uncertain on embedding rights in a particular occasion please reach out to us at hello@khtype.com.

Modifications

You are allowed to convert the fonts to graphical outlines within a design software, and modify those graphical outlines. But you are not allowed to reverse-engineer,

modify, decompile, disassemble or convert our fonts in any way. You are not allowed to change the name of the fonts without our consent. If you want to rename one of our fonts for a specific case, please reach out to hello@khtype.com and we'll help you in exchange for a small fee.

Desktop license

Fonts intended for desktop use are delivered in the .otf file format. With a desktop license you may install and use the fonts on all devices within your organisation to create static or moving files or documents for one brand. This includes both printed and digital files such as pdfs, images, logotypes, merchandise, social media posts, ads, signage and other similar outputs.

Web license

Fonts intended for web use are delivered in the .woff and .woff2 file formats. With a web license you may use the fonts for one web domain (including related subdomains) using the font-face technology. Since we base our licensing on company size, there are no limitations in regards to web traffic. If you want to use the fonts for another domain you need to purchase an additional web license. You are allowed to use a software or service to subset the character set of the webfonts to reduce their file sizes, only as long as you do not modify anything else in the design or the underlying data of the fonts.

App/Game license

Fonts intended for desktop use are delivered in the .ttf and .otf file formats. The App/Game license allows you to embed the fonts in one application or one game. If you want to use the fonts for another app or another game, you need to purchase additional App/Game licenses.

The use of the fonts licensed under the App/Game license is restricted to the preparation work related to the fonts being used in an application or a game. You may not embed the fonts with the font-face technology or create material that falls under the Desktop license (please see above).

Trial license

Our trial license is free and allows you to use the trial versions of the fonts to help decide if you want to buy a license. All trial versions of our fonts include "TRIAL" in the font name, e.g "KH Teka TRIAL". If you are an independent designer, design studio, brand agency, advertising agency or similar, you are allowed to use the trial fonts to pitch design work to your clients.

Student license

We believe that students should not be spending their money on font licensing for school assignments or personal projects. So with our student license, you are allowed to use our fonts for such projects — personal, and non-commercial school assignments or personal projects. However, you are not allowed to use the fonts for client work or for commercial purposes.

If you'd like to obtain or fonts with the student license, please reach out to hello@khtype.com and we'll be happy to help you.

Politics and discrimination

You are not allowed to use our fonts to promote violence or in a discriminating manner. For use within political campaigns, political messaging or by any political party you require our express permission.

In-use and marketing

We love seeing our fonts out in the wild. When using our fonts you are automatically giving us consent to share your work for our marketing benefits, such as on social media, on our website, in public talks, for educational purposes and casing material. Third parties like blogs, magazines or publications have the same right. If you do not want to grant us permission to do so, please send us an email at hello@khtype.com within 10 days of your purchase.

Disclaimer, termination and warranty

We always aim to develop fonts to the highest standard, but we cannot guarantee perfect functionality on old systems or in older versions of the MS Office applications. The fonts are provided as-is, without any implied warranties as to the functionality and performance of the fonts. KH Type accepts no liability or responsibility for any real or imagined legal breach in relation to our fonts. Likewise, we are not liable for any direct or indirect damages perceived to be caused by us or our fonts under any circumstances. If it would transpire, in a specific case, that we were in fact liable, our liability would never extend beyond a simple refund of the licensing fee.

If you breach this agreement, all of your rights are terminated immediately and you must cease using the fonts and delete them from your devices.

This agreement is governed by and constructed in accordance with Swedish law.