

# Dalton Maag Font Software Licence Agreement

This document contains capitalized terms which are defined in Section 03.

This Font Software Licence Agreement ('Agreement') becomes a binding contract between you and Dalton Maag when you commence a Font Software download, extract the Font Software from an archive, open the packaging of physical media containing the Font Software, or when you accept this Agreement by other means (e.g. by confirmation email).

If you do not wish to be bound by this Agreement, you cannot download, access, install, or Use the Font Software. Please read the entirety of this Agreement before agreeing to be bound by its terms.

## 01 General Terms

You hereby agree to the following:

### Binding Agreement

You are bound by this Agreement and acknowledge that all Use of the Font Software supplied by Dalton Maag is governed by this Agreement.

### Licence Grant

You are hereby granted a licence to access the Font Software subject to all of the terms of this Agreement and as specified by your Licence Pack. This licence is non-exclusive, non-assignable, and non-transferable, except as expressly permitted by this Agreement.

### Licence Transfer

You may transfer all of your rights under this Agreement to another person or legal entity provided that you notify Dalton Maag in writing of the transferee's details within seven (7) days of the transfer, provided that the transferee accepts and agrees to be bound by the entirety of this Agreement, provided that you destroy all copies of the Font Software, including all copies stored in the memory of a Device, and provided that the entirety of the Licence Pack is transferred.

### Copyright

You agree that the typeface design, Font Software, code, and related files are protected by the copyright, design, and other intellectual property laws of England and Wales, by the copyright and design laws of other nations, and by international treaties.

You may not Use the Font Software to create physical items or articles for the reproduction of the typeface design, except as expressly permitted by this Licence Agreement.

You may not copy the Font Software, except as expressly permitted by this Agreement. You may use automated processes to create subsets and transformations of the Font Software solely for the purpose of embedding the Font Software where embedding rights are granted to you by this Agreement. You otherwise agree not to adapt, modify, alter, translate, convert, create derivative works, or otherwise change any part of the Font Software.

You may only reverse engineer the Font Software to produce a compatible software product, provided that such a product is not a derivative work of the Font Software.

## **Trademarks**

If you refer to a trademark associated with the Font Software you must ensure it is only in reference to output produced by the Font Software. Referring to a trademark does not give you any ownership rights for that trademark. You may not change any trademark or trade name designation for the Font Software.

## **Limited Warranty**

Dalton Maag makes no warranty that this Font Software is suitable for any specific purpose. Dalton Maag will provide you with basic technical support on the correct installation and exploitation of the Font Software in common software packages and operating systems upon request for a period of twelve (12) months from the commencement of this Agreement. Once Font Software has been downloaded or security seals broken on physical packaging, the software cannot be returned. Otherwise, you have the right to cancel within fourteen (14) days of completion of the contract of sale.

## **Termination**

This Agreement shall automatically terminate upon failure by you to pay any associated invoice when it is due, or upon failure by you (or any authorized person or member of your immediate household to whom you have given permission to Use the Font Software) to comply with its terms. The termination of this Agreement shall not preclude Dalton Maag from taking legal action for any breach of this Agreement.

## **Enforcement and Variation**

If you are a company or organization, you agree that upon request from Dalton Maag you will within thirty (30) days fully document and certify that all Use of Dalton Maag Font Software at the time of the request conforms with your Licence Pack and this Agreement.

This Agreement may only be varied or modified by an authorized officer of Dalton Maag.

In the event that any term of this Agreement is unenforceable or invalid, this Agreement shall not be rendered unenforceable or invalid as a whole. Any such provision shall be changed and

interpreted to best accomplish the objectives of such an unenforceable or invalid provision within the limits of applicable law.

## Governing Law

This Agreement is governed by the laws of England and Wales. For the purposes of the Sale of Goods Act 1979, Supply of Goods and Services Act 1982, Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, and the Consumer Rights Act 2015, Font Software is classified as computer software.

## 02 Licence-Specific Terms

### 02.01 'Desktop' Licence

If your Licence Pack contains a 'Desktop' licence you:

- may install the specified Desktop Font Software on any number of Devices which are under the exclusive control of you or your Users.
- must ensure that the number of simultaneous Users of Devices on which the Desktop Font Software is installed does not exceed the maximum number of Users permitted by your Licence Pack.
- may distribute digital documents (e.g. PDFs) in which the Desktop Font Software is embedded, only when such digital documents use all available flags and technical measures to prevent editing of the document or extraction of the Font Software, and only if none of the digital documents is a Commercial Digital Document.
- may make modifications to the output of the Desktop Font Software as it appears in artwork, provided that such artwork is not usable as Font Software.
- must not transfer ownership of a Device on which the Desktop Font Software is installed.

### 02.02 'Web' Licence

If your Licence Pack contains a 'Web' licence you:

- may host the specified Web Font Software on any number of web servers under your sole control, or on a CDN.
- may reference the Web Font Software using only @font-face from the CSS, or the equivalent JavaScript, on any number of websites under your sole control; no other method of referencing the Web Font Software is permitted.
- must use technical protections, such as cross-origin blocking, to ensure that the Web Font Software cannot be successfully referenced by any other website or digital advertisement.
- must, at your cost, measure and record pageviews, across all websites which reference the Web Font Software, using a recognized and reputable third-party external analytics service expressly permitted by Dalton Maag (currently Adobe Analytics, Adobe Data Workbench, Google Analytics, Matomo, Plausible, Yandex Metrika).
- must ensure that the total number of pageviews in any calendar month, across all pages on all websites on which any of the pages reference the Web Font Software, does not exceed the maximum number of monthly pageviews permitted by your Licence Pack.

### 02.03 'App/Game' Licence

If your Licence Pack contains an 'App/Game' licence you:

- may embed the specified App Font Software in the executable file of any number of apps or games, the content of which is under your sole control.
- may distribute, solely on recognized and reputable app stores and digital distribution platforms expressly permitted by Dalton Maag (currently Amazon Appstore, Apple App Store, Epic Games Store, GamersGate, GOG.com, Google Play, Huawei AppGallery, itch.io, Mac App Store, Microsoft Store, Nintendo eShop, Opera Mobile Store, Playstation Store, Samsung Galaxy Store, Steam), apps or games in which the App Font Software is embedded; this licence type does not allow physical distribution – see [02.07](#) for an appropriate licence type.
- must use all available flags and technical measures to prevent the App Font Software from being extracted from the executable file of the apps or games in which it is embedded.
- must ensure that the App Font Software is not embedded into any file produced by, or saved from, the apps or games in which it is embedded.
- must ensure that the App Font Software is not available or usable outside of the apps or games in which it is embedded.
- must ensure that the total number of downloads of all apps in which the App Font Software is embedded, across all app stores and distribution platforms, does not exceed the maximum number of downloads permitted by your Licence Pack.

### 02.04 'ePub' Licence

If your Licence Pack contains an 'ePub' licence you:

- may distribute Commercial Digital Documents in which the specified App Font Software is embedded, only when such digital documents are in a secure format which prevents editing of the document and prevents extraction of the Font Software, and where the content is under your sole control.
- must ensure that the number of distinct Commercial Digital Documents does not exceed the maximum number of titles permitted by your Licence Pack. Each issue of a publication counts as a distinct title; file format variations of a single Commercial Digital Document do not count as separate titles.
- must not offer or supply personalized Commercial Digital Documents in which the App Font Software is embedded; this licence type does not allow personalized Commercial Digital Documents – see [02.05](#) for an appropriate licence type.

### 02.05 'Server' Licence

If your Licence Pack contains a 'Server' licence you:

- may install the specified App Font Software on a Server which is solely under your control.
- may embed the App Font Software in a software component and install that software component on a Server which is solely under your control.
- may configure the Server or the software component to embed the App Font Software in digital documents, including personalized Commercial Digital Documents, for supply and

distribution outside of your organization, only when such digital documents are in a secure format which prevents editing of the document and prevents extraction of the Font Software.

- must ensure that App Font Software installed on a Server or embedded in the software component cannot be downloaded or Used by any third party.
- must ensure that the number of Servers on which App Font Software or the software component is installed does not exceed the maximum number of Servers permitted by your Licence Pack.

#### 02.06 'Digital Ads' Licence

If your Licence Pack contains a 'Digital Ads' licence you:

- may Use the specified Web Font Software to create and publish digital advertisements, only where the content of such digital advertisements is under your sole control.
- may host the Web Font Software on any number of web servers under your sole control, or on a CDN, solely for the purpose of publishing digital advertisements.
- must use technical protections, such as cross-origin blocking, to ensure that the Web Font Software cannot be successfully referenced by any other website or digital advertisement.
- may reference the Web Font Software using @font-face from the CSS, or the equivalent JavaScript, of any number of digital advertisements, and may embed the Web Font Software in Base-64 format in the CSS of any number of digital advertisements; no other method of referencing the Web Font Software is permitted.
- must cease the publication of all digital advertisements which embed or reference the Web Font Software at the end of the specified term of your licence.

#### 02.07 'Software Distribution' Licence

If your Licence Pack contains a 'Software Distribution' licence you:

- may distribute the specified Desktop Font Software packaged with software applications or operating systems compatible with the Desktop Font Software, only where the design and specification of such software applications or operating systems are under your sole control; no other distribution is permitted.
- must ensure that in all packages the software application or operating system represents at least 50% of the value of the package, and that the Desktop Font Software plus any third-party font software do not in aggregate represent more than 25% of the value of the package.
- must require the end-user of the software application or operating system to agree to Sections 01, 02.01, and 03 of this Agreement.

#### 02.08 'Hardware/Firmware Distribution' Licence

If your Licence Pack contains a 'Hardware/Firmware Distribution' licence you:

- may install the specified Desktop Font Software on Devices compatible with the Desktop Font Software, and distribute those Devices, only where the design and specification of such Devices are under your sole control; no other distribution is permitted.

- must ensure that the Desktop Font Software plus any third-party font software do not in aggregate represent more than 10% of the value of the Device.
- must require the end-user of the Device to agree to Sections 01, 02.01, and 03 of this Agreement if the end-user is able to Use the Desktop Font Software.
- must ensure that the number of Devices on which the Desktop Font Software is installed does not exceed the maximum number of Devices permitted by your Licence Pack.

#### 02.09 'Unlimited Perpetual' Licence

If your Licence Pack contains an 'Unlimited Perpetual' licence you are granted 'Desktop', 'Web', 'App/Game', 'ePub', 'Server', 'Digital Ads', 'Software Distribution', and 'Hardware/Firmware Distribution' licences as follows:

- 'Desktop' licence under Section 02.01, with an unlimited number of Users.
- 'Web' licence under Section 02.02, with an unlimited number of pageviews.
- 'App/Game' licence under Section 02.03, with an unlimited number of downloads.
- 'ePub' licence under Section 02.04, with an unlimited number of Commercial Digital Documents.
- 'Server' licence under Section 02.05, with an unlimited number of Servers.
- 'Digital Ads' licence under Section 02.06, with an unlimited campaign duration.
- 'Software Distribution' licence under Section 02.07.
- 'Hardware/Firmware Distribution' licence under Section 02.08, with an unlimited number of Devices.

#### 02.10 'Unlimited Annual' Licence

If your Licence Pack contains an 'Unlimited Annual' licence you are granted 'Desktop', 'Web', 'App/Game', 'ePub', 'Server', 'Digital Ads', 'Software Distribution', and 'Hardware/Firmware Distribution' licences as follows:

- 'Desktop' licence under Section 02.01, with an unlimited number of Users for a period of twelve (12) months from the commencement of this Agreement.
- 'Web' licence under Section 02.02, with an unlimited number of pageviews for a period of twelve (12) months from the commencement of this Agreement.
- 'App/Game' licence under Section 02.03, with an unlimited number of downloads for a period of twelve (12) months from the commencement of this Agreement.
- 'ePub' licence under Section 02.04, with an unlimited number of Commercial Digital Documents for a period of twelve (12) months from the commencement of this Agreement.
- 'Server' licence under Section 02.05, with an unlimited number of Servers for a period of twelve (12) months from the commencement of this Agreement.
- 'Digital Ads' licence under Section 02.06, with a campaign duration of twelve (12) months from the commencement of this Agreement.
- 'Software Distribution' licence under Section 02.07 for a period of twelve (12) months from the commencement of this Agreement.
- 'Hardware/Firmware Distribution' licence under Section 02.08, with an unlimited number of Devices for a period of twelve (12) months from the commencement of this Agreement.

### 03 Definitions

**'App Font Software'** means Font Software in OpenType format labelled by Dalton Maag as 'app fonts'. App Font Software is optimized for the requirements of mobile devices and ereaders.

**'Commercial Digital Document'** means a digital document which is offered as part of a commercial transaction in which the consideration is related to the document (e.g. an ebook). A digital document created only for a personal activity (e.g. personal correspondence), or as part of a commercial transaction in which the consideration is unrelated to the Document (e.g. business letter, an invoice, a preview of a customized physical item, an event ticket, promotional product literature) are not considered a Commercial Digital Document.

**'Dalton Maag'** means Dalton Maag Ltd, its successors, its parent and affiliated corporations, its authorized distributors, and any third party which has licensed to Dalton Maag any or all of the components of the Font Software supplied to you.

**'Desktop Font Software'** means Font Software in OpenType format labelled by Dalton Maag as 'desktop fonts'.

**'Device'** means a hardware, firmware, or virtualized hardware component to which an individual is able to give commands (whether by keyboard or otherwise), regardless of the locations of the individual, the Device, or the Font Software.

**'Font Software'** means the software supplied by Dalton Maag which, when Used with an appropriate Device, generates typeface and typographic designs and ornaments. Font Software includes all subsets or transformations derived from the Font Software. Font Software includes upgrades, updates, related files, copies, and related documentation.

**'Licence Pack'** means the valid Font Software licences held by you, as specified on your invoice, receipt, or letter agreement.

**'Server'** means a hardware or virtualized hardware component which hosts files and/or services and makes them available outside of your organization.

**'Use'** of Font Software occurs when an individual is able to give commands (whether by keyboard or otherwise) to a Device on which the Font Software is installed, regardless of the locations of the individual, the Device, or the Font Software.

**'User'** means an individual who is a member of your immediate household, your authorized employee, or your authorized agent who gives commands (whether by keyboard or otherwise) to a Device on which the Font Software is installed, regardless of the locations of the individual, the Device, or the Font Software.

**'Web Font Software'** means Font Software in WOFF or WOFF2 format labelled by Dalton Maag as 'web fonts'. Web Font Software is optimized for the requirements of web browsers.



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## 04 Further Information

Any licensing enquiries should be sent to [licensing@daltonmaag.com](mailto:licensing@daltonmaag.com).

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