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Commercial Font License

BERKELEY GRAPHICS

End User License Agreement (EULA)
Commercial Use
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Plain-English summary

Commercial License: You can use the fonts for most common commercial uses (such as publishing eBooks, designing logos, embedding into digital displays in aircraft cockpits, or creating business documents such as receipts and invoices for your customers). This license is limited to number of users purchased.

You may not modify the fonts in any way. You must retain the copyright notices when storing fonts on your computer or on a backup machine. Please protect the fonts from unauthorized access. We are not liable for any damage and waive all liability as permitted by the law.

We hope you enjoy our typefaces. “Plain-English summary” is for explanation and illustrative purposes.

Start of the EULA

End User License Agreement (EULA)

This End-User License Agreement (“EULA”) is a binding legal agreement establishing terms and conditions between you (“Licensee”) and Berkeley Graphics LLC (“Licensor”), for use of the *Licensed Software* and property of the *Licensor*. When you purchase, acquire or download the *Licensed Software* (or the Font Package), you are agreeing to the terms and conditions outlined in this *EULA*.

If you are accepting this agreement on behalf of your employer or client, and you have the legal authority to agree to this *EULA* on their behalf, then that entity is “You”. Otherwise, “You” refers to you personally (“Person”). If you’re acquiring *Licensed Software* as a Freelancer, Design consultancy, or Advertising Firm for use by your client (“End User”), then the End User or the Third-Party intending to use the *Licensed Software* must also purchase an appropriate license.

§ 1. Definitions.

For the purposes of this *EULA*, both, You (“Licensee”) and *Licensor* agree to the following definitions and their meanings:

1.01 “Person” - means any individual regardless of whether they are pursuant to this *EULA*.

1.02 “Party” - means any corporation, company, partnership, estate, trust, association, non-profit organization, joint venture, unincorporated organization, government, municipality, agency, firm, group, or an individual regardless of whether they are pursuant of this *EULA*.

1.03 “Licensee” - any *Person* or *Party* that is pursuant to the *Licensed Software* (or Font Package).

1.04 “Licensed Software” - means any binary contents of a digital file that contains the design of a typeface including, but not limited to, outlines, encodings, and data necessary for rendering, licensing, authorizing, distribution of the typeface. Font files are encoded in, but not limited to, True Type Format (TTF), Open Type Format (OTF), Web Font Format (WOFF, WOFF2), and Variable Font Format (OTF, TTF).

1.05 “Font Package” - refers to the entire contents of the font distribution files including *Licensed Software* (in TTF, OTF, WOFF, WOFF2 file formats and encodings), documentation, beta software, scripts, trial font files, font updates or upgrades, receipts, invoices, and license files.

1.06 “Computer” - means any device that has a semiconductor processor or memory, that is capable of using the *Licensed Software* regardless of whether the *Licensed Software* is implemented or installed on such a device.

1.07 “Web Server” - means any *Computer* used to serve websites, including but not limited to Infrastructure as a Service (IaaS) services or services that aid serving of the data (such as AWS S3). Hosting or serving of OTF and TTF font files (as part of the Font Package) is strictly prohibited on any *Computer* that is intended to be used as a *Web Server*.

1.08 “Web Font Use” - means any *Web Server* that uses the *Licensed Software* exclusively for displaying fonts on websites using the Cascading Style Sheet (CSS) @font-face rule. CSS @font-face rule must link to WOFF and WOFF2 font files (as part of the Font Package) hosted on a *Web Server*.

1.09 “Desktop and Print Use” - means copying, installing, rendering, displaying, embedding, or transferring of *Licensed Software* on a *Computer* located at the

Licensee's business address or home address and owned by the *Licensee* for use in text editors, terminals, web browsers, integrated development environments (IDEs), for programming, creating documents, resumes/CVS, personal correspondence, illustrations, and diagrams. *Computer* operated by the *Person* directly and the *Computer* is physically in possession of the *Licensee*.

1.10 "Personal Use" - means any activity conducted by the *Licensee Person*, that uses that *Licensed Software* for personal, professional, or non-professional contexts (such as using the *Licensed Software* for programming, software development, writing a user manual, drawing architecture diagrams) limited by number of Users granted to the Licensee. *Commercial Use* is not permitted.

1.11 "Commercial Use" - means any commercial or business activity conducted, performed, or initiated, directly or indirectly, by *Licensee Person* or a *Party* that uses the *Licensed Software* regardless of whether it is offered, circulated, or distributed to the general public (or a limited subset of the general public) or limited to the proprietary and internal use, limited to the number of *Users* granted to the *Licensee*.

1.12 "Derivative Work" - means any changes to the binary content of the *Licensed Software* including but not limited to reorganizing, transforming, adapting, converting, decompiling, encrypting, emulating, re-encoding, digitizing, or modifying in any way regardless of the medium (analog or digital or any other format).

1.13 "Read Only" - means the *Person* or *Party* using, viewing, examining or inspecting the digital files that embed the *Licensed Software* must not edit or alter the contents of the said digital files. *Licensed Software* must be embedded in files in the manner that prevents *Person* or *Party* from extracting *Licensed Software*.

1.14 "eBook Use" - means any digital book (PDF, EPUB, MOBI formats) that embeds the *Licensed Software* for *Read Only* §1.13 use and distributed to the general public (or a limited subset of the general public), *Person* or *Party*. All content that uses *Licensed Software* must be generated by the *Licensee*. Software applications such as, but not limited to, text editors, terminals, iPhone apps, embedded software in devices, etc. are strictly prohibited from embedding or using *Licensed Software*. A separate, customized license must be acquired for such a use case.

1.15. "User" - means any *Person* using or operating *Computer*, whether directly or indirectly, that installs *Licensed Software*. Number of Users are granted as part of the EULA between the Licensee and the Licensor. As an example, if a Graphic Design Studio has 5 designers using *Licensed Software*, that constitutes 5 Users. If a system administrator installs *Licensed Software* on 5 Web Servers, that constitutes 5 Users. If a company purchases *Licensed Software* for 100 developers, that constitutes as 100 Users.

You (the *Licensee*) are hereby agreeing to the following terms and conditions:

§ 2. License Grant.

You are hereby granted a non-exclusive, non-assignable, and non-transferable (unless permitted by the *Licensor* in writing), revocable license to access the *Licensed Software* as tabulated in Table §2.1; refer to the column "Grant" that restricts the use of *Licensed Software* for associated Type of Use. Commercial Use licenses are limited to number of Users purchased and indicated in the Order Confirmation Form and Receipt. Number of Users is the total number for each of the Types of Use shown in Table §2.1.

Type of Use	Grant	Conditions
<i>Desktop and Print Use</i>	Yes	Refer to §1.09
<i>Web Font Use</i>	Yes	Refer to §1.08
<i>eBook Use</i>	Yes	Refer to §1.14
<i>Commercial Use</i>	Yes	Refer to §1.11

Table 2.1 - License Grant

§ 3. Termination.

Licensor is entitled to terminate this *EULA* for violation of the terms and conditions in this *EULA*, upon notice by regular mail, telefax, or email. The termination of this *EULA* shall not preclude *Licensor* from suing you for damages of any breach of the *EULA*. This *EULA* may only be modified with expressed authorization from the *Licensor* in writing with a notarized signature of the *Licensor*. Upon termination of this *EULA*, *Licensee* must destroy any and all copies (including originals and back-ups) of the entire Font Package. *Licensee* may not continue to use the *Licensed Software* upon termination.

§ 4. Term.

The Licensee will be bound for the entire Term of this *EULA*. "Term" is defined as the period of time beginning on the effective date of purchase and ending on the date set forth in the Order Confirmation Form. If the Order Confirmation Form does not contain a termination date or if it does not have subscription-based monthly or yearly payment terms, the Term shall be deemed to a lifetime of the Licensee. Except as otherwise specified in an Order Confirmation Form, at the end of any Term, subscriptions will automatically renew for additional Terms equal to the greater of the expiring Term length, unless either party gives the other party notice of non-renewal at least 30 days and no more than 60 days before the end of the relevant Term. Except as otherwise specified in an Order Confirmation Form, pricing during any automatic renewal Term will be the same as that during the immediately preceding Term plus an increase not to exceed five percent (5%) plus any increase in the Consumer Price Index published by the U.S. Bureau of Labor Statistics during the immediately prior year, in *Licensor's* sole discretion.

§ 5. Unauthorized Access.

Licensee is obligated to take reasonable precautions and measures to prevent unauthorized access or copying of the *Licensed Software*. *Licensed Software* shall never be shared publicly using an HTML link or otherwise except for permitted use in the context of *Web Font Use*.

§ 6. Compliance.

Licensee is obligated to inform all users of the *Licensed Software* about the content of this *EULA* and ensure compliance with the terms dictated in this *EULA*. *Licensee* is fully responsible for intended or unintended access to users pursuant to the terms and conditions of this *EULA*.

§ 7. Copies.

Licensee is permitted to make one backup copy of the Font Package for archival purposes only, and *Licensee* shall retain exclusive custody and control over such copy. Any copies that you are expressly permitted to make pursuant to this *EULA* must retain and include the copyright, trademark, and other notices that are distributed along or inside the *Licensed Software* (or Font Package).

§ 8. Intellectual and Industrial Property Rights (IIPR).

Licensee agrees that the *Licensed Software* (and the Font Package) is protected by the copyright law and other IIPR of the United States and its States, by the copyright law and other IIPR of other nations, and by international treaties. *Licensee* must treat the *Licensed Software* as in the manner of a copyrighted work such as a book or a photograph. *Licensee* may not copy the *Licensed Software* except explicitly permitted in this *EULA*. *Licensee* agrees that the use of the *Licensed Software* not expressly permitted by this *EULA* constitutes an infringement of IIPR of the *Licensors*. *Derivative Work* of the *Licensed Software* is strictly prohibited.

§ 9. Transfer of Rights and Redistribution.

Licensee is not permitted to lease, sublicense, sell, rent, offer, or otherwise assign or transfer, in whole or in part, any rights, duties, or obligations of *Licensed Software* under this *EULA* to any *Person* or *Party*, including but not limited to entities resulting from mergers and acquisitions, forfeiture of the business, bankruptcy liquidation, sale of a business or business units, or any activity regardless of whether mandated by law or otherwise that constitutes a change in the ownership or operations of the original *Licensee*.

§ 10. Warranty and Liability.

LICENSED SOFTWARE IS PROVIDED BY THE COPYRIGHT HOLDERS (*LICENSOR*) "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE COPYRIGHT HOLDER (*LICENSOR*) BE LIABLE FOR

ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS *LICENSED SOFTWARE*, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

In jurisdictions that do not permit a limitation of liability for direct, indirect, incidental, special, exemplary, or consequential damages to persons, business, or otherwise; you agree to forfeit your rights to sue *Licensors* for any reason in those jurisdictions. *Licensors*' liability to the *Licensee* shall in no event exceed the *Licensed Software's* purchase price at the time of acquiring this license.

§ 11. Governing Law and Jurisdiction.

This *EULA* is governed by and construed in accordance with the internal laws of the State of Delaware in the United States without giving effect to any choice or conflict of a rule or a law provision that would permit or require the application of laws of any jurisdiction other than those of the State of Delaware in the United States. Any legal action, suit, case, or proceeding arising out of or related to this *EULA* or the licenses granted hereunder by the *Licensee* must be instituted exclusively in the courts of the State of Delaware or in federal courts of the United States and the *Licensee* irrevocably submits to the jurisdiction of such courts in any such suit, action, case or proceeding. If either *Party* engages outside counsel to enforce this *EULA*, and in any action or proceeding between the *Parties* relating to this *EULA*, the enforcing or prevailing *Party* will be entitled to recover its reasonable attorney fees. In the case of an action or proceeding or any appeal in connection therewith, such attorney fees, as well as the prevailing *Party's* other costs and expenses, will be awarded in addition to any other relief awarded or granted.

§ 12. Payment Terms.

All amounts paid pursuant to acquiring the *Licensed Software* are nonrefundable and non-returnable without exception. For subscription (monthly, yearly or otherwise) based payments, this *EULA* terminates as per the Termination §3 conditions and Term §4 limits.

§ 13. Terminology.

The word "including" is intended for illustrative purposes and includes the meaning, "including, but not limited to". Singular of a defined term includes plural and vice-versa.

End of the *EULA*.

BERKELEY GRAPHICS

Engineering graphics for professionals.

