

Emigre Fonts Software License Agreement

This is a legal agreement, by downloading and/or installing Emigre Fonts software you agree to be bound by the following terms and conditions:

If you are purchasing this license on behalf of your employer, the terms and conditions recited herein apply to your employer as well as to you as a representative of your employer. Should you cease working for your employer, you will no longer be entitled to use the Emigre Font Software, but your employer will continue to be the license holder. If you are purchasing this license for your own use and will be using the Emigre Font Software on behalf of a third party or employer who will retain the Emigre Font Software, the third party and/or your employer must purchase their own license.

For the purposes of this agreement, you agree that the Emigre Font Software includes the design of the type font embodied in the Font Software. This term is contractual in nature and not a mere recitation.

1. The Emigre Font Software is licensed for use at one (1) location with a maximum of five (5) devices.
2. Use of the Emigre Font Software at more than one (1) location or with more than five (5) devices requires a Multi-Device Site License upgrade. A device may be, but is not limited to, a printer, rasterizer, video display terminal, CPU, laptop, workstation or any device where the Emigre Font Software is rasterized or the display of the Emigre Font is generated, or any technology that allows anyone to edit or compose text. For example, but not limited to, a display terminal shall be considered a device if the Emigre Font outline is embedded or otherwise included for viewing or other use by end users by means of a multimedia CD, video game, tablet-type computer, smart phone, computing device, e-reader, manufacturing devices or other means by which the Emigre Font Software can be displayed or used.
3. Except as permitted herein, you may not modify, convert, adapt, translate, reverse engineer, decompile, disassemble, alter or otherwise copy the Emigre Font Software, or the design of the type font embodied therein. You are permitted to make one backup copy.
4. The Emigre Font Software or documentation may not be sublicensed, sold, leased, rented, lent, or given away to another person or entity. You may not place the Emigre Font Software on-line, or post or otherwise allow access to the Emigre Font Software via any on-line service, computer, workstation, server, or network, unless all users that have access to the Emigre Font Software have a valid license from Emigre. This Basic License does not permit the use of the Emigre Font Software as a web font, stored for use and transmission via a server, embedded in video game or gaming devices, on-line applications, or in on-line templates or other applications where an unlicensed user can access, and/or edit and/or compose text or otherwise dynamically generate content. These uses require a special license and are quoted on an individual basis. Please send an email to: sales@emigre.com to discuss your needs.
5. The Emigre Font Software may be returned or exchanged only if defective. Defective software will be replaced when accompanied by a valid sales receipt and Emigre is notified within one (1) week of purchase.
6. You agree that any derivative works created by you from the Emigre Font Software, including, but not limited to, software, EPS files, other electronic works, and/or embedded works, are considered derivative works under both U.S. and other national laws and use of any derivative work is subject to the terms and conditions of this License Agreement. Derivative works may not be sublicensed, sold, leased, rented, lent, or given away without written permission from Emigre. Emigre shall not be responsible for unauthorized, modified and/or regenerated software or derivative works. Embedding or otherwise incorporating the Emigre Fonts Software in any form or device, irrespective of the technology or format is strictly prohibited without an additional license.

7. The Emigre Font Software is protected under domestic and international trademark and copyright law. You agree to identify the Emigre fonts by name and credit Emigre's ownership of the trademarks and copyrights in any design or production credits.

8. Any breach of the terms of this Agreement shall be cause for termination without notice. In the event of termination, and without limitation of any remedies under law and equity, including injunctive relief without the obligation of posting security, you agree to immediately return the Emigre Font Software to Emigre and certify that no copy remains in your possession or control.

9. EMIGRE MAKES NO WARRANTIES, EXPRESS OR IMPLIED AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE. WITHOUT LIMITING THE FOREGOING, EMIGRE SHALL IN NO EVENT BE LIABLE TO THE LICENSED USER OR ANY OTHER THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING DAMAGES FROM LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, ARISING OUT OF THE USE OR INABILITY TO USE THE PRODUCT EVEN IF NOTIFIED IN ADVANCE. UNDER NO CIRCUMSTANCES SHALL EMIGRE'S LIABILITY EXCEED THE REPLACEMENT COST OF THE SOFTWARE.

10. Embedding of the Emigre Fonts Software is permitted only within electronic documents created in PDF, Microsoft Word & Microsoft PowerPoint, Flash, and Silverlight, and must be restricted to viewing, printing, and editing of a document to the extent that it remains substantially the same document. The document may not be edited into a new document, variations, templates, or dynamic content. The font data must be subsetted when embedded. Encryption of the embedded Emigre Fonts Software must be secure enough to prevent any access or use by others. Any authoring workflow which requires the user to move the font files themselves is not allowed. Embedding in apps, ebooks or emagazines requires a separate license. For more information regarding these licenses go to: <http://www.emigre.com/License>

11. Some states or jurisdictions do not allow the exclusion or limitations of implied warranties and incidental, consequential or special damages. The exclusions or limitations contained in the Emigre Font Software License Agreement may not apply to you. Restrictions to exclusions and/or limitations of the Emigre Font Software License Agreement shall only be effective to the minimum extent permitted by your state or jurisdiction and only if required by your state or jurisdiction. Under no circumstances shall the exclusions and/or limitations of the Emigre Font Software License Agreement be greater than thirty (30) days after the date of purchase or the minimum time allowed by your state or jurisdiction, whichever is shorter. Thereafter, all the exclusions and/or limitations of the Emigre Font Software License Agreement shall apply. The Emigre Font Software License Agreement gives you specific legal rights and you may have other rights that vary from state to state.

12. The Emigre Font Software is licensed for use at a single location for use with a maximum of five (5) devices. The Emigre Font Software may not be shared between locations or business entities. Each additional location and/or entity must purchase a separate license to be used in accordance with the terms of the Emigre Font Software License. License upgrades may be purchased for use with additional devices. The upgrade price is calculated as a percentage of the original price of the software. To determine the number of devices, add up all CPUs, workstations, printers, and other devices that use the fonts.

The following is cumulative:

1 - 5 devices (standard license)

6 -10 devices: add 50 percent

11-50 devices: add 20% for each 5 devices

51-125 devices: add 15% for each 5 devices

126-250 devices: add 10% for each 5 devices

over 251 devices: add 5% for each 5 devices

Very large or unlimited uses of the Emigre Font Software require a custom license agreement; please send an email to: sales@emigre.com to discuss your needs.