

# END USER LICENCE AGREEMENT (EULA)

## DESKTOP LICENCE

By accessing our services and/or downloading or using our Font Software from our website (or any third party website from where our Font Software may be accessed), you agree to be bound by the terms of this agreement ("Agreement"). By downloading and/or using our Font Software, whether on behalf of yourself or a business, you warrant and represent to us that you have full authority to enter into this Agreement on behalf of that entity (and to legally bind that entity to the terms of this Agreement).

PLEASE NOTE: This Agreement incorporates by reference all of the terms set out in our "EULA Additional Terms" that can be found here: [www.miliegrotesque.com/downloads](http://www.miliegrotesque.com/downloads). By ticking the box during the order process, you confirm you have read and agree to those terms as part of this licence agreement.

If you do not agree to the terms of this Agreement, you must not use our Font Software.

### What is This Licence?

This Desktop Licence allows you to install the Font Software on the number of Workstations agreed in the Sales Receipt and to use the Font Software once installed on those Workstations at the specified Business Location(s) to produce digital artwork and proofs, static image files, pdfs, digital documents and posters, white papers, and other materials (including for use in signage, books, magazines, publications, stationery, packaging, static advertising and marketing) for your business purposes. This licence is not for web use, use in moving images (materials appearing via VOD streaming, live or other broadcast method), use in software applications, hardware operating systems, e-publishing or for materials that are to be made available on or via social media channels. You can purchase a licence for such uses on our website or after contacting us at [contact@miliegrotesque.com](mailto:contact@miliegrotesque.com). You hereby expressly acknowledge and agree that we make no representation or warranty that use of the Font Software (and any typeface resulting from such use of the Font Software) in a logo, symbol, emblem or other visual device by you will not infringe the intellectual property rights of any third party. In case of direct contradiction between the terms of this Agreement and the Sales Receipt, the terms and conditions of this Agreement shall prevail.

### Key Definitions:

The following key definitions will apply to this Agreement:

"Business Location" means the specific geographic location(s) identified in the Sales Receipt;

"Font Software" means the software or instructions which, when used on an appropriate device or devices, generates typeface and typographic designs and ornaments and which are the subject of your order during which you have accepted these terms;

"Group" shall mean you, your holding company and/or your subsidiary companies, and includes any holding company or subsidiary company of the same, and a member of your Group shall be construed accordingly;

"Materials" means static image files, GIFs, rendered video files, flash files, and all other documents and files of any kind embedding or incorporating the Font Software, or any typeface generated by or in connection with the Font Software;

"Sales Receipt" means the sales receipt containing key details of the Font Software, Business Location(s), permitted number of Workstations and other relevant information to which this Agreement relates, as issued by us to you following you entering into this Agreement;

"Workstation" means a portable, or non-portable, hardware device capable of installation of .OTF and/or .TTF file formats of the Font Software and via which a user is able to give commands that are followed by the Font Software.

### 1. Scope of Licence

#### 1.1 Desktop Licence Grant

Subject to your timely payment and ongoing compliance with the terms of this Agreement (and without prejudice to any other right of termination as set out herein), we hereby grant to you a worldwide, non-exclusive, non-transferable, perpetual licence to install the Font Software on the number of Workstations agreed in the Sales Receipt and to use the Font Software once installed on those Workstations to produce digital documents and posters, white papers, logos, and other digital products, and/or to print and/or display such documents or products on output devices, for your business purposes. Where the Font Software is installed on non-portable Workstations, this licence grant is limited to use of the Font Software on those Workstations at the specific Business Location(s) specified in the Sales Receipt.

You may submit a request to increase the number of Workstations and/or change the permitted Business Location(s) (e.g. in the event of moving offices) at any time. To do so, you must send an email to us via [contact@miliegrotesque.com](mailto:contact@miliegrotesque.com) which includes the following information (as applicable):

- the current number of Workstations and the proposed increased number of Workstations;
- the current Business Location(s) and confirmation as to whether use of the Font Software at these Business Location(s) will discontinue; and
- the new proposed Business Location(s) and the date at which the proposed change is intended to take effect.

If we consent to your request, you acknowledge and agree that such consent is subject to you paying additional fees in respect of expanded use in advance and you ensuring that the Font Software will be uninstalled and irrevocably deleted from Workstations remaining at the previous Business Location(s).

No geographic restrictions apply to installation and use of the Font Software on portable Workstations owned by you (except where such portable Workstations are primarily used in a way comparable to non-portable Workstations). Licensee may at any time request from Milieu Grotesque an offer to extend the Desktop Licence to additional workstations and/or locations.

### 1.2 Restrictions

By downloading and/or using our Font Software, you undertake to us:

- to not register or apply to register as a registered trade mark, registered design, or other registered intellectual property right any logo or other materials incorporating any typeface generated by the Font Software (or any typeface similar thereto), unless you have first obtained from us a valid trade mark registration licence (enquiries to be made in writing to [contact@miliegrotesque.com](mailto:contact@miliegrotesque.com));
- to ensure that the Font Software is not installed or used on any number of Workstations exceeding the number of Workstations authorised in the Sales Receipt;
- to not use the Font Software in respect of any Workstation(s) located away from the Business Location(s);
- to maintain at all times a written, up to date list of the Workstations on which the Font Software is installed and used (Usage Information);
- to provide all relevant Usage Information to us within 10 days of our written request for you to do so;
- where a user of a Workstation upon which the Font Software is installed ceases to work for you, you hereby undertake to us to take all steps necessary to ensure that the user no longer has access to the Font Software (which includes ensuring the user irrevocably deletes and ceases all use of the Font Software, whether contained on a Workstation personally owned by the user or otherwise);
- to ensure where the Font Software is embedded into any Materials, that such Materials are distributed in secured read-only mode that allows only printing and viewing and prohibits editing, selecting, enhancing, modifying, copying, downloading, extracting or transferring of the Font Software; and
- to ensure that in no circumstances is the Font Software distributed as, or within, an executable or installable file.

### 2. Usage Beyond the Scope of this Licence

Any of the following uses of the Font Software are beyond the scope of this Agreement and will require an additional licence to be purchased:

- use on your website;
  - filing an application to register as a registered intellectual property right (such as a registered trade mark, registered design, patent, or registered copyright application) any logo, graphic mark, symbol, emblem, or materials of any kind, containing or incorporating the Font Software or any typeface (or any typeface similar or identical to that) generated by the Font Software;
  - copying, alteration, modification, combining, converting, renting, sublicensing, merging, transferring or distributing the Font Software;
  - use in connection with the creation or publication of e-books;
  - in mobile apps (applications that can be installed on mobile operating systems);
  - use in editable documents to be distributed to third parties (e.g. Figma, MS Word, PowerPoint etc.);
  - in connection with moving images (which includes any and all use within videos, promotional clips, moving images or otherwise);
  - use in connection with broadcasting, transmitting, streaming, or otherwise airing (e.g. exhibition or display in cinemas, motion pictures, on television or on cable television, etc.);
  - embedding of the Font Software within hardware equipment or the operation system of an electronic device (e.g. an e-book reader, a mobile operating system, etc.) or software;
  - transmitting the Font Software to third parties via the Internet;
  - use on products you sell (including as or within software products);
  - use on or in documents or material that are to be made available via social media channels.
- Please visit our website or contact us via [contact@miliegrotesque.com](mailto:contact@miliegrotesque.com) with specific information on such projects for more information and/or a price quote.

### 3. Back-up

You may make and use back-up copies of the Font Software for archival and recovery purposes only, provided that you retain exclusive custody and control over such copies. Any copy of the Font Software must contain the same copyright, trade mark, and other proprietary information as the originals.

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