



DOCUMENT
Colophon Application End User
License Agreement (EULA)

APPLICATION END USER
LICENSE AGREEMENT

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V1.001 (01.23)

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
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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:



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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



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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.



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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.



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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.



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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)



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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.



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SECTION C APPLICATION EULA TERMS

C-01 → LICENSE FOR ONE APP OR E-BOOK

Each Application License enables the license to utilise the Font Software for one (1) native application which can be utilised over multiple platforms, such as iOS, Desktop and Android within one (1) license.

The Application License can also be utilised to cover use within 1 (one) Electronic-Book (E-Book) (commercially or non commercially distributed) or paid PDFs.

If the application (app) or e-book or paid PDF is deprecated, the Application License cannot be exchanged, refunded, transferred or loaned to any other application (app) or e-book or paid PDF.

C-02 → LICENSE MEASUREMENT

The Application License is measured on the total number of downloads of one (1) application (app) or e-book or paid PDF over all devices that the software is downloaded by and loaded onto (E.G. handheld telephones, tablet computers, desktop computers or laptops) over the whole term of the applications lifespan (from launch to depreciation).

Licensees are asked to accurately declare the estimated number of downloads of an application at time of purchase. If this is not possible, please contact Colophon directly.

C-03 → SUPPLIED FILE FORMATS

The supplied Font Software in .OTF may NOT be utilised to create bitmap and / or vector and / or rasterized images in any formats, such as but not limited to .JPG, .PNG & .GIF or be embedded via the @font-face mechanism on a website platform or web-based environment.

C-04 → SUPPLIED FILE NAMING

Application fonts are supplied in the following format:

fontname-fontweight.xxx

The Licensee agrees NOT to change this file naming structure. The naming schema supplied is kebab- and CamelCase, with each weight / style being capitalised. The suffix should NOT be removed. Only CamelCasing can be removed if absolutely required.



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E.G. apercu-regularitalic.OTF

Or

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E.G. Apercu-RegularItalic.OTF

C-05 → FONT SOFTWARE PROTECTION

As a Licensee you agree to take every reasonable attempt to protect Licensed Font Software from hotlinking, re-serving or access from unlicensed parties / crawlers / automated scripts.

C-06 → PERPETUAL TERM

The Application License is perpetual. Applications / e-books / Paid PDF downloads must stay within their licensed tiers to remain active.

C-07 → EMBEDDING IN ANY OTHER SOFTWARE

The embedding of the Licensed Font Software in other software or devices, other than the outlined usage within this license for native application embedding, is NOT permitted under this license and requires the purchase of a separate license agreement dependent on the medium and usage.



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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.



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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.



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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.



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CONTACT

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