



COLOPHON FOUNDRY

DATE
07 June 2018

DOCUMENT
App & E-book License

COMPANY
AS & EH Partnership Ltd
COMPANY NUMBER
8402407
VAT NUMBER
131-5426-45

TRADING STYLES
The Entente +
Colophon Foundry
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DOCUMENT VERSION

3.02 07 June 2018

Please note this document may be updated at any time. We advise that you regularly check for updates, as well as download a copy of this license for storage.

As of June 2018, we currently have 5 (five) types of licenses, please ensure you are currently purchasing the correct usage licenses –

DESKTOP LICENSE

WEB FONT LICENSE

→ APP & E-BOOK LICENSE

BROADCASTING LICENSE

ENTERPRISE LICENSE

Please ensure you read these terms thoroughly –

THE PARTIES

This agreement is between you or “THE USER” or “THE LICENSEE” and Colophon Foundry (a trading style of AS & EH Partnership Ltd), or “US” or “WE” or “AS & EH PARTNERSHIP LTD” or “COLOPHON FOUNDRY”.

AS & EH Partnership is a registered company in England and Wales (Company Number 8402407 / VAT number 131-5426-45) whose registered office is at Studio 26, Hackney Downs Studios, 3-17 Amhurst Terrace, Hackney, London, E8 2BT United Kingdom.

By downloading and installing the font software you automatically agree and are bound under of jurisdiction and courts of England and Wales to the terms below –

1 GENERAL TERMS

1.00 ACKNOWLEDGEMENT

You acknowledge you have fully read and understood all terms within this agreement. This document supersedes any other agreement oral or written between Colophon Foundry and the licensee.

No variation of this agreement will be accepted, other than an exception created by AS & EH Partnership Ltd.

We perpetually reserve the right to modify or amend this agreement / End User License Agreement in any way what-so-ever, at any time and without notice given.





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1.01 IP OWNERSHIP

The typeface and / or the software and / or font software represented by this contractual agreement are the intellectual property of Colophon Foundry and AS & EH Partnership Ltd and their respective creators.

1.02 NO LEASE, SUBLICENSE ETC

The licensee may NOT sell, lease, sublicense, or otherwise assign or transfer any rights, duties or obligations under this agreement, in whole or in part, to any person, or third-party, including by merger. Any breach of this will result in immediate termination of the license agreement and you will be required to delete all copies, or destroy all materials (in any and every medium, digital or physical) that contain the breached license.

1.03 A USER, NOT AN OWNER

Upon full payment of the appropriate license received by AS & EH Partnership Ltd, you become a licensed user NOT an owner of the software. Purchased fonts will remain, in whole, copyright to Colophon Foundry (a trading style of AS & EH Partnership Ltd) and their creators.

All fees / costs will NOT include the following – gross receipts, excise, import, export, value added or similar taxes. Licensee is responsible for paying any applicable fees regarding to the license sale.

1.04 NO MODIFICATIONS

Re-naming, modifying characteristics or drawings, reverse engineering, changing the font format to that of the supplied variant, is strictly NOT permitted. You also hereby agree NOT to transmit any electronic document or software to any party / parties that intends to edit, transform, alter, enhance, merge, or otherwise modify or remove the licensed font software from any document or documents.

Any modifications of our font software is strictly prohibited. All and any modifications to the software in any form, must be exclusively made by Colophon Foundry only. Please contact us directly to discuss your requirements.

1.05 REFUNDS

We do NOT give refunds, all sales are final, unless proven that the files are defective, after a period of exhaustive technical support and evaluation.

1.06 LICENSE NON-TRANSFERRABLE

All licenses are non-transferrable. This means you may NOT transfer licenses to any other parties or clients, once work has been completed, or at any given stage during usage, utilising the font software. Any additional party / parties using the font software must purchase their own copy of the license, however you are able to purchase the licence on behalf of the client. Please ensure all details of licenses are correct and up-to-date at any given time.

1.07 A SINGULAR ORGANISATION

The license is purchased for use within a singular organisation / entity / person / individual with registered offices at a singular address / location. If you wish to use the license across multiple locations / addresses / offices / business premises (these must operate within the same company) you are required to declare this and contact us.



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The license is for 1 (one) company, for example a Limited / Ltd, GmbH, PTY, PLC, CIA, Corp., LLC, S.A., ApS, ASA or equivalent company title / suffix).

If you wish you to utilise a font software license as a group of companies (operated under a holding company), a specific enterprise license must be purchased.

1.08 VIRUSES

Although Colophon Foundry has taken every effort check the font software for viruses, in no circumstance what-so-ever does Colophon Foundry take responsibility for damage caused to a user's hardware, software or a loss of income that may have occurred as a result. All Colophon Foundry software installed is done so at the owner's risk and we, Colophon Foundry, will NOT be held responsible.

1.10 LICENSE RESTRICTIONS

It is the responsibility of the licensee named to ensure all license restrictions, extents and limitations are communicated internally. E.G. If you are limited to up to 5,000 (five thousand) downloads, your license must be extended if you exceed this allocation of uses.

1.11 JURISDICTION

This Agreement and all relations, disputes, claims and other matters arising hereunder (including non-contractual disputes or claims) shall be governed exclusively by, and construed exclusively in accordance with, the laws of England and Wales, without regard to its conflicts of law provisions. The courts located in England and Wales shall have exclusive jurisdiction to adjudicate any dispute or claim arising out of or relating to this Agreement (including non-contractual disputes or claims). Each party hereby consents to the jurisdiction of such courts and waives and agrees NOT to assert the defenses of lack of personal jurisdiction, improper venue or forum non conveniens in any such action brought under such court.

1.12 MAJOR BREACH OF LICENSE

Breach of any of these terms in case of gross negligence or unlawful misconduct will result in the termination of the contract immediately, and we will revoke the license for the purchased fonts without refund. After termination, you must destroy all copies, including backup or archival copies on external medias (E.G. an external hard drive utilised for backups).

If the font software is unlicensed, activated and used, this is a major breach of the terms of license.

You will therefore automatically agree to retroactively settle with the appropriate licences by paying in full (in GBP Sterling £) for the usage. You must agree to settle this within 7 (seven) working days, and pass any information that Colophon Foundry require, such as, but NOT limited to Google Analytics information on page views per month, application (iOS, Android and other platforms) downloads and number of users utilising the font software on computers and / or devices.

1.13 MINOR BREACH OF LICENSE

When purchasing the license of the font software, we trust the user or licensee to truthfully present the usage (installation on number of computers, page views per month or application downloads) to



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Colophon Foundry that will relate to the appropriate tier.

The licensee must also ensure that the tiers are not breached in terms of usage of the font software. If they are, licensees are advised to preemptively purchase an upgrade license from Colophon Foundry.

We occasionally contact companies or brands that we believe have exceeded these quotas. If the tiers have been exceeded this is a minor breach of this license agreement between the licensee and Colophon Foundry.

The licensee agrees to correct the breach within 7 (seven) days of written communication via email or post is received. If the breach is NOT corrected then Colophon Foundry reserves the right to withdraw licensing, and ask all materials (print, digital, application, broadcasting) are destroyed that utilising the breached software.

To correct the breach, the licensee will upgrade to the appropriate tier(s), settling the appropriate bill within 7 (seven) days and distribute the new licenses internally to supersede all other versions of the Font Software utilised.

1.14 MISUSE OF FONTS

Use of fonts without license or adequate licensing will require a license to be paid for the usage of the font software retroactively.

AS & EH Partnership Ltd reserves the right to charge as it sees fit for time, expenses and legal work undertaken.

1.15 WARRANTY

Colophon Foundry warrants that the software will work for 30 (thirty) days after purchase. Due to the ever evolving and changing nature of technology we cannot confirm it will work on every platform.

Our font software is engineered to be of the highest compatibility with external software, however we cannot guarantee about the compliance and on-going compliance of external hardware and software manufacturers.

We cannot promise the software is error free, and is constantly being updated. Please ensure you are using the latest versions of our font software at all times.

You are able to receive a free upgrade of the license you have purchased (to that of the same production standard – STD or PRO). Simply login to your account on the Colophon Foundry website and download the latest versions of the font software.

1.16 PROOF OF COPY

We reserve the right to ask you for a copy / proof of this license at any time. Please ensure you retain copies of all receipts (in form of the purchase email, which is automatically created upon the completion of the transaction) for licenses you have purchased.

1.17 VAT (VALUE ADDED TAX)

AS & EH Partnership Ltd is a VAT registered company. This means, if you are in the UK we will charge the prevailing VAT rate to all applicable purchases. If you are in the European Union, by entering your VAT number on our e-commerce platform, or presenting your VAT upon purchase via manual invoice and bank transfer, you can avoid the VAT charge. If you do NOT hold a VAT number and live within the EU, your location's prevailing rate will be charged on your purchase. If you are outside the EU then VAT is NOT applied / charged on purchases.



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Bound publications, and in our case books, are exempt from VAT charges across all locations.

Please contact us if you have any VAT or tax related queries.

1.18 PURCHASING CURRENCY

As a UK registered limited company, we operate in sterling (£ GBP). All transactions through our e-commerce platform will be completed in this currency. We do sometimes make exceptions to this for larger purchases, but this may be due to % increase due to bank charges and ForEx fluctuations.

1.19 USAGE OF THE WORD «INCLUDING»

The usage of the word including throughout the agreement, does NOT limit the binding agreement to the listed mediums / usages or set limitations defined in this agreement, and is at the discretion of AS & EH Partnership Ltd.

2 APP & E-BOOK LICENSE TERMS

2.01 LICENSE FOR ONE APP OR E-BOOK

Each license is per application or e-book, whether desktop or mobile. You are required to purchase a license for each subsequent application or e-book the font software is utilised on.

2.02 LICENSE MEASUREMENT

This license is measured on downloads of the application entity / e-book / or paid PDF over all devices that the software is loaded onto (handheld telephone, desktop computer or laptop). This figure will be found on your invoice / receipt received from website upon purchase. It is the responsibility of the licensee to ensure the correct figure is given to purchase the appropriate license.

2.03 FILE FORMATS

The supplied application fonts (supplied in formats **.OTF**) may NOT be utilised to create bitmap or vector images (in formats **.JPG**, **.PNG** & **.GIF**) or embed within an online environment / website, and thus passing utilising the live text via the @font-face mechanism. This license is only for rendering of in an application environment. Desktop or Web licenses must be purchased for usage within desktop or online environments.

2.04 FILE NAMING

Application / e-book fonts are supplied in the following kebab-cased format –

fontname-fontweight.xxx

The licensee agrees NOT to change this file naming structure. It is kebab-cased. Only Camel Casing can be added if required. E.G.

apercu-regular-italic.otf

or



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Apercu-Regular-Italic.otf

2.05 FONT SOFTWARE PROTECTION

As a licensee you agree to take every reasonable attempt to protect all font software from hotlinking, re-serving or access from unlicensed parties. We suggest you obfuscate the font files within any application you use our font software within.

2.06 PERPETUAL TERM

The license is perpetual, if the declared downloads for the singular application are not exceeded under the terms set out in Point 2.11

2.07 GOING OVER THE TIER

If the application or E-book download count exceeds the purchased tiered license number by 10%, then an upgraded license must be purchased within the next calendar month of exceeding the tier. The difference will be paid between the license that has been purchased and the next tier above.

2.08 EMBEDDING IN ANY OTHER SOFTWARE

The embedding of the Colophon Foundry Software in other software or devices (other than the agreed usage of the @font-face mechanism for web fonts on a publicly accessible web server accessed through the specific domain) or in any other form whatsoever is NOT permitted under this license and requires the purchase of a separate license agreement dependent on the medium and usage.

The licensed font software may NOT be used in any interactive web applications where either:

- End users of the software can select and / or use any licensed web font for a text composition or editing usage. Specifically, software must not allow or enable any feature for a user to save or export files containing the licensed font software in anyway whatsoever.
- Within an interactive web or game application, a fee based application, a paid PDF document, an e-book, or an application that is distributed without charge which is used to promote a business's activity, services or products.

All of these require further licenses which can be purchased directly from Colophon Foundry.

3 THE DEFINITIONS

3.01 CAMEL CASING

A typographical convention in which an initial capital is used for the first letter of a word forming the second element of a closed compound, E.G. CamelCasing.

3.02 DOWNLOADS

Unique individual requests to save an application incorporating Licensed Font Software to a device from a website or platform.

3.03 EMBEDDING

The instance of the font software contained within another software (E.G. a web browser, an application etc).



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3.04 END USER
The person who actually utilises the font software.

3.05 EULA (END USER LICENSE AGREEMENT)
In proprietary software, an end-user license agreement (EULA) or software license agreement is the contract between the licensor and purchaser, establishing the purchaser's right and limitations to use the software.

3.06 EXTERNAL AFFILIATES / COMPANIES / AGENCIES
All companies / agencies / individuals that are registered as a separate entity or NOT within the licensed company. Please see Point 1.07 on details concerning multiple companies and entities.

3.07 @FONT-FACE
@font-face is a CSS rule which allows you to download font software from a web server to render a web-page.

3.08 FONT SOFTWARE
Font Software means software or instructions which, when used on an appropriate device or devices, generates typeface and typographic designs and ornaments. Font Software includes its typeface and typographic designs and ornaments; bitmap representations of typeface and typographic designs and ornaments created by or derived from the Font Software. Font Software includes all upgrades or updates, related files, modifications, copies, and related documentation.

3.09 FOREX
Forex, also known as foreign exchange, FX or currency trading, is a decentralized global market where all the world's currencies trade.

3.10 KEBAB-CASING
All lowercase with - separating words. E.G. looks-like-this

3.11 LICENSED FONT SOFTWARE
A font software license is a legal instrument governing the use or redistribution of font software. This is specifically between the licensee and AS & EH Partnership Ltd for the purposes of this document.

3.12 PAGE VIEWS
A single instance of an Internet user visiting a particular page on a website.

3.13 PERPETUAL
Never ending or changing.

3.14 RASTERIZED FONT SOFTWARE
Font rasterization is the process of converting text from a vector description (as found in scalable fonts such as TrueType & OpenType font software) to a raster or bitmap.

3.15 SUBDOMAIN
An Internet domain which is part of a primary domain.



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3.16 SELF-HOSTING

The font software is uploaded to a web server that is controlled by the licensing party, to serve to the specific website.

3.17 STD & PRO

Abbreviations for our Standard (STD) and Professional (PRO) versions of font software. Details of the variations in content, features and language support can be found on our website.

3.18 TERMS

This Agreement is effective from the Transaction Date and perpetually thereafter.

3.19 TRANSACTION DATE

A transaction date is the date upon which a trade between AS & EH Partnership Ltd and the licensee takes place and the financial amount is transferred to the nominated AS & EH Partnership bank account or e-commerce payment method. The transaction date represents the time at which the license officially starts.

3.20 MOBILE APPLICATION / APP

A mobile app is a piece of computer software designed to run on a mobile device such as a phone / tablet or watch.

3.21 DESKTOP APPLICATION / APP

A desktop app is a piece of computer software designed to run on a computer such as a desktop computer or laptop.

3.22 E-BOOK

An electronic book (or e-book) is a book publication made available in digital form, consisting of text, images, or both, readable on the flat-panel display of computers or other electronic devices. These are commercially available to end users.



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4 THANK YOU

Thank you for supporting our business with the purchase of the appropriate license. We hope you enjoy using our font software.

ABOUT COLOPHON FOUNDRY

Colophon is an international, award-winning type foundry based in London (UK) and Los Angeles (US). We create, publish, and distribute high-quality retail and custom typefaces for analog and digital media.

Since 2009, Colophon has tasked itself with producing fonts that are composed with aesthetic and technological care, prompting a reputable library of new classics that couple typographic history with contemporary sensibilities. In tandem with its own designs, the foundry hosts original typefaces drawn by influential practitioners from varied design disciplines. The resulting catalogue offers graphic designers and users-of-type a series of indelible digital tools, each with a distinct typographic identity.

In addition to the offerings in our retail inventory, we accept commissions for custom fonts, font families, and logotypes, as well as tailored / bespoke versions of our existing typefaces, including language extensions.

Colophon Foundry's self-initiated and commissioned work in type design is complemented by independent and collaborative initiatives in publishing, editing / curation, exhibition-making, and teaching, with a focus on local and international partnerships with institutions of all sizes.

 CONTACT COLOPHON FOUNDRY

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