

## END USER LICENCE AGREEMENT (EULA)

### GENERAL

This EULA for font files is a contract between the “End User”, (“Customer”, “Licensee”) and Process — Studio for Art and Design OG (Process Gallery).

The terms of this agreement are accepted once the provided font files, also referred to as just “fonts”, have been received, purchased, downloaded, installed, used, or otherwise handled.

The EULA replaces any kind of proposals or agreements on the licensing of the provided font files with PROCESS — STUDIO FOR ART AND DESIGN OG in the past.

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

You accept that after payment and download, any purchased font file is non-returnable and non-refundable.

The right to update the licence 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 PROCESS — STUDIO FOR ART AND DESIGN OG. The font files remain and shall remain in the future, property of PROCESS — STUDIO FOR ART AND DESIGN OG.

The purchase of a licence defined in this EULA makes the licence holder a licenced user of the provided fonts and not an owner.

### ALLOWANCES AND RESTRICTIONS

The attained licence is not an agreement for sale, sub-licensing, lending, or leasing of the fonts, their design, or any portion of it to any third party.

The attained licence grants the licence holder non-exclusive, non-assignable, and non-transferable rights to use the fonts.

The rights to use the fonts granted by the attained licence is defined in respect of the defined area of use (i.e. Desktop, Web, and Student, Freelancer, Company, etc).

Multiple attained licences for the same licence holder are cumulative and do not supersede each other.

If not stated otherwise, the attained licence is perpetual.

The provided fonts are allowed to be passed on to a pre-press service, printer, web developer, or similar kind of contractor for output only.

Contractors are not allowed to actively create new documents with fonts that have been passed on and have to delete the fonts after the creation of the intended output.

Any kind of changes or modifications such as converting, altering, or renaming the font files are strictly prohibited.

Opening the provided font files in software that is capable of creating and/or exporting font files, such as Glyphs, RoboFont, Fontlab, FontForge, etc. is strictly prohibited. If there is an interest in customizing the provided fonts, one is invited to contact PROCESS — STUDIO FOR ART AND DESIGN OG to discuss the commission of a bespoke typeface.

One is allowed to purchase licences from us for their client under the following terms: The client must be specified as the licence holder when purchasing. One has to ensure that their client has read, understood and accepted this EULA. One is not allowed to invoice the licence to their client at a price different than specified in the original invoice. A copy of said original invoice has to be provided to the client.

The use of the fonts for any kind of political purpose, such as a political party, a political campaign, a political event, or an interest group requires a written agreement by PROCESS — STUDIO FOR ART AND DESIGN OG. In case such a written agreement has not been issued, the use of the fonts is strictly prohibited, even if an otherwise valid licence has already been issued.

### LIMITED WARRANTY AND LIABILITY

Although every effort has been made to check the fonts for viruses or any other kind of malfunction, we do not take responsibility for damage caused to a user's hardware, software, or loss of income that may result from receiving, downloading, installing, using, or otherwise handling the provided fonts.

Under no circumstances shall PROCESS — STUDIO FOR ART AND DESIGN OG's liability exceed the costs of the licence purchased.

## INDEMNIFICATION

The licence holder has to indemnify PROCESS — STUDIO FOR ART AND DESIGN OG from and against damages and costs arising from third-party claims or the licence holder's breach of its obligations under this agreement..

## LICENCE SCOPES: STUDENT, FREELANCER, COMPANY

To purchase any font file(s) one must choose one of the following licence scopes in addition to the licence types.

### • STUDENT

Students are allowed to purchase student licences and use the font files strictly for non-commercial purposes only. The licence is limited to the duration of licence holder being a student. If the student wants to use the font files for a commercial purpose, the purchase of a suitable licence is mandatory.

### • FREELANCER/COMPANIES WITH MAXIMUM 2 EMPLOYEES

Licence for professionals or small companies with up to two employees. This licence allows the usage of the font files for commercial projects.

### • COMPANY (>= 3 EMPLOYEES)

For people who buy the font licence in the name of a company with three or more employees. This licence allows the usage of the font files for commercial projects.

## LICENCE TYPES: DESKTOP, WEB

### • DESKTOP LICENCE

The print licence allows font files to be installed on one personal computer (PC) belonging to the licence holder to use them in desktop publishing software for the creation of documents, static images, print files, logos, videos (not for broadcasting) and such.

### • WEB LICENCE

The web licence allows font files to be embedded via self-hosting and @font-face technology. The licence is limited to one web domain.

### • TRIAL LICENCE

The trial licence comes into effect when handling trial versions of the fonts and allows their use for testing purposes only. Therefore, any use of the trial versions of the fonts in any kind of final and/or published project, may it be personal or commercial, is strictly prohibited.

In all cases of testing the fonts for their potential use in an online environment, the licence holder is obliged to test the fonts only in a protected, offline environment.

## OTHER KINDS OF LICENCING

To use the fonts in an area or scope that is not covered by one of the licences described in this document, one is invited to contact PROCESS — STUDIO FOR ART AND DESIGN OG to request an appropriate licence. Areas or scopes of use that need other kinds of licencing are for example:

- Apps
- E-Books
- Games
- Broadcasting (including TV, cinema, subscriptional or transactional video on demand services, and similar)
- Unlimited and/or exclusive use

## CONTACT

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