

## End User License Agreement (EULA)

### General

By receiving, purchasing, downloading, installing, using or otherwise handling the provided fonts, you accept the terms of this agreement. This agreement replaces and supersedes any previously made oral or written proposals or agreements between you and David Gobber. If you do not accept the terms, you can not download, install, use or otherwise handle our fonts.

Any breach of the terms of this agreement shall be cause for termination. If you are found to be using the provided fonts illegally, legal action will be undertaken.

The right to update our license agreement at any time without prior consent or notice is reserved.

### Ownership

The intellectual property of the design contained in the font files is owned by David Gobber.

The purchase of a license for one of the fonts makes the buyer a licensed user of the fonts and not an owner. Except for the rights to use the fonts granted by this EULA, all other rights are owned and retained by David Gobber.

### Allowances and Restrictions

The attained license grants the buyer certain non-exclusive rights to use the fonts. It is not an agreement for sale, sub-licensing, lending or leasing of the fonts, its design or any portion of it to any third party of.

The usage of the fonts is restricted in respect to a defined area (desktop, web, app etc.). For each of those areas of usage a corresponding licensing option is provided which defines the allowances and restrictions further. Details on the licensing options can be found below.

The fonts may only be used on a certain number of PCs (desktop license), for a certain number of page views on a specified web-domain (web license) or certain number of downloads of a specified program (app license). Multiple attained licenses for the same license holder are cumulative and do not supersede each other, meaning that the respective numbers of these licenses do add up.

The agreed upon area of usage (desktop, web, app etc.) as well as the agreed-upon number of PCs, page views, downloads etc. that the provided fonts may be used on / for and any other details that may be relevant (such as the web-domain or the title of the application) will be specified in the corresponding invoice provided when the font is purchased. If a specified number of PCs, page views, downloads etc. happens to be missing on the invoice, the smallest numbers according to the tables on the next page is in effect.

The provided fonts are allowed to be passed onto a pre-press service or printer for output only. Contractors are not allowed to actively create new documents with fonts that have been passed on for output only. After having created the intended output the contractor has to delete the fonts so that any illegal usage is made impossible.

You are allowed to buy licenses from us on behalf of your client under the following conditions: Your client must be specified as the license holder when purchasing. You have to provide your client with a copy of the EULA, which has to be accepted by the client. You have to provide your client with the original invoice of the purchase. You are not authorized to invoice the fonts to your client at another price as the one specified in the invoice. In case of communication needed, you stay the interlocutor.

You may not convert, modify or rename the provided font files under any circumstance. You also may not open the provided font files in an editing software in order to reveal its structure, organization or code or use it to create a derivative or modified product or design, including creating characters or symbols not included in the typeface or designing a custom version of the typeface.

If there is an interest in modifying the provided fonts you are invited to contact David Gobber to discuss these modifications of a font as a bespoke project

The use of the provided fonts for any political messages (slogans, logos, claims etc.) or any public use by political parties, lobbying institutions, think tanks, action committees, etc. requires prior written agreement by David Gobber. Such a written agreement may be withheld without further elaboration, even if an otherwise valid licence is already in place.

### Limited Warranty and Liability

Although every effort has been taken to check our fonts for viruses or any other kind of malfunction, we do not take responsibility for damage caused to a users hardware, software or loss of income that may have occurred as a result of receiving, downloading, installing, using or otherwise handling the provided fonts

### Indemnification

In case of a breach of the obligations arising from this end user license agreement, the license holder shall defend David Gobber against any third party claims and hold him free from any damages, claims or indemnity and costs (including attorney's fees and judicial costs), whether direct or indirect, incurred by David Gobber in this context and be held solely liable for any such damages, claims or indemnity and costs.

## Licensing options

### Desktop license

The desktop license allows font files to be installed on personal computers belonging to the licensee to create documents, static images, logotypes and such. The basic license permits the usage of the provided font files on no more than one such personal computer. The desktop licenses can be adjusted so that the licensee is allowed to install the font files onto a higher number of personal computers (PCs). In these cases, the adjusted number is defined in the corresponding invoice.

The defined base price for a desktop license scales up according to the following table:

PCs	1	5	10	50	100	500
Price	x 1	x 3	x 5	x 15	x 25	x 75

### Web license

The web license allows font files to be embedded via self-hosting into a single website and only needs to be upgraded once traffic increases. The basic license may be used for no more than one specified web-domain with up to 10k monthly page views. Web licenses can be adjusted so that the licensee is allowed to host the font on more than one specified web-domain and / or for more than 10k monthly page views. The granted amount of page views as well as the web-domain, the licensee is allowed to use the font for, will be specified in the invoice.

The defined base price for a web license scales up according to the following table:

Page views	10k	50k	100k	500k	1M	5M
Price	x 1	x 3	x 5	x 15	x 25	x 75

### App license

The app license allows font files to be embedded into one app title. The specific number of app downloads for all platforms determines the pricing of the font. App licenses can be adjusted so that the licensee is allowed to use the font in more than one specified app title and / or for more than 10k monthly downloads. The amount of downloads as well as the title of the app, the licensee is allowed to use the font for, will be specified in the invoice.

The defined base price for an app license scales up according to the following table:

Downloads	10k	50k	100k	500k	1M	5M
Price	x 1	x 3	x 5	x 15	x 25	x 75

### Trial license

The Trial license allows the usage of the provided trial versions of the fonts for testing purposes only. They may be exclusively used for test prints, the creation of test files, test websites and test programs, test videos or for other testing purposes. In all cases of testing the font for a possible future usage in an online environment, the licensee is obliged to test the fonts only in a protected local and therefore offline computer environment. The exclusive allowance for testing purposes granted with the Trial license implies consequently, that the provided fonts are strictly forbidden to be used in any kind of final and / or published project, may it be personal or commercial. The only exception are students, who are allowed to use the fonts for student projects and may publish those as long as these student projects remain non-commercial. If possible, the name of the typeface used as well as its designer David Gobber has to be credited appropriately.

### Other kinds of licensing

For any kind of intended usage of the font files that is not covered by the licenses mentioned in this document, you're invited get in contact with David Gobber. Such may include an exclusive allowance to use the provided font software in one or all areas, the usage of a font for broadcasting purposes etc. An appropriate license will be specified on a case-by-case basis.