

END USER LICENCE AGREEMENT (EULA)

ADDITIONAL TERMS

1. Who we are

We are Milieu Grotesque, LDA (we/us/our) a private limited company incorporated in Portugal with company number 514426411. Our registered address is Rua dos Poços 28, Pucariça, 2640-073 Santo Isidoro MFR, Portugal.

2. These Terms

- a. These terms apply to any and all of our licences and other agreements in relation to our Font Software (as defined in the Scope of Licence). Reference to “agreement” herein shall include the Scope of Licence to which these EULA Additional Terms are incorporated by reference.
- b. It is important that you read and retain a copy of these terms for future reference, as they form part of the contract you have with us.
- c. We may amend or make changes to these terms (and/or our licence and other agreements) from time to time to reflect changes to our products or business. Please check these terms each time you use our website or purchase a licence for use of our Font Software from us to ensure you understand the terms that apply at that time.
- d. Where reference is made in this agreement (including, for the avoidance of doubt, the Scope of Licence) to a “reasonable period” the same shall mean as soon as reasonably possible, and in any event, no more than 14 days from the date on which the period commences.

3. Intellectual Property Rights

- a. We are the owner or licensee of all intellectual property rights, wherever in the world arising, whether registered or unregistered (and including any application), including copyright, know-how, confidential information, trade secrets, business names and domain names, trade marks, service marks, trade names, patents, petty patents, utility models, design rights, semi-conductor topography rights, database rights and all rights in the nature of unfair competition rights or rights to sue for passing off in any and all typeface and font software on our website and as defined and further detailed in the Scope of Licence and you hereby acknowledge that the Font Software is protected under the Copyright, Designs and Patents Act 1988 and equivalent international and national laws and treaties.
- b. All Font Software will be supplied in machine executable code.

4. Your warranties

- a. Except as expressly set out in any licensing agreement (whether or not concluded on or via our websites) that we have granted to you specifically within a Scope of Licence, you will not copy, alter, modify, combine, convert, rent, sublicense, merge or otherwise transfer or distribute the Font Software. You must also not disassemble, decompile, reverse engineer or create derivatives based on the whole or part of the Font Software.
- b. You warrant and represent to us that:
 - i. you will not use or cause or permit any other party to use any of the Font Software outside the Scope of Licence (including by ensuring that you will not distribute or licence the Font to any third party for commercial gain);
 - ii. you will not modify, adapt or change the Font Software (or any of them) or the Font file type;
 - iii. you will use best endeavours to protect the Font Software (or any of them) from unauthorised access and use by third parties (including by ensuring that your systems and network uses up-to-date and modern security software and procedures to prevent unauthorised access to the Font Software);
 - iv. you will not use, or permit other to use, the Font Software in any manner which, in our reasonable opinion, is likely to damage, weaken or otherwise be detrimental to the reputation or goodwill associated with us or the Font Software;
 - v. you will not sublicense use of the Font Software (or any of them) to third party service providers (Sublicensees) unless we have otherwise expressly authorised you to do so as part of the Scope of Licence, and such use is solely as strictly necessary to enable Sublicensees to provide services to you as required to enable you to use the Font Software (or any of them) in accordance with the Scope of Licence we have granted to you;
 - vi. you will ensure all Sublicensees use the Font Software only on your written instructions (which shall be in accordance with the Scope of Licence);
 - vii. you will not provide the Font Software to Sublicensees (or any other party) as an executable or installable file;
 - viii. where the Font Software is provided to Sublicensees, or are accessible by any other third parties (including by your customers), that you will distribute the Font Software only in a format that obfuscates or encrypts the Font Software or which otherwise prevents such third party accessing (whether by reverse engineering or otherwise) the file formats of the Font Software (or any of them) unless we have otherwise expressly authorised you to do so as part of the Scope of Licence;
 - ix. you will immediately notify us upon becoming aware of any actual or likely infringement of the intellectual property rights in the Font Software (or any of them) and, where applicable, any breach of the Scope of Licence, and that you shall provide all assistance as reasonably required by us in order to investigate and resolve the matter; and
 - x. you will be responsible for all taxes, charges and levies payable in respect of your licensing of the Font Software (or any of them).

Any breach of your warranties shall be considered a material breach of this agreement.

5. Embedding

- a. Except as otherwise set out in the Scope of Licence, embedding and transmitting the Font Software is prohibited.

- b. Where a Scope of Licence grants use in respect of .pdf creation and external distribution of the same, you and any Sublicensees (by themselves or by their employees, suppliers, contractors and/or agents) may embed the Font Software (or any of them) within a file which is intended for consumption by an end user (meaning the individual or entity who is not in your control which downloads or accesses a document to run on a hardware device, mobile device or otherwise receive the PDF file), provided the same is within the Scope of Licence. You will use all reasonable endeavours to ensure that you, Sublicensees and their employees, suppliers, contractors and agents will embed the Font Software (or any of them) in a file format that obfuscates or encrypts the Font Software (or any of them), and will ensure that neither you nor Sublicensees distribute the Font Software as, or within, an executable or installable file, nor that the Font Software is installed on or within any end user’s hardware operation system.

- c. Where the Scope of Licence grants use in respect of webpages, you and any Sublicensees (by themselves or by their employees, suppliers, contractors and/or agents) may only put online and/or link (excluding hotlinking) to the .WOFF, and .WOFF2, and/or Web-Only .TTF file formats of the Font Software (or any of them), provided the same is within the Scope of Licence. You will ensure that you, Sublicensees, and their employees, suppliers, contractors and agents will not put online and/or link to any other file format, including, but not limited to, TrueType or OpenType. Use of the Font Software with web font technologies other than @Font-Face, such as (by way of example, not limitation), sIFR, Cufon or Typeface.js is not permitted save as expressly set out in the Scope of Licence.

- d. Where the Scope of Licence grants use in respect of any moving image (as set out in our Moving Image Licence), you and Sublicensees (by themselves or by their employees, suppliers, contractors and/or agents) may (unless otherwise stated in the Scope of Licence):

- i. embed copies of the Font Software within documents (“Embedded Documents”) solely to the extent specified in the Sales Receipt and provided you use all reasonable efforts to secure any Embedded Documents against any unauthorised distribution, display or other use;
- ii. incorporate and distribute JPEG, GIF, PNG, TIFF, PICT or BMP which incorporates visual likenesses to the Font Software (or any of them) provided you use industry-standard digital formats which prevent unauthorised access to the Font Software (or any of them) by third parties (such as the provision of fixed images in rasterized pixel grids); and
- iii. use the Font Software to create “outline art” in Encapsulated Postscript (EPS) format (amongst others) solely for the purposes of preparing artwork for high-resolution output.

6. Our Warranties

- a. We warrant that, for a period of 14 days after entering into a licensing agreement with us, the Font Software will, under normal use in accordance with the Scope of Licence, operate or perform for the uses granted to you by the Scope of Licence (and, if applicable, in substantial accordance with the specifications set forth in the documentation accompanying the Font Software).

- b. The warranty contained in clause 6a. shall not apply to the extent:

- i. that you do not use reasonably modern and commonly utilised technology, software and operating personnel and operating environments (i.e. an outdated printer);
- ii. the failure of the Font Software (or any of them) results from any modification or attempted file format alteration of the Font Software (or any of them) other than by or on our behalf;
- iii. any attempt to rectify the failure has been made by or on your behalf;
- iv. the failure is attributable to causes external to the Font Software (or any of them) including but not limited to failure or fluctuation of electrical supplies, hardware failures (including failure of the hardware on which the Font is installed), use on or within antiquated hardware or software, accidents or natural disasters;
- v. the Font has been used outside of the Scope of Licence, and is subject to you providing;
- vi. full written reports regarding the failure of the Font Software and the circumstances of the failure; and
- vii. any other information reasonably requested by us for the investigation of the failure.

- c. In relation to a breach of clause 6a., the sole and exclusive remedy available to you will be, at our sole discretion, either:

- i. the repair or replacement of the Font Software (or any of them) that is in breach of the warranty; or
- ii. a refund of the fee (not including any interest) paid by you for the defective Font.

- d. Except for warranties expressly set out in this clause 6, the Font is delivered “as is” and we make, and you receive, no additional express or implied warranties in regards to the same.

- e. We hereby expressly disclaim any and all other warranties of any kind or nature concerning the Font Software, whether express or implied, including without limitation, any warranty or title, merchantability, fitness for a particular purpose, performance levels, non-infringement, non-interference with enjoyment, operation without interruption, errors within the Font Software, course of dealing, or usage in trade.

7. Limitation of Liability

- a. This section sets out our total liability to you for:

- i. any breach of this agreement;
- ii. the Scope of Licence (to which these terms are incorporated)
- iii. any statement, representation, tortious act or omission (including negligence) arising under this agreement.

b. This includes our liability for acts or omissions of our employees, agents, subcontractors or consultants.

c. We shall not be liable for any loss of profits, goodwill, reputation, business, anticipated savings, contracts, goods, data (or corruption of that data) or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

d. Our liability for all other claims which arise in connection with this agreement shall be limited to the amount paid by you to us for the licence of the Font Software.

e. Nothing in this section, or elsewhere in this agreement, excludes or limits our liability for:

- i. death or personal injury resulting from negligence; or
- ii. any damage or liability you incur as a result of fraud or fraudulent misrepresentation.

8. Data Protection

Where applicable, you acknowledge and agree that your name, address and payment record may be submitted to a credit reference agency and that personal data will be processed on your behalf in accordance with our privacy notice (available on our website) for the purpose of us providing the goods and services provided to you.

9. Compliance Information and Audit

a. You will provide such information and evidence to us as we reasonably require in writing by us to determine and evidence your compliance with the Scope of Licence and these terms ("Compliance Information"). Provision of the Compliance Information will be provided by you to us within a reasonable timescale agreed between us, and in the absence of such agreement, within 10 days of our written request.

b. If in our opinion (acting reasonably) you fail to provide such Compliance Information in accordance with clause 9a. or such Compliance Information is inaccurate or fraudulent, then provided we give at least 5 days' notice and comply with such written confidentiality undertakings as reasonably required by you, we (or our professional advisers) may during GMT 9am to 5pm on any business day (Monday – Friday), audit and take copies of relevant records, and other documents as we (acting reasonably) deem necessary to verify your compliance with the terms of the Scope of Licence and these terms. If such inspection reveals a discrepancy between actual use of the Font Software (or any of them) and the permissions granted in the Scope of Licence, then you shall promptly pay on demand the shortfall for such unlicensed use and reimburse us in respect of any reasonable professional charges incurred for such audit, inspection and rectification and for the reasonable cost associated with and incurred in the course of any reaudit conducted within the 24 month period following such audit that revealed a shortfall.

10. Fees and Payment

a. Any rights or licence granted to you (whether in accordance with the terms of this licence agreement or otherwise) is in consideration of, and subject to, you paying the fees (and applicable taxes) for the Font in full to us calculated in accordance with our then current price list and the information provided during the order process of which acceptance of this licence agreement is a necessity.

b. Unless otherwise agreed in writing, you will pay our invoices within 14 days of the invoice date or immediately as part of the order process of which acceptance of this licence agreement is a necessity, whichever is applicable and earlier. We shall make the Font Software available to you in the applicable format as set out in the relevant licence terms as soon as reasonably possible following receipt of full payment.

c. If this licence agreement terminates for any reason, all amounts due to us shall become immediately payable. This is without prejudice to any other right of ours to claim interest under the law or under this licence agreement.

11. Additional Licences

a. You may, from time to time, purchase additional licensed rights.

b. If you wish to purchase additional licences or additional scope under such licences, you shall request this from us in writing. We shall evaluate such request and respond with approval or rejection of the request and confirm how much such additional licences or scope (versus your current scope) the additional licence(s) will cost.

c. If we approve your request to purchase and you agree with the fee proposed, you shall pay to us the relevant fees for such additional licensed rights as applicable as set out by us.

12. Indemnity

You are at all times fully responsible for the observation and compliance with these terms and are fully responsible and liable for the acts and omissions of your employees and third parties provided access to the Font in accordance with these terms. You hereby indemnify, and shall keep us indemnified, at all times against any and all losses, costs (including legal, recovery, and accounting costs), damages, expenses, management time, all whether the foregoing are indirect or direct, foreseeable or otherwise, which we suffer as a result of any breach of this agreement, including the Scope of Licence to which these terms are incorporated, and our enforcement of the same.

13. Termination

a. Without prejudice to any other rights or remedies which the parties may have, and any other rights of termination set out in the Scope of Licence, either party may terminate this agreement without liability to the other immediately on giving written notice to the other if:

- i. that other commits any material breach of its obligations under this agreement (which, if remediable, is not remedied within 20 days (or where the breach is in relation to a failure to pay any amount due, 7 days) after the service of written notice specifying the breach and requiring it to be remedied); or
- ii. that other commits any non-remediable material breach; or
- iii. that other ceases to trade (either in whole, or as to any part or division involved in the performance of this agreement) or becomes insolvent or is otherwise deemed (acting reasonably) unable to pay its debts within the meaning of the insolvency legislation applicable to that party.

b. On termination of this agreement for any reason:

- i. you shall immediately pay to us all of our outstanding unpaid invoices and interest;
- ii. you (and any third party to whom the Font Software have been made available) shall immediately and irretrievably delete the Font Software from your systems;
- iii. any right, remedy, obligation or other liability of either party that exists at termination will not be affected. This includes the right to claim damages for any breach of the agreement which existed on or before the date of termination; and
- iv. any section which expressly, or by implication, has effect after termination shall continue in full force and effect.

14. Assignment

You may not assign, charge, sub-contract, sublicense (unless expressly permitted to do so in this agreement or otherwise dispose of any of its rights or obligations under this agreement without our prior written consent.

15. Waiver

The rights of either party arising out of any provision of this agreement or any breach of it shall not be waived except in writing. Any waiver by either party of any of its rights under this agreement or of any breach of this agreement shall not be construed as a waiver of any other rights or of any other or further breach.

16. Entire Agreement

This agreement (and any document referred to in it) constitutes the entire agreement of the parties with respect to its subject matter. Each party warrants to the other that, in entering into this agreement it does not rely on any statement, representation, assurance or warranty of any person (whether a party to this agreement or not) other than as expressly set out in this agreement. Nothing in this section limits or excludes any liability for fraud.

17. Severability

All agreements and covenants contained in this agreement are severable and in the event of any of them being held to be invalid, unlawful or unenforceable to any extent by any competent court this agreement shall be interpreted as if such invalid unlawful or unenforceable agreements or covenants were not contained within this agreement.

18. Notice

a. Any notice given pursuant to this agreement shall be in writing signed by, or on behalf of, the party issuing the notice. A notice shall be served by personal delivery or prepaid recorded delivery first class post (or registered airmail in the case of an address for service outside the United Kingdom) to the address given for the relevant party at the beginning of this agreement or, in relation to any party, such other address for service in the United Kingdom as that party may from time to time notify to the other.

b. For the purpose of this Clause 18, a "Business Day" is a day when the banks in Lisbon, Portugal are open for business. In the absence of evidence of earlier receipt and subject to clause 18 c., notices served in accordance with clause 18 a. shall be deemed to have been received:

- i. if delivered personally, at the time of actual delivery to the address referred to in clause 18 a;
- ii. if served by prepaid recorded delivery first class post, two Business Days from the date of posting; and
- iii. if served by registered airmail, five Business Days from the date of posting.

c. If deemed receipt under clause 18 b. occurs on a day which is not a Business Day or after 5.00 p.m. on a Business Day, the relevant notice shall be deemed to have been received at 9.00 a.m. on the next Business Day.

d. For the avoidance of doubt, notice given under this agreement shall not be validly served if sent by fax or e-mail.

19. Licence and Marketing

You hereby grant to us the right and permission to (a) reference the relationship between us and you, (b) your use of the Font (including reference to your business name, trade mark, and/or service mark), and (c) display screenshots, photographs and captures of your use of the Font (and you hereby agree to promptly, within a reasonable period, supply copies of materials as reasonably requested by us to display the same).

20. Law

a. This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England.

b. The parties agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

Version 3.0, July 2022

Find additional information here www.milieugrotesque.com/info/
If you have any questions about this licence or our Font Software, please do not hesitate to contact us via contact@milieugrotesque.com. We will be happy to assist you with support and advice.