newglyph

END USER LICENSE AGREEMENT

1. CONTRACTUAL AGREEMENT

This is an agreement between two parties (you, the purchaser and licensee) and newglyph SA (hereafter newglyph, the Supplier). By purchasing, or downloading, or installing, or using, or otherwise handling the digital typeface software (hereafter fonts), you accept the terms of this agreement. In accepting the terms of this agreement, you are acknowledging understanding and complying with its terms. This agreement replaces and supersedes any previously made oral or written proposal or agreement between you and newglyph.

You are not purchasing the copyright of the design or any other part of the fonts, but the rights, meaning a non-exclusive, non-transferable, perpetual, and worldwide license, to use the fonts as specified in this agreement.

You are not allowed to purchase a license on behalf of any third parties, resell or lend your license.

In the event your client needs assistance with a font purchase they can contact our sales team at contact@newglyph.com

2. LAWFUL USE OF PRODUCT

When purchasing any font software from the Supplier and upon full payment of the agreed-upon usage fee, you obtain a license to install the font software on a combination of (50 Computers / Devices / CPU's). These computers must belong to the Licensee which is specified in the order. They can be connected to, and the font software used with, any number of output devices be- longing to the Licensee, such as printers for example. The font software may be downloaded to the memory (hard disk or RAM) of output devices belonging to the Licensee for the purpose of having such font software remain resident in the output device.

Everyone having access to the font software has to be informed of the terms of this license agreement.

3. LAWFUL USE OF PRODUCT DEFINITIONS

3.1. Within your company or organization:
"Within your organization" shall mean usage inside your company or organization, across all your business locations, but shall not include usage by clients or other third parties, including self-employed parties who are working for you but not at one of your business locations. Self-employed third parties temporarily working at one of your business locations on your devices are considered part of your organization. Self-employed third parties must be informed of all rights and restrictions of this license agreement.

Self-employed third parties must only use the font for your organizations work and professional collaboration. If Self-employed third parties want to use the font for other projects, they must purchase a user license.

3.2. Servers within your company
"On servers under your control" shall mean that all fonts are solely stored using online storage (hereafter servers) to serve websites for which you or your organization have sole administrative access to (aside from the owner of the server).

3.3. Embedding
"Embedding" shall both mean the use of fonts in applications, meaning the embedding of the font files through various means (depending on the operating system and programming platform) into the application or an application package. The fonts are used by said application to style dynamic or static text inside those applications. You must neither embed the fonts into any physical devices directly nor save font files onto a device and sell, gift, ship, in any other way hand that device to any third party.

3.4. Applications
"Applications" shall mean applications able to run and function on one of the following operating system platform, on versions that are less than 1 years old: Microsoft Windows, Apple MacOS, Apple iOS, Android, insofar as they support the font files as they are supplied by newglyph. Other operating systems are also covered under this agreement if they support the font files as they are supplied by newglyph, but newglyph does not offer any technical support. (we recommend having the latest version of your operating system).

3.5 Website Visitors
No need for an additional "Website Visitors" license. No need to record and /or control the number of monthly visitors. Our license allows you to have an unlimited amount of visitors to your website.

3.6. Licensing add ons
Our license allows you and/or your company a combination of 50 licenses for Desktop Computers / Devices / CPU's.
Please contact us at contact@newglyph.com for "License add-ons".

4. DESKTOP LICENSING

4.1. Usage Rights
You are purchasing the amount of 50 licenses to use fonts by newglyph on devices within your company/

organization. You may use the fonts for the creation of static or moving files like images and videos. This includes the use of fonts for broadcasts, apps.

4.2. Installations
You may install the font on an amount of 50 devices within your company/organization. You may not install the fonts on any further devices outside of your company/organization, aside from the archival copies. File sharing is strictly prohibited.

4.3. File Handling
A copy of the fonts may be sent as part of a file release to a prepress bureau or printer if necessary. The fonts may be embedded into files of the Portable Document Format (PDF), PostScript (PS), and Encapsulated PostScript (EPS) types. The fonts must not be embedded into any other format under this license.

4.4. Font Modifications
You must not modify the fonts under any circumstance. You may not use the original font software file to create a derivative or modified product or design, including creating characters for alphabets and languages not covered by the typeface or designing a custom version of the typeface. You may not modify the design of the characters contained in the font software, even if converted to outlines with the help of an editing or design software.

4.5. Microsoft Office
We do not guarantee the compatibility of our products for use on Microsoft Office.

5. WEB LICENSING

5.1. Usage Rights
You are purchasing an unlimited amount of licenses to use fonts by newglyph on web servers under your control, and under the control of your single company/ organization.You are purchasing so-called self-hosted fonts that you host on your own servers.

5.2. Installations
You may install the fonts on any number of hosting services for any number of domains, as long as these domains belong and are the sole property of your company/organization.

5.3. File Handling
The use of the fonts on devices in your organization is restricted to preparing their use on servers, for activities generally called "web development". A copy of the fonts may be sent to a third-party website developer if necessary. The fonts may be embedded into websites using the CSS @font-face technique. The fonts may not be embedded into any other format or in any other way under this license.

   You must not use the fonts to create or save raster or vector images.

5.4. Font Modifications
You may not modify the fonts under any circums-

tance, except by subsetting the character set of the fonts, meaning using an application or service to reduce the number of characters or features in the font while not modifying any of the underlying character designs (also known as the design of the typeface) or font name tables. You may not, under any circumstances, modify the design of the typeface or its font name tables. Any rights, including but not limited to copyrights and trademarks, of both the original version and the edited version remains with newglyph and their respective owners. Outside of their legal use as described in this license, you may not distribute, lend, rent, sell, give away, publicly or privately share any modified or unmodified version of the fonts. Newglyph does not offer any support for or guarantee the proper functioning of any modified fonts.

6. APP LICENSING

6.1. Usage Rights
You are purchasing an unlimited amount of licenses to embed fonts by newglyph in an unlimited number of applications created within and for your organization company.

6.2. Installations
You may, for a defined time period, provide a copy of the font software you have used for a design to the company coding the website or the mobile application in the scope of a defined project, only in order to implement the font software into the website or the mobile application.
Any design and/or editorial work is excluded from this particular agreement. Your personal license is not transferred to the company or people in question and the font software may be used exclusively in order to accomplish the work specified in the contract between you and the company. Once the job completed, the font software shall be deleted from the company's computers.
When providing a copy of the font software, you have to give a full copy of this EULA to the third party and inform him of the terms of this particular chapter.
(in most cases, we allow you to provide the fonts to your printer and web developer working for you)

6.3. File Handling
A copy of the fonts may be sent to a third-party app developer if necessary, and these developers count towards your licensed number of developers. The fonts may not be embedded into any other format or in any other way under this license. Embedding of the font with the CSS @font-face technology is expressly prohibited, also creating what is commonly known as «virtual terminals». Embedding of the font into computer files other than application files (for example document formats like PDF, EPS, and PS) is expressly prohibited. You must not use the fonts to create or save raster or vector images or documents in your applications.

6.4. Font Modifications
You must not modify the fonts under any circumstance.

7. PURCHASING THE FONT ON BEHALF OF A CLIENT

You are not allowed to buy font softwares from us on behalf of your client under these conditions. You are not authorized to invoice our font software to your client at another price as the one displayed on our website. In the event your client needs assistance with a font purchase they can contact our sales team at contact@newglyph.com

8. GENERAL

8.1. Warranty and Support
Newglyph SA makes no warranties, expressed or implied on Beta font files. These fonts are a work in process. These fonts are released on the sole purpose to develop the best possible product in collaboration with the information our clients and customers provide us. Your feedback is very important to the development of this project. We look forward to hearing from you.

8.2. Intellectual Property Warranty
Newglyph represents and warrants that it has the right and authority to enter into this licensing agreement and that the agreed upon deliverables do not infringe any third partys intellectual property rights.

8.3. Disclaimer of Warranties
The Supplier makes no warranties, express or implied on a working beta font file.

8.4. Limitation of Liability
Newglyph's liability is limited to gross negligence and intent, in no event will the Supplier be liable to you for any consequential, indirect, incidental, punitive or special damages including any lost revenue, time, lost data or lost savings, etc.

8.5. Marketing Communication
From the moment the use of a license is made in any way public by you newglyph is entitled to use your company/organizations name, as well as other trademarks and images and videos of the use, for marketing and communication reasons only.

8.6. Breach of Contract
Any breach of the terms and conditions of this agreement terminates your license to use the fonts. After any termination of the agreement you must destroy any copies of the fonts, including your archival copies. A breach of the terms of this EULA obligates you to pay a penalty of the license and legal fees. After breach of contract you are still obliged to abide to this EULA.

8.7. Rights Reserved
Any and all rights not expressly granted in this agreement are reserved to newglyph SA.

8.8. Law and Jurisdiction
This agreement shall be governed by and construed exclusively in accordance with Swiss law. Place of performance and exclusive place of jurisdiction is the location of the legal offices of newglyph SA, currently Lausanne Switzerland.

The EULA has been written in the English language, and the parties agree that the English version will govern.

YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.