



DOCUMENT
Colophon Desktop End User
License Agreement (EULA)

PAGE
1

DESKTOP END USER
LICENSE AGREEMENT

V1.002 (08.23)

SECTION A
THE PARTIES

This agreement is between you, the user,

("USER" or "LICENSEE" or "YOU")

AND

AS & EH Partnership LTD DBA Colophon Foundry

("US" or "WE" or "AS & EH PARTNERSHIP LTD" or "COLOPHON
FOUNDRY" or "COLOPHON")

AS & EH Partnership LTD is a registered company in England and Wales.

| | |
|----------------|----------------|
| COMPANY NUMBER | 8402407 |
| VAT NUMBER | GB-131-5426-45 |

whose registered office is at:

| | |
|---------|---|
| ADDRESS | 16A Crane Grove London N7 8NN United Kingdom |
|---------|---|

By downloading and installing the Font Software owned and distributed
by Colophon, you automatically agree and are bound under jurisdiction
and courts of England and Wales to the terms below:



DOCUMENT

Colophon Desktop End User
License Agreement (EULA)

PAGE

2

SECTION B GENERAL TERMS

B-01 → ACKNOWLEDGEMENT

You acknowledge you have fully read and understood all terms within this agreement. This document supersedes any other or previous agreement, oral or written, between Colophon and the licensee. No variation of this agreement will be accepted, other than a written exception created by the Colophon.

We reserve the right to modify or amend this agreement / End User License Agreement (EULA) in any way what-so-ever, at any time and without notice given.

B-02 → IP OWNERSHIP

The Font Family and / or the Typeface and / or the software and / or Font Software represented by this contractual agreement are wholly the Intellectual Property of AS & EH Partnership LTD DBA Colophon and their respective creators. This license will not constitute any form of ownership by the licensee, and all rights, both moral and intellectual, will stay fully assigned to the relevant original owners.

B-03 → NO LEASE, SUBLICENSING, ETC

The licensee may NOT sell, lease, sublicense, or otherwise assign or transfer any rights, duties or obligations under this agreement, in whole or in part, to any person, or third-party, including by merger. Any breach of this will result in immediate termination of the license agreement and you will be required to delete all copies, or destroy all materials (in any and every medium, digital or physical) that contain the breached license.

B-04 → FEES

Upon full payment of the appropriate license received by Colophon, you will become a licensed user. All fees / costs will NOT include the following – gross receipts, excise, import, export, value added or similar taxes. The Licensee is responsible for paying any applicable fees regarding the license sale.

B-05 → NO MODIFICATIONS

Re-naming and / or adapting and / or modifying characteristics and / or drawings and / or reverse engineering and / or changing the font format to that of the supplied variant, is strictly NOT permitted. You also hereby agree NOT to transmit any electronic document or software to any party / parties that intends to edit, transform, alter, enhance, merge, or otherwise modify or remove the Licensed Font Software from any document or documents. Any modifications of our Font Software is



DOCUMENT

Colophon Desktop End User
License Agreement (EULA)

PAGE

3

strictly prohibited. All and any modifications made to the Licensed Font Software must be exclusively made by Colophon ONLY. Please contact us directly to discuss your requirements.

B-06 → REFUNDS

We DO NOT give refunds, all sales are final, unless proven that the files are defective, after a period of exhaustive technical support and evaluation.

B-07 → LICENSE NON-TRANSFERABLE

All licenses are non-transferable, and are only assigned to the named licensee at point of purchase. This means you may NOT transfer licenses (and the respective Licensed Font Software) to any other parties and / or clients and / or affiliates and / or entities and / or collaborators

Any additional party / parties utilising the Font Software must license appropriately before installing any Font Software.

Colophon allows users to purchase Font Software on behalf of clients, collaborators, businesses and affiliates, but each entity must have their own license under the required usage and tiers.

B-08 → A SINGULAR ORGANISATION

The license is purchased for use within a singular organisation or entity or person or individual. Multi-user licenses purchased can be utilised across multiple locations as required, but these individuals must work for a singular organisation or company or entity.

The license is valid for only 1 (one) company, for example a Limited (LTD), Inc GmbH, PTY, PLC, CIA, Corp., LLC, S.A., ApS, ASA or equivalent recognised company title / suffix within your relevant jurisdiction.

B-09 → VIRUSES

Although Colophon Foundry has taken every effort to ensure the Font Software contains no viruses or malware, in no circumstance what-so-ever does Colophon take responsibility for damage caused to a user's hardware, software or a loss of income that may have occurred as a result. All Colophon Font Software installed is done so at the owner's risk and we, Colophon, will NOT be held responsible.

B-10 → LICENSE RESTRICTIONS

It is the sole responsibility of the designated licensee to ensure all license restrictions, extents and limitations are communicated within their own organization, entity or business. Limitations to number of users, page views per month, weights and styles or license length must be documented and communicated.



DOCUMENT

Colophon Desktop End User
License Agreement (EULA)

PAGE

4

B-11 → JURISDICTION

This agreement and all relations, disputes, claims and other matters arising hereunder (including non-contractual disputes or claims) shall be governed exclusively by, and construed exclusively in accordance with, the laws of England and Wales, without regard to its conflicts of law provisions. The courts located in England and Wales shall have exclusive jurisdiction to adjudicate any dispute or claim arising out of or relating to this agreement (including non-contractual disputes or claims). Each party hereby consents to the jurisdiction of such courts and agrees NOT to assert the defenses of lack of personal jurisdiction, improper venue or forum non conveniens in any such action brought under such court.

B-12 → MAJOR BREACH OF LICENSE

Breach of any of these terms in case of gross negligence or unlawful misconduct will result in the termination of the contract immediately, and we will revoke the license for the purchased fonts without refund. After termination, you must destroy all copies, including backup or archival copies on external media (E.G. an external hard drive utilised for backups).

If the Font Software is unlicensed, activated and used, this is a major breach of the terms of license. You will therefore automatically agree to retroactively settle with the appropriate licenses by paying in full (in GBP Sterling £) for the usage.

You must agree to settle this within 7 (seven) working days, and pass any information that Colophon Foundry requires, such as, but NOT limited to Google Analytics information on page views per month, application (iOS, Android and other platforms) downloads and number of users utilising the Font Software on computers and / or devices.

Use of fonts without a license or adequate licensing will require a license to be paid for the usage of the Font Software retroactively.

AS & EH Partnership LTD reserves the right to charge as it sees fit for time, expenses and legal work undertaken.

B-13 → MINOR BREACH OF LICENSE

When purchasing the license of the Font Software, we trust the user or licensee to truthfully present the usage (installation on number of computers, page views per month or application downloads) to Colophon Foundry and purchase the appropriate licensing for their required usage.

The licensee must also ensure that the tiers are not breached in respect to those licensed for the Font Software. If the tiers and limitations of the license are breached, licensees are advised to preemptively purchase an upgraded license from Colophon. This can be done by contacting Colophon directly.



DOCUMENT

Colophon Desktop End User
License Agreement (EULA)

PAGE

5

We occasionally contact companies or brands that we believe have exceeded these quotas, and we reserve the right to do so, as part of our responsibility to the guardianship of our Intellectual Property assets.

If it is found that the licensee has breached the terms of usage quotas of their license, the licensee agrees to correct the breach, by purchasing the correct and required license, within 7 (seven) days of written communication via email or post.

If the breach is NOT corrected then Colophon Foundry reserves the right to terminate all Font Software licenses, and force all materials (print, digital, application, broadcasting, physical) to be destroyed within 14 (fourteen) days.

B-14 → WARRANTY

Colophon Foundry warrants that the Font Software will work for 30 (thirty) days after purchase.

Colophon's Font Software is engineered to be of the highest compatibility with external software, however we cannot give any guarantee around the compliance and on-going compliance of external hardware and software manufacturers.

We also cannot guarantee the software is error free, and take no responsibility or liability for the potential errors present in any Font Software licensed or distributed by Colophon. Please ensure you are using the latest versions of our Font Software at all times.

B-15 → PROOF OF LICENSING

We reserve the right to ask you for a copy / proof of this license at any time. Please ensure you retain copies of all receipts (in form of the purchase email, which is automatically created upon the completion of the transaction) for licenses you have purchased.

B-16 → VAT (VALUE ADDED TAX)

AS & EH Partnership Ltd is a VAT registered company in the United Kingdom. This means, if you are in the United Kingdom, we will charge the prevailing VAT rate to all applicable purchases. If you are in the European Union, by entering your VAT number on our e-commerce platform, or presenting your VAT upon purchase via manual invoice and bank transfer, you can avoid the VAT charge. If you do NOT hold a VAT number and live within the EU, your location's prevailing rate will be charged on your purchase. If you are outside the EU then VAT is NOT applied / charged on purchases.

Bound publications, and in our case books, are exempt from VAT charges across all locations.

Please contact us if you have any VAT or tax related queries.



DOCUMENT

Colophon Desktop End User
License Agreement (EULA)

PAGE

6

B-17 → PURCHASING CURRENCY

As a UK registered limited company, we operate in sterling (£ GBP). All transactions through our e-commerce platform will be completed in this currency.

We are happy to accept transactions in \$ USD, and have a specific nominated USD Dollar \$ account. Please contact us directly for further information.

We do sometimes make exceptions to this for larger purchases, but this may be due to % increase due to bank charges and ForEx fluctuations.

B-18 → USAGE OF THE WORD «INCLUDING»

The usage of the word including throughout the agreement, does NOT limit the binding agreement to the listed mediums / usages or set limitations defined in this agreement, and is at the discretion of AS & EH Partnership Ltd.

B-19 → USAGE OF CF-CREATOR™

Although all Colophon Font Software are available within the CF-Creator™, some features, glyphs and characters may not be available or render as expected. Colophon reserves the right to withdraw certain features without notice from its library. All previously licensed Custom Font Software utilising CF-Creator™ will be unaffected from such withdrawals or changes without notice.

B-20 → LIMITATION OF LIABILITY

We shall not in any circumstances be liable to the Licensee for any losses which may be suffered by the Licensee, or any person claiming in connect with the Licensee, whether the same arise in contract, tort (including negligence) or otherwise howsoever, which fall within any of the following categories:

- × Loss of profits;
- × Loss of anticipated savings;
- × Loss of business opportunity;
- × Loss of goodwill;
- × Loss or corruption of data;
- × Loss of use (in each case whether direct or indirect);
- × Special, indirect, incidental or consequential loss or damages, even if we were aware of the circumstances

The total liability of Colophon, whether in contract, warranty, tort (including negligence), product liability, any other form of liability or otherwise and whether under or in connection with this Agreement or any collateral agreement, arising out of this Agreement (including the use of or inability to use the Font Software) shall in no circumstances exceed the combined total of Fees paid under the Agreement in the twelve (12)



DOCUMENT

Colophon Desktop End User
License Agreement (EULA)

PAGE

7

month period immediately prior to the claim.

The Licensee agrees that, in entering into this agreement, the Licensee did not rely on any representations (whether written or oral) of any kind or of any person other than those expressly set out in this Agreement or (if Licensee did rely on any representations, whether written or oral, not expressly set out in this Agreement) that Licensee shall have no remedy in respect of such representations and (in either case) we shall have no liability in any circumstances otherwise than in accordance with the express terms of this agreement.

The exclusions shall apply to the fullest extent permissible at law, but we do NOT exclude liability for:

- × Death or personal injury caused by negligence by Colophon, its officers, employees, contractors or agents;
- × Fraud or fraudulent misrepresentation;
- × Any other liability which may not be excluded by law.

B-21 → USAGE OF CF-CREATOR

Although all Colophon Font Software are available within the CF-Creator®, some features, glyphs and characters may not be available or rendered as expected. Colophon reserves the right to withdraw certain features of the CF-Creator® without notice from its library. All previously licensed Custom Font Software utilizing CF-Creator® will be unaffected from such withdrawals or changes without notice.

B-22 → AUTHORIZED TOOLS

All rendered outputs, in all formats, from Authorized Tools including font software derivatives, adaptations and modifications, in whole or in part, will remain wholly bound by the license agreements that are applicable to the usage of the font software by you.



DOCUMENT

Colophon Desktop End User
License Agreement (EULA)

PAGE

8

SECTION C DESKTOP EULA TERMS

C-01 → USERS

The Desktop License is licensed to a specific number of users. Installation and usage of the Font Software is limited to the total number of users disclosed within the Software License and at time and point of purchase. It is the responsibility of the Licensee to ensure that tiers and license limitations are complied with.

C-02 → COMPANY / ENTITY

Each license is assigned to a singular sole trader or company or corporation or limited liability partnership or similar legal entity. The rights and obligations for use may not be reassigned, transferred, sold or passed-down.

It is permitted for users to be within multiple geographical locations, but these employees and / or agents and / or contractors must work for a common and singular entity or corporation or entity or company or similar legal entity.

If you are a branding company or design consultancy or advertising agency or purchasing this license for use by or on behalf of such an entity, the ultimate end user should also purchase a license appropriate for their intended use of the Font Software. The license granted herein for personal use does NOT extend to uses by temporary employees and / or independent contractors and / or outside freelancers. Under these circumstances an employer and / or the ultimate end user are required to purchase a license.

C-03 → SERVER USAGE

Font Software is expressly for and limited to the number of total users licensed under this agreement. E.G. The total number of users who could use the Font Software, not the total number of users who might have access to the Font Software at any one time. Font Software may be utilised within file or data distribution servers so that employees may access from a central location.

C-04 → USAGE

A Desktop License allows for installation of Font Software onto a desktop computer / personal computing device. Installation therefore allows the Font Software to be utilised in loaded Software (such as word processing and desktop publishing software) for the production of printed, marketing materials (encompassing but NOT limited to: logos, wordmarks, business cards, letterheads, books, marketing materials, billboards, apparel, social media images etc.), alongside rasterized static



DOCUMENT

Colophon Desktop End User
License Agreement (EULA)

PAGE

9

images (flattened formats such as GIF, JPG or PNG).

C-05 → UNPERMITTED USAGE

The embedding of the Font Software in other Software or devices (other than the agreed usage on Desktop / Personal computing machines) or in any other form whatsoever is NOT permitted under this Desktop License and requires the purchase of a separate license agreement dependent on the medium and usage. Please consult the Colophon website or contact us directly for clarification.

C-06 → PASSING FILES TO THIRD-PARTY SUPPLIERS

When producing materials that require interaction from third-party suppliers / contractors / manufacturer / personnel, we allow the passing of the Licensed Font Software onto one (1) service personnel / entity / company for previewing and production purposes only.

We define service personnel as an external supplier or contractor, such as a printer of a certain item of marketing, or a production house. The service personnel or supplier may install the font software onto one (1) local desktop computer to output but must NOT change or edit any live or non rasterized text within the supplied files or artwork.

If editing, artwork modification or adaptation is required or occurs, third-party suppliers and / or contractors and / or manufacturer and / or personnel must purchase an appropriate license.

If you are working as a third-party supplier and / or contractor and / or manufacturers and / or personnel on the designs for a website or web-based environment or application, you must purchase a Desktop License, alongside the appropriate Web License, for use within DTP or design software programs on your desktop / personal computer.

C-07 → BACKUP COPIES

Licensees are permitted to create a back-up copy of the Font Software for archival and storage purposes. This should be on no more than 1 (one) medium (E.G. a server backup or cloud-based backup system) at any one time.

C-08 → FILE FORMATS

The Desktop License supplies files as .OTF and variable .TTF (if selected within the licensing selection process). These supplied Font Software files may not be converted or passed-through any mechanism or software which will inherently change or modify the file format. E.G. The modification of .OTF to web-based environments formats of .WOFF, .WOFF2, .EOT or .TTF.

The supplied .OTF and / or .TTF may NOT be utilised to be embedded or render live text via the @font-face CSS declaration, or web-based



DOCUMENT

Colophon Desktop End User
License Agreement (EULA)

PAGE

10

environment or any other dynamic online utilisation, software or program.

C-09 → FONT SOFTWARE PROTECTION

As a licensee of the Font Software, you agree to take every reasonable attempt to protect all Font Software from theft, unauthorised transfer, redistribution or access from unlicensed or potentially malicious parties.

C-10 → UPGRADING

The Desktop License is measured on the number of users, as outlined in C-01 and C-02, when you exceed the specified number of users within the purchased license, you must upgrade within 3 (three) working days. The difference will be paid between the previously acquired license cost and the tier above. Please contact Colophon Foundry directly to upgrade the license.



DOCUMENT

Colophon Desktop End User
License Agreement (EULA)

PAGE

11

SECTION D DEFINITIONS

D-01 → CAMEL CASING

A typographical convention in which an initial capital is used for the first letter of a word forming the second element of a closed compound. E.G. CamelCasing

D-02 → DOWNLOADS

Unique individual requests to save an application incorporating Licensed Font Software to a device from a website or platform.

D-03 → EMBEDDING

The instance of the Font Software being contained within another software. E.G. A web browser, an application

D-04 → END USER

The person who utilises the Font Software.

D-05 → EULA (END USER LICENSE AGREEMENT)

In proprietary software, an end-user license agreement (EULA) or software license agreement is the contract between the licensor and licensee / purchaser, establishing the purchaser's right and limitations to use the Font Software.

D-06 → EXTERNAL AFFILIATES / COMPANIES / AGENCIES

All companies / agencies / individuals / entities / external contractors that are not employees of the licensed company and are registered as a separate entity NOT within the licensed company.

D-07 → @FONT-FACE

@font-face is a CSS rule which allows you to download Font Software from a web server to render a web-page.

D-08 → FONT SOFTWARE

Font Software means software or instructions which, when used on an appropriate device or devices, generates typeface and typographic designs and ornaments. Font Software includes its typeface and typographic designs and ornaments; bitmap representations of typeface and typographic designs and ornaments created by or derived from the Font Software. Font Software includes all upgrades or updates, related files, modifications, copies, and related documentation.



DOCUMENT

Colophon Desktop End User
License Agreement (EULA)

PAGE

12

D-09 → FOREX

ForEx, also known as foreign exchange, FX or currency trading, is a decentralised global market where all world currencies trade.

D-10 → KEBAB-CASING

All lowercase with - separating words.

E.G. Looks-like-this

D-11 → FONT SOFTWARE LICENSE / EULA

A Font Software License is a legal instrument governing the use or redistribution of font software. This is specifically between the Licensee and AS & EH Partnership Ltd for the purposes of this document.

D-12 → PAGE VIEWS

A single instance of an Internet user visiting a particular page on a website.

D-13 → PERPETUAL

Never ending or changing.

D-14 → RASTERIZED FONT SOFTWARE

Font rasterization is the process of converting text from a vector description (as found in scalable fonts such as TrueType & OpenType font software) to a raster or bitmap.

D-15 → SUBDOMAIN

An Internet domain which is part of a primary domain

E.G. <http://beta.web.com>

D-16 → SELF-HOSTING

The Font Software is uploaded to a web server that is controlled by the licensing party, to serve a website.

D-17 → STANDARD ('STD') AND PROFESSIONAL ('PRO')

Abbreviations for our Standard ('STD') and Professional ('PRO') versions of Font Software. Details of the variations in content, features and language support can be found on our website.

D-18 → TERMS

This agreement is effective from the Transaction Date and perpetually thereafter.



DOCUMENT

Colophon Desktop End User
License Agreement (EULA)

PAGE

13

D-19 → TRANSACTION DATE

A transaction date is the date upon which a trade between AS & EH Partnership Ltd and the Licensee takes place and the financial amount is transferred to the nominated AS & EH Partnership bank account or e-commerce payment method. The transaction date represents the time at which the license officially starts.

D-20 → AUTHORIZED TOOLS

“Authorized Tools” are software programs developed, maintained and distributed through official Colophon channels, such as but not limited to the CF-Creator. These tools may adapt, manipulate, modify or change the font software from their full, complete versions.



DOCUMENT
Colophon Desktop End User
License Agreement (EULA)

SECTION E
CONTACT

PAGE
14

ADDRESS

Colophon
16A Crane Grove
London
N7 8NN
United Kingdom

TELEPHONE
EMAIL
SOCIAL

+44(0)20 3095 9782
abc@colophon-foundry.org
@colophonfoundry