

This license agreement constitutes a legally binding contract between the individual or entity installing Elliott Grunewald's Typefaces font software (referred to hereinafter as «the Licensee») and Elliott Grunewald (referred to hereinafter as «the Supplier»). By installing Elliott Grunewald's Typefaces font software, you are acknowledging and accepting the terms and conditions outlined in this license agreement, which delineate the regulations and framework governing the utilization of this typeface.

## 1 — LICENSES AND INTELLECTUAL PROPERTY RIGHTS

Our digital typefaces represent a combination of designs and computer software applications, and their utilization is bound by this End-User License Agreement (EULA).

**1.1.** The digital files you download to your computer comprise font software. You acknowledge that the font software is the property of the Supplier, and its structure, organization, and code constitute valuable trade secrets belonging to the Supplier.

**1.2.** The intellectual property rights associated with the designs encompassed within the font software belong to the respective designer(s) of the font and the Supplier.

**1.3.** Your acquisition of a non-exclusive, non-transferable license grants you specific rights to employ the font software. However, it does not authorize the resale of the font software, its design, or any portion thereof.

**1.4.** Except for the usage rights conferred upon you by this license, all other rights are owned and retained by the Supplier. This agreement does not permit the font software to be sold or transferred in any manner, whether for profit or without charge, in whole or in part, or on a temporary basis.

**1.5.** This agreement is non-terminable, and no refunds can be requested if you decide to discontinue the use of the typeface.

## 2. GENERAL USAGE RIGHTS

The number of Central Processing Units (CPUs) authorized for use is indicated on your invoice.

**2.1.** Upon purchasing font software from the Supplier and upon full payment of the agreed usage fee, you acquire a license to install the font software on the specific number of computers specified in your order. These computers must be owned by the Licensee identified in the order.

**2.2.** You are not permitted to sublicense, sell, lend, or lease the font software.

**2.3.** Under no circumstances are you allowed to convert, modify, or rename the original font software. This includes activities such as creating, altering, or deleting glyphs, generating supplementary weights, italics, or alternative styles, adjusting spacing or kerning.

**2.4.** Opening the original font software in editing software to reveal its structure, organization, or code is prohibited.

**2.5.** You may not employ the original font software file to produce a derivative or modified product or design. This encompasses the creation of characters for alphabets and languages not covered by the typeface or the development of a customized version of the typeface.

**2.6.** Modifying the design of the characters contained within the font software, even if converted to outlines using editing or design software, is strictly forbidden.

### 3. SPECIFIC LAWFUL USE OF PRODUCT

**3.1.** Desktop License: This type of license grants you the privilege to employ the font on a limited number of computers within the same company, irrespective of their location, subject to the restrictions associated with the chosen license type. However, it does not extend to the creation of logotypes (refer to C.5. Logo License).

**3.2.** The Desktop license authorizes the installation of the font on a desktop computer for the purpose of creating images and documents intended for both print and screen.

**3.3.** It permits the generation of PDFs. You are thereby committed to taking all necessary measures to safeguard any font files used in the generated PDFs (ensuring the protection of the resulting PDF) and preventing their extraction.

**3.4.** Logo License: Utilizing a typeface for the development of a logotype is considered a unique case. This license allows you to utilize the font for creating a logotype or symbol that may be extensively used as a trademark. The resulting logo or symbol can be shared and distributed to a third party, but not the OTF file originally acquired from the Supplier. This source file must be securely retained solely on the logo designer's computer.

**3.5.** Web License: In the event of purchasing a Web license for any of our fonts, you are entitled to use them in your websites, mobile apps, eBooks. This entails a one-time payment for a lifelong license, devoid of monthly fees or bandwidth restrictions.

**3.6.** The acquisition of a web license grants you the right to embed the font software on an unlimited number of websites, mobile apps, electronic publications, and use it for broadcasting, under the following conditions.

**3.7.** Anyone installing the typeface on their computer for the purpose of using it in a website, mobile app, electronic publication, or broadcasting must hold a license for the font software.

**3.8.** Embedding the licensed font software is permitted only in a secured, read-only mode, subject to the condition that embedded documents are safeguarded against unauthorized use by any third party.

**3.9.** You are not authorized to embed the licensed font software to enable third parties to create new documents or designs.

**3.10.** Any form of embedding not explicitly described herein is strictly prohibited. Additional authorized embedding may be introduced by the Supplier in the future.

**3.11.** Only the original WOFF (.woff) and WOFF2 (.woff2) files provided with your webfonts order may be employed as webfonts.

**3.12.** Social Media License: The purchase of a Social Media license allows you to utilize the font software within your social media content and platforms. A social media license allows individuals, businesses, or organizations to incorporate a particular font into their posts, graphics, videos, or any other visual content shared on social media platforms. With a social media license, you are permitted to use the font within your social media profiles, posts, and advertisements.

**3.13.** Only the OTF (.otf) files delivered with your order may be used in your social media.

**3.14.** Movie license: an additional license is required for the use of the Font in audio-visual productions for exploitation on TV, cinema, VoD, online media, streaming...

**3.15.** Fashion textile license: an additional license is required for the use of the Font in the production of commercial and promotional merchandise, including printing, stamping, embossing, engraving, decorating, or any manufacturing process, such as apparel, accessories, packaging...

#### 4. UNLAWFUL USE

**4.1.** Elliott Grunewald strictly prohibits the use of its typefaces for disseminating content that promotes racism, xenophobia, or any form of harm to individuals or groups, regardless of the reason. The utilization of a typeface purchased from [www.elliottgrunewald.xyz](http://www.elliottgrunewald.xyz) in the branding or identity development of a political organization necessitates a prior request to Elliott Grunewald. Non-response from Elliott Grunewald is considered a refusal, and Elliott Grunewald is not obliged to provide reasons for such refusal.

#### 5. FINAL PROVISIONS

**5.1.** This agreement will automatically terminate if you fail to adhere to its terms. If any portion of the EULA is found to be invalid or unenforceable, it will not affect the validity of the remaining portions of the EULA, which will remain valid and enforceable as per their terms. This EULA is not subject to the United Nations Convention on Contracts for the International Sale of Goods, and the application of this convention is explicitly excluded. The Licensee agrees that this EULA is governed by the laws of France

Written in Paris, Sept. 2023