



DOCUMENT
Colophon Desktop End User
License Agreement (EULA)

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DESKTOP END USER
LICENSE AGREEMENT

V1.003 (10.23)

SECTION A
THE PARTIES

This agreement is between you, the user,

("You" or the "Licensee")

AND

AS & EH Partnership LTD DBA Colophon Foundry

("Colophon")

AS & EH Partnership LTD is a registered company in England and Wales.

COMPANY NUMBER	8402407
VAT NUMBER	GB-131-5426-45

whose registered office is at:

ADDRESS	16A Crane Grove London N7 8NN United Kingdom
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By downloading and installing the Font Software distributed by Colophon, you automatically agree and are bound under jurisdiction and courts of England and Wales to the terms below:



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SECTION B GENERAL TERMS

B-01 → ACKNOWLEDGEMENT

You acknowledge you have fully read and understood all terms within this agreement. This document supersedes any other or previous agreement, oral or written, between Colophon and the Licensee. No variation of this agreement will be accepted, other than a written exception created by the Colophon.

Colophon reserves the right to modify or amend this agreement / End User License Agreement (EULA) in any way what-so-ever, at any time and without notice given.

B-02 → IP OWNERSHIP

You acknowledge that Font Software together with any other intellectual property or document licensed under this EULA (Licensed IP) belong to AS & EH Partnership LTD and their licensors. This EULA will not result in the transfer of ownership to the Licensee of any intellectual property rights and you acknowledge that you have no rights in, or to the Licensed IP, other than the right to use them in accordance with this EULA.

You acknowledge that you have no right to have access to the Licensed IP licensed under this EULA in source code form.

B-03 → NO LEASE, SUBLICENSING, ETC

The Licensee may NOT sell, lease, sublicense, or otherwise deal, assign or transfer any rights, duties or obligations under this agreement, in whole or in part, to any person, or third-party, including but without limitation by merger. Any breach of this will result in immediate termination of the EULA and you will be required to delete all copies, or destroy all materials (in any and every medium, digital or physical) that contain the materials or rights licenced under this EULA, including the Licensed IP.

AS & EH Partnership LTD license the Licensed IP for internal use by the Licensee's business only and the Licensee agrees not to use the Licensed IP for any resale purpose.

B-04 → FEES

Upon full payment of the appropriate licence fee received by Colophon, you will become a licensed user. All fees / costs will NOT include the following — gross receipts, excise, import, export, value added or similar taxes. The Licensee is responsible for paying any applicable and / or additional fees or costs in addition to the licence fee.



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B-05 → NO MODIFICATIONS

Re-naming and / or adapting and / or modifying characteristics and / or drawings and / or reverse engineering and / or disassembling and / or decompiling and / or changing the font format to that of the supplied variant and / or Licensed IP, is strictly prohibited. You also hereby agree NOT to transmit any electronic document or software to any party / parties that intends to edit, transform, alter, enhance, merge, combine or otherwise modify or remove the Licensed IP from any document or documents. Any modifications of our Licensed IP is strictly prohibited. All and any modifications made to the Licensed IP must be exclusively made by Colophon ONLY. Please contact Colophon directly to discuss your requirements.

B-06 → REFUNDS

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

B-07 → LICENSE NON-TRANSFERABLE

All licenses are non-transferable, and are only granted to the named Licensee at point of entering into this EULA. This means you may NOT transfer or sub-license the license (and the respective Licensed IP) to any other parties and / or clients and / or affiliates and / or entities and / or collaborators.

Any additional party / parties utilising the Licensed IP must license appropriately before installing or using any Licensed IP.

Colophon allows users to purchase a licence to use Licensed IP on behalf of clients, collaborators, businesses and affiliates, but each entity must have their own license under the required usage and tiers.

B-08 → A SINGULAR ORGANISATION

The license is purchased for use within a singular organisation or entity or person or individual. Multi-user licenses purchased can be utilised across multiple locations as required, but these individuals must work for a singular organisation or company or entity.

The license is valid for only 1 (one) company, for example a Limited (LTD), Inc GmbH, PTY, PLC, CIA, Corp., LLC, S.A., ApS, ASA or equivalent recognised company title / suffix within your relevant jurisdiction.

B-09 → VIRUSES

Although Colophon has taken reasonable steps to ensure the Licensed IP contains no viruses or malware, in no circumstance what-so- ever does Colophon take responsibility for damage caused to a user's hardware, software or a loss of income that may have occurred as a



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result. All Licensed IP installed is done so at the Licensee's risk and Colophon, will NOT be held responsible.

The Licensee acknowledges that the Licensed IP has not been developed to meet the individual needs or requirements of the Licensee, including in particular cyber security requirements, and it is therefore the Licensee's responsibility to ensure the Licensed IP meets its requirements.

B-10 → LICENSE RESTRICTIONS

It is the sole responsibility of the designated Licensee to ensure all license restrictions, extents and limitations are communicated within their own organization, entity or business. Limitations to number of users, page views per month, weights and styles or license length must be documented and communicated.

B-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 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.

B-12 → MAJOR BREACH OF LICENSE

Material breach of any of these terms will result in Colophon having the right to terminate the EULA immediately on notice, and in such case, Colophon will revoke the license for the Licensed IP without refund. After termination, you must destroy all copies, including backup or archival copies on external media (E.G. an external hard drive utilised for backups).

If you continue to use the Licensed IP following notice of termination, you will pay the appropriate licences fees in full (in GBP Sterling £) for the usage.

You must pay such sums within 7 (seven) days, and pass any information that Colophon Foundry requires, 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 Licensed IP on computers and / or devices.

Colophon reserves the right to charge as it sees fit for time, expenses and legal work undertaken.



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B-13 → MINOR BREACH OF LICENSE

When purchasing the license of the Licensed IP, Colophon trusts the user or Licensee to truthfully present the usage (installation on number of computers, page views per month or application downloads) to Colophon Foundry and purchase the appropriate licensing for their required usage.

The Licensee must also ensure that the tiers are not breached in respect to those licensed for the Licensed IP. If the tiers and limitations of the license are breached, Licensee's are advised to pre-emptively purchase an upgraded license from Colophon. This can be done by contacting Colophon directly.

Colophon occasionally contact companies or brands that are believed to have exceeded these quotas, and Colophon reserves the right to do so, as part of our responsibility to the guardianship of our Intellectual Property assets.

If it is found that the Licensee has breached the terms of usage quotas of their license, the Licensee agrees to correct the breach, by purchasing the correct and required license, within 7 (seven) days of written communication via email or post.

If the breach is NOT corrected then Colophon reserves the right to terminate the rights granted under this EULA, and force the Licensee to ensure that all materials (print, digital, application, broadcasting, physical) in its possession and / or control to be destroyed within 14 (fourteen) days.

B-14 → WARRANTY

Colophon warrants that the Licensed IP will work for 30 (thirty) days after purchase. Such warranty shall not apply in the event the defect arises as a result of the Licensee's unauthorised modification to the Licensed IP or from the Licensee's breach of this EULA.

The Licensed IP is engineered to be of the highest compatibility with external software, however Colophon cannot give any guarantee around the compliance and on-going compliance of external hardware and software manufacturers.

Colophon also cannot guarantee the Licensed IP is error free, and take no responsibility or liability for the potential errors present in any Licensed IP licensed or distributed by Colophon. Please ensure you are using the latest versions of our Licensed IP at all times, that has been downloaded from Official Channels.

B-15 → PROOF OF LICENSING

Colophon reserves 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



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purchase email, which is automatically created upon the completion of the transaction) for licenses you have purchased.

B-16 → VAT (VALUE ADDED TAX)

AS & EH Partnership Ltd is a VAT registered company in the United Kingdom. This means, if you are in the United Kingdom, Colophon 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.

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.

B-17 → PURCHASING CURRENCY

As a UK registered limited company, Colophon operates in Great British Pound Sterling (£ GBP). All transactions through our e-commerce platform will be completed in this currency.

Colophon is happy to accept transactions in United States Dollars (\$ USD) and have a specific nominated United States Dollars bank account (\$ USD). Please contact Colophon directly for further information.

B-18 → 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.

B-19 → USAGE OF CF-CREATOR®

Although all Colophon Font Software are available within the CF-Creator®, some features, glyphs and characters may not be available or render as expected. Colophon reserves the right to withdraw certain features without notice from its library. All previously licensed Custom Font Software utilising CF-Creator® will be unaffected from such withdrawals or changes without notice.

B-20 → LIMITATION OF LIABILITY

Colophon shall not in any circumstances be liable to the Licensee for any losses which may be suffered by the Licensee, or any person claiming in connect with the Licensee, whether the same arise in contract, tort (including negligence) or otherwise howsoever, which fall within any of



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the following categories:

- Loss of profits;
- Loss of anticipated savings;
- Loss of business opportunity;
- Loss of goodwill;
- Loss or corruption of data;
- Loss of use (in each case whether direct or indirect);
- Special, indirect, incidental or consequential loss or damages, even if Colophon were aware of the circumstances

The total liability of Colophon, whether in contract, warranty, tort (including negligence), product liability, any other form of liability or otherwise and whether under or in connection with this Agreement or any collateral agreement, arising out of this Agreement (including the use of or inability to use the Licensed IP) shall in no circumstances exceed the combined total of Fees paid under the EULA in the twelve (12) month period immediately prior to the claim.

The Licensee agrees that, in entering into this EULA, the Licensee did not rely on any representations (whether written or oral) of any kind or of any person other than those expressly set out in this EULA or (if Licensee did rely on any representations, whether written or oral, not expressly set out in this EULA) that Licensee shall have no remedy in respect of such representations and (in either case) Colophon shall have no liability in any circumstances otherwise than in accordance with the express terms of this EULA.

The exclusions shall apply to the fullest extent permissible at law, but Colophon does not exclude liability for:

- Death or personal injury caused by negligence by Colophon, its officers, employees, contractors or agents;
- Fraud or fraudulent misrepresentation;
- Any other liability which may not be excluded by law.
- Fraud or fraudulent misrepresentation;
- Any other liability which may not be excluded by law.

B-21 → USAGE OF CF-CREATOR

Although all Colophon Font Software are available within the CF-Creator®, some features, glyphs and characters may not be available or rendered as expected. Colophon reserves the right to withdraw certain features of the CF-Creator® without notice from its library. All previously licensed Custom Font Software utilizing CF-Creator® will be unaffected from such withdrawals or changes without notice.



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B-22 → AUTHORIZED TOOLS

All rendered outputs, in all formats, from Authorized Tools including font software derivatives, adaptations and modifications, in whole or in part, will remain wholly bound by the license agreements that are applicable to the usage of the Licensed IP by you.



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SECTION C DESKTOP EULA TERMS

C-01 → LICENSE EXTENT

The Desktop License is licensed to a specific number of users. Installation and usage of the Font Software is limited to the total number of users disclosed within the License and at time and point of purchase. It is the responsibility of the Licensee to ensure that tiers and license limitations are complied with.

C-02 → COMPANY / ENTITY

Each license is assigned to a singular sole trader or company or corporation or limited liability partnership or similar legal entity. The rights and obligations for use may not be reassigned, transferred, sold or passed-down.

It is permitted for users to be within multiple geographical locations, but these employees and / or agents and / or contractors must work for a common and singular entity or corporation or entity or company or similar legal entity.

If you are a branding company or design consultancy or advertising agency or purchasing this license for use by or on behalf of such an entity, the ultimate end user should also purchase a license appropriate for their intended use of the Font Software. The license granted herein for personal use does NOT extend to uses by temporary employees and / or independent contractors and / or outside freelancers. Under these circumstances an employer and / or the ultimate end user are required to purchase a license.

C-03 → SERVER USAGE

Font Software is expressly for and limited to the number of total users licensed under this agreement. E.G. The total number of users who could use the Font Software, not the total number of users who might have access to the Font Software at any one time. Font Software may be utilised within file or data distribution servers so that employees may access from a central location.

C-04 → USAGE

A Desktop License allows for installation of Font Software onto a desktop computer / personal computing device. Installation therefore allows the Font Software to be utilised in loaded Software (such as word processing and desktop publishing software) for the production of printed, marketing materials (encompassing but NOT limited to: logos, wordmarks, business cards, letterheads, books, marketing materials, billboards, apparel, social media images etc.), alongside rasterized static



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images (flattened formats such as GIF, JPG or PNG).

C-05 → UNPERMITTED USAGE

The embedding of the Font Software in other software or devices (other than the agreed usage on Desktop / Personal computing machines) or in any other form whatsoever is NOT permitted under this Desktop License and requires the purchase of a separate license agreement dependent on the medium and usage. Please consult the Colophon website or contact us directly for clarification.

C-06 → PASSING FILES TO THIRD-PARTY SUPPLIERS

When producing materials that require interaction from third-party suppliers / contractors / manufacturer / personnel, Colophon allows the passing of the Licensed Font Software onto one (1) service personnel / entity / company for previewing and production purposes only.

Colophon defines service personnel as an external supplier or contractor, such as a printer of a certain item of marketing, or a production house. The service personnel or supplier may install the Font Software onto one (1) local desktop computer to output but must NOT change or edit any live or non rasterized text within the supplied files or artwork.

If editing, artwork modification or adaptation is required or occurs, third-party suppliers and / or contractors and / or manufacturer and / or personnel must purchase an appropriate license.

If you are working as a third-party supplier and / or contractor and / or manufacturers and / or personnel on the designs for a website or web-based environment or application, you must purchase a Desktop License, alongside the appropriate Web License, for use within DTP or design software programs on your desktop / personal computer.]

C-07 → BACKUP COPIES

Licensees are permitted to create a back-up copy of the Font Software for archival and storage purposes. This should be on no more than 1 (one) medium (E.G. a server backup or cloud-based backup system) at any one time.

C-08 → FILE FORMATS

The Desktop License supplies files as .OTF and variable .TTF (if selected within the licensing selection process). These supplied Font Software files may not be converted or passed-through any mechanism or software which will inherently change or modify the file format. E.G. The modification of .OTF to web-based environments formats of .WOFF, .WOFF2, .EOT or .TTF.

The supplied .OTF and / or .TTF may NOT be utilised to be embedded



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or render live text via the @font-face CSS declaration, or web-based environment or any other dynamic online utilisation, software or program.

C-09 → FONT SOFTWARE PROTECTION

As a Licensee of the Font Software, you agree to take every reasonable attempt to protect all Font Software from theft, unauthorised transfer, redistribution or access from unlicensed or potentially malicious parties.

C-10 → UPGRADING

The Desktop License is measured on the number of users, as outlined in C-01 and C-02, when you exceed the specified number of users within the purchased license, you must upgrade within 3 (three) working days. The difference will be paid between the previously acquired license cost and the tier above. Please contact Colophon directly to upgrade the license.



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SECTION D DEFINITIONS

D-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

D-02 → DOWNLOADS

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

D-03 → EMBEDDING

The instance of the Font Software being contained within another software. E.G. A web browser, an application

D-04 → END USER

The person who utilises the Font Software.

D-05 → EULA (END USER LICENSE AGREEMENT)

This end user licence agreement.

D-06 → EXTERNAL AFFILIATES / COMPANIES / AGENCIES

All companies / agencies / individuals / entities / external contractors that are not employees of the licensed company and are registered as a separate entity NOT within the licensed company.

D-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.

D-08 → FONT SOFTWARE

Font Software means software or instructions licensed under this EULA 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.



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D-09 → FOREX

ForEx, also known as foreign exchange, FX or currency trading, is a decentralised global market where all world currencies trade.

D-10 → KEBAB-CASING

All lowercase with – separating words.

E.G. Looks-like-this

D-11 → PAGE VIEWS

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

D-13 → PERPETUAL

Indefinite.

D-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.

D-15 → SUBDOMAIN

An Internet domain which is part of a primary domain

E.G. <http://beta.web.com>

D-16 → SELF-HOSTING

The Font Software is uploaded to a web server that is controlled by the licensing party, to serve a website.

D-17 → STANDARD ('STD') AND PROFESSIONAL ('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.

D-18 → TERMS

This EULA is effective from the date the parties enter into this EULA and all fees have been paid and shall continue and perpetually, unless otherwise terminated in accordance with the terms of this EULA.

D-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



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e-commerce payment method. The transaction date represents the time at which the license officially starts.

D-20 → AUTHORIZED TOOLS

“Authorized Tools” are software programs developed, maintained and distributed through official Colophon channels, such as but not limited to the CF-Creator. These tools may adapt, manipulate, modify or change the font software from their full, complete versions.

D-21 → OFFICIAL CHANNELS

"Official Channels" means any direct and certified delivery of Font Software by Colophon directly such as delivery from an authorized representative of Colophon, via an @colophon-foundry.org email address or direct download from Colophon websites and e-commerce stores.



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CONTACT

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