

Tristan Durie's Font Software Commercial Use End User License Agreement

Please read this document carefully

and we recommend that you keep a copy for further reference

This End User License Agreement (the “Agreement” “EULA,” “License,” “Agreement” or “License Agreement”) is a legal agreement between you and Tristan Durie and becomes a binding contract between you and Tristan Durie. This Agreement governs the terms of use the Font Software and the design of the Fonts embodied therein (collectively, “Font Software”), together with any media, printed materials, electronic documentation, updates, add-ons, artwork, web services and any other material that may be associated with the product now or in the future. This Agreement becomes effective (a) when you “accept license agreement,” or (b) if you are acquire and accept the Font Software on a Compact Disc or Digital Video Disk (CD, DVD), or (c) when you open the compressed electronic file in which the Font Software is contained. If you do not wish to enter into this Agreement, do not purchase, access, download and/or install or otherwise use the Font Software.

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Upon payment in full, Commercial Type will grant you a non-exclusive terminable License to the Font Software that accompanies this EULA. Use of the Font Software is limited to Personal or Internal Business Use only. For the purposes of this Agreement, “Font Software” shall be defined as the design of the Fonts together with the Font Software which, when used generates the typeface, typographic designs and, if applicable, ornaments or other designs. Personal or

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What this paragraph means:

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What this paragraph means:

“Prohibited commercial uses” means, for example, producing letter- or alphabet-themed products for sale using one of our typefaces, or products in which the type is the main visual element, such as a logo or a phrase. This is allowed with an additional licensing fee. Please contact us at [admin\[at\]whirlwindpress.ca](mailto:admin[at]whirlwindpress.ca) for information and a quote. However, a

Internal Business Use shall mean Use of the Font Software for your customary personal or internal business purposes and, except as may otherwise permitted herein, shall not mean or include the commercial distribution or use of Font Software, the design of the fonts or artwork embodied therein or any component thereof for any commercial use or in any Commercial Product for sale whatsoever. For the purposes of this Agreement, prohibited commercial uses include, by way of example not limitation, T-shirts, third-party software, electronic devices, mugs, animation, etc. and as may be further noted below. Authorized commercial uses include the production of a newspaper, magazine, book or other paper publication, print advertising, broadcast advertising, signage, and point of sale displays. If you are unsure whether your use is not permitted, contact Tristan Durie. Your failure to contact to seek permission or the lack of a specific prohibition in this Agreement shall not be interpreted or deemed a waiver or permissible use of any kind. You hereby agree that the Font Software shall further comprise all bitmap representations of typeface and typographic designs and ornaments created by or derived from the Font Software. The Font Software shall be deemed to include any upgrades, updates, related files, permitted modifications, if any, permitted copies, and related documentation. If you are a design consultancy, 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, if their use of the Font Software is likely to involve uses not permitted under this Agreement. The license granted herein for personal use does not extend to uses by temporary employees or independent contractors using the Font Software as their use may relate to providing professional services or for other professional uses. Under such circumstances an employer and/or the

publication using any of our fonts in production would be considered a “customary internal business use”, covered fully by the standard license.

What this paragraph means:

One company with many locations or remote workers may purchase a single license to cover all users at all locations, but a license may not be shared by multiple companies (i.e. both a designer and his or her client), or by freelance designers working either on-site with their own equipment or working off-site.

ultimate end user are also required to purchase a license appropriate for their usage.

For the purposes of this Agreement, “Commercial Product” shall also mean, among other things, a user editable electronic document created by Use of the Font Software which is offered for distribution to the general public (or to some subset of the general public), in Flash type software distributed or exhibited, in gaming products or software where the extraction of the Font Software or the designs embodied therein may be extracted; or use on goods for sale as a commercial product in exchange for a separate fee or other consideration. However, a document distributed in connection with a commercial transaction in which the consideration is unrelated to such a document (for example, printed advertising, a business letter or a receipt for purchase of tangible goods such as clothing), or as other design materials distributed incidental to the purchase of goods or services, shall not be considered a Commercial Product.

a) Except as may be prohibited herein, you are permitted to electronically distribute a “Personal or Internal Business Use” document (that is, a document other than a Commercial Product as defined above) (i) that is in a static graphic image (for example, a “gif”) or in an embedded electronic document, and (ii) which is distributed in a format that permits only the viewing and printing (and not the editing, altering, enhancing, or modifying) of such static graphic image or embedded document. Personal or Internal Business Use shall not include any Use of the Font Software by persons that are not members of your immediate household, your authorized employees, or your authorized agents. All such household members, employees and agents shall be notified by you as to the terms and conditions of the Agreement and shall agree to be bound by it prior to use of the Font Software.

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If a reader or user cannot create new content using one of our fonts in a PDF or Flash application, and the complete font is not embedded, no additional license is required. If any content will be editable or the font will be embedded in commercial software, please contact us for a license upgrade at [admin\[at\]whirlwindpress.ca](mailto:admin@whirlwindpress.ca)

What this paragraph means:

If a reader or user cannot create new content using one of our fonts in a PDF or Flash application, and the complete font is not embedded, no additional license is required. This covers, for example, presentations to a client, websites, and downloadable or web-based online publications. If any content will be editable, please contact us for a license upgrade at [admin\[at\]whirlwindpress.ca](mailto:admin@whirlwindpress.ca). Web embedding is allowed with a separate license and EULA for WOFF format fonts, and no additional charge for sIFR or *Cufón*.

b) Use of the Font Software in *sIFR* (Scalable Inman Font Replacement) and *Cufón* is permitted. However, the use of *@font-face* or other forms of web embedding or web font replacement technologies, (“Font Replacement Technologies”) other than pdf as otherwise expressly permitted herein, each require the purchase of a license upgrade.

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6 Except as may be otherwise expressly permitted herein, you agree not to copy the Font Software or create derivative works based upon the design of the Font or the Font Software. You hereby agree that the design of the Font and the Font Software are the exclusive property of Tristan Durie and that the unauthorized use of the design of the Font or the Font Software is an infringement of Tristan Durie’s exclusive rights and causing significant monetary harm. All rights not expressly granted herein are reserved to Tristan Durie. Tristan Durie’s rights and remedies in the event of an infringement shall be cumulative in nature.

7 Except as is prohibited herein, you may install and Use the Font Software on a single file server for Use on a single local area network (“LAN”) only when the Use of such Font Software is expressly for and limited to the number of total users disclosed and licensed under this Agreement, i.e., 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.

8 Except as may be otherwise expressly permitted herein, you may not alter or copy the Font Software or the designs embodied therein in any manner whatsoever. Reformatting the Font Software into other formats for use in other operating systems is

What this paragraph means:

This license grants you the right to use our fonts and to make a copy of the files for backup purposes, but the fonts (both the software describing the design and the design itself) belong to us. You are not allowed to give copies to your friends, family or clients, and you may not modify the fonts without written permission from us.

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You may install the fonts on a central server and access them from there on individual workstations, using software such as FontExplorer X™ Server or Universal Type Server™, as long as you don’t exceed the total number of users allowed by your license. Your license will need to cover the number of users able to actively use the fonts at one time, not just the single server.

What this paragraph means:

You will need written permission from us before making any kind of modifications to a font which you have licensed from us, including renaming the font or converting it

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You may make one (1) back-up copy of Font Software for archival purposes only, and you agree to retain exclusive custody and control over any such copy. Upon termination of the Agreement, you must destroy the original and

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into a different format, in part because we aren’t able to support fonts we haven’t built and tested ourselves. Please contact us at [admin\[at\]whirlwindpress.ca](mailto:admin[at]whirlwindpress.ca) for more information.

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If making a PDF is not an option, you may deliver a copy of the fonts to a service bureau or printer for final output. The service bureau must destroy the fonts when they are finished with the job.

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What this paragraph means:

This license grants you the right to use our fonts, but ownership of the fonts (both the software describing the design and the design itself) belongs to us.

What this paragraph means:

You will need written permission from us before making any kind of modifications or additions to a font which you have licensed from us, or hiring anyone else to do so. Please contact us at [admin\[at\]whirlwindpress.ca](mailto:admin@whirlwindpress.ca) for more information.

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b) embedding in electronic devices; all gaming uses and/or devices;

c) embedding in software;

d) storing and/or serving the font software for the purposes of making the font software available via the internet using certain font replacement technologies.

i) Letterform or Alphabet Products or music notation Products include, but are not limited to, signage and/or scrapbooking uses involving reproductions of individual letterforms, use in the creation of signage or numbering products, rubber stamps, die-cut products, stencil products, tattoo, flash, or

13 adhesive sticker alphabet products or any other product containing any image of or derived from the design of the Font embodied in the Font Software of which any likeness of the alphabet can be reproduced.

ii) Embedding of the Fonts in a print/preview format is permitted. Notwithstanding, embedding or other use of the Fonts or the outlines thereof in any method which permits the extraction of the Font Software of the designs embodied therein is expressly prohibited. Any such use requires the express written permission of Tristan Durie and may or may not require the purchase of a license upgrade at the sole discretion of Tristan Durie.

iii) In the event any dingbats or other art forms are part of the Font Software, use of the artwork is further restricted. You may use the artwork, drawings and/or dingbats on goods for sale, in logo design, retail packaging or in point of sale uses only after the purchase of a license upgrade.

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In order to obtain a license upgrade, you must contact Tristan Durie at [admin\[at\]whirlwindpress.ca](mailto:admin[at]whirlwindpress.ca) for more information. If you are unsure whether your use of the Font Software is specifically permitted under this Agreement, contact Tristan Durie.

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You may not give or lend copies of the font files to anyone else, unless you transfer the license to the third party (along with a copy of this EULA and all other documentation that may have been included with the fonts) and destroy all copies of the font files in your possession, including backups.

What this paragraph means:

We warrant that the fonts will perform as promised in the documentation, and will provide technical support within a reasonable

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You expressly agree that this Agreement shall be governed by the laws of the State of New York, usa, as they apply to contracts entered into and wholly performed therein and without respect to its conflict of laws provisions or the conflict of laws provisions of any other jurisdiction. You expressly submit to the personal jurisdiction of the state and federal courts in the State of New York, usa, agree to waive any defenses arising out of the selection of jurisdiction or venue and further agree to service of process by mail. You hereby expressly agree that the application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.

You acknowledge that you have read and understand this Agreement and that by using the software you agree to be bound by its terms and conditions. You further agree that it is the complete and exclusive statement of the agreement between TRISTAN DURIE and you which supersedes any proposal or prior agreement, oral or written, and any other communications relating to the subject matter of this Agreement. No variation of the terms of this Agreement or any different

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What this paragraph means:

Our central office is in New York City, so this agreement is governed by the laws of New York State.

What this paragraph means:

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21 The Agreement shall automatically terminate in the event you or any authorized user breaches any term or condition set forth herein. Notwithstanding any termination of this License, Tristan Durie expressly reserves any and all other rights and remedies under equity or law. The Agreement may only be modified in a writing signed by an authorized officer of Tristan Durie.

22 You agree to be responsible for compliance with all laws, foreign and domestic relating to the control of exports or the transfer of technology. If you are purchasing this License for government use, or under a government contract, you agree to familiarize yourself with and follow any applicable rules and regulations relating to the purchase of a license to use software and the actual use thereof.

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If any of the terms in this agreement are broken, the license is no longer valid. The EULA applied to an existing font license is not a moving target, however: if we modify it, we are required to notify you in writing.

What this paragraph means:

You agree to follow the law and other applicable rules in your use of this font license.