# EULA Grilli Type End User License Agreement

**1 Contractual relationship**

This is an agreement between you, the purchaser and licensee, and Grilli Type AG (hereafter Grilli Type). By purchasing, or downloading, or installing, or using, or otherwise handling the digital typeface software (hereafter fonts), you accept the terms of this agreement. In accepting the terms of this agreement, you acknowledge understanding and complying with its terms. This agreement replaces and supersedes any previously made oral or written proposal or agreement between you and Grilli Type.

You are not purchasing the copyright to the design or any other part of the fonts, but the rights, meaning a non-exclusive, non-transferable, perpetual, and worldwide license, to use the fonts as specified in this agreement.

If you, the purchaser, are acting on behalf of the end user, you must ensure that the end user accepts this EULA as it is, i.e. without any alterations and / or amendments. You are not allowed to ask the end user any other price than the one offered by Grilli Type. You must not use the respective software yourself.

| 2 | Definitions | Wherever used in this EULA the meaning shall be the following: |

| 2.1 | Within your organization | "Within your organization" shall mean usage inside your company or organization, across all your business locations, but shall not include usage by clients or other third parties, including self-employed parties who are working for you but not at one of your business locations. Self-employed third parties temporarily working at one of your business locations on your devices are considered part of your organization. |

| 2.2 | On servers under your control | "On servers under your control" shall mean that all fonts are solely stored using online storage (hereafter servers) to serve websites for which you or your organization have sole administrative access to (aside from the owner of the server). |

| 2.3 | Visitors per month | "Visitors per month" shall mean the number of uniquely identifiable users visiting your websites. You have to record and control the number of monthly visitors by using an analytics tool generally recognized to be able to document the number of unique visitors to a website. You have to purchase a licensing upgrade if you exceed your monthly visitors limit at any point in order to cover that larger number of monthly visitors. Grilli Type reserves the right to request and receive screenshots of your analytics tool to prove that the amount of unique visitors per month is below the maximum limit of allowed visitors you have purchased licenses for. |

| 2.4 | Embed | "Embed" shall both mean the use of fonts in applications, meaning the embedding of the font files through various means (depending on the operating system and programming platform) into the application or an application package. The fonts are used by said application to style dynamic or static text inside those applications. You must neither embed the fonts into any physical devices directly nor save font files onto a device and sell, gift, ship, in any other way hand that device to any third party. |

| 2.5 | Applications | "Applications" shall mean applications able to run and function on one of the following operating system platform, on versions that are less than 5 years old: Microsoft Windows, Apple MacOS, Apple iOS, Android, insofar as they support the font files as they are supplied by Grilli Type. Other operating systems are also covered under this agreement if they support the font files as they are supplied by Grilli Type, but Grilli Type can not offer any technical support. |

| 2.6 | Licensing add-ons | "Licensing add-ons" shall mean further licensing types, defined in add-ons to this agreement, that can be purchased in addition to the Desktop, Web, and App licensing. |

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| 3 | Desktop licensing | For Desktop licensing, the following terms apply: |
| 3.1 | Usage rights | You are purchasing a certain amount of licenses to use fonts by Grilli Type on a certain number of devices within your organization. You may use the fonts for the creation of static or moving files like images and videos. This includes the use of fonts for broadcasts. |
| 3.1 | Installations | The amount of devices you may install the fonts on depends on the amount of licenses purchased, as referenced during your purchase and on your invoice. You may not install the fonts on any further devices, aside from the archival copies. |
| 3.2 | File handling | A copy of the fonts may be sent as part of a file release to a prepress bureau or printer if necessary. The fonts may be embedded into files of the Portable Document Format (PDF), PostScript (PS), and Encapsulated PostScript (EPS) types. The fonts must not be embedded into any other format under this license. |
| 3.3 | Modification | You must not modify the fonts under any circumstance. |

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| 4 | Web Licensing | For Web licensing, the following terms apply: |

**4.1 Usage rights**

You are purchasing a certain amount of licenses to use fonts by Grilli Type on web servers under your control, and under control of a single organization, to serve to a specific number of website visitors per month. You are purchasing so-called self-hosted fonts that you host on your own servers.

**4.1 Installations**

For each license you purchase, you may install the fonts on any number of hosting services for any number of domains, as long as the overall number of monthly unique visitors of all websites served from those servers and domains added up is smaller than the number you have purchased licenses for. The number of allowed unique visitors is noted during your purchase and on your invoice.

**4.2 File handling**

The use of the fonts on devices in your organization is restricted to preparing their use on servers, for activities generally called "web development".
A copy of the fonts may be sent to a third-party website developer if necessary. The fonts may be embedded into websites using the CSS @font-face technique. The fonts may not be embedded into any other format or in any other way under this license.
You must not use the fonts to create or save raster or vector images.

**4.3 Modification**

You may not modify the fonts under any circumstance, except by subsetting the character set of the fonts, meaning using an application or service to reduce the number of characters or features in the font while not modifying any of the underlying character designs (also known as the design of the typeface) or font name tables. You may not, under any circumstances, modify the design of the typeface or its font name tables. Any rights, including but not limited to copyrights and trademarks, of both the original version and the edited version remains with Grilli Type and their respective owners, and the number of unique website visitors covered by the license remains the same overall. Outside of their legal use as described in this license, you may not distribute, lend, rent, sell, give away, publicly or privately share any modified or unmodified version of the fonts. Grilli Type does not offer any support for or guarantee the proper functioning of any modified fonts.

| 5 | App Licensing | For App licensing, the following terms apply: |

**5.1  Usage rights**

You are purchasing a certain amount of licenses to embed fonts by Grilli Type in an unlimited number of applications created within your organization, by a certain number of developers of the applications.

**5.1  Installations**

The number of developers who may use the fonts for development of the application depends on the amount of licenses purchased, as referenced during your purchase and on your invoice. You may not install the fonts on any further devices or use them by further developers, aside from archival copies.

The use of the fonts on devices in your organization is restricted to preparing their use in applications, for activities generally called "application development". The fonts may not be used aside from the fonts' use as embedded fonts in your applications.

**5.2  File handling**

A copy of the fonts may be sent to a third-party app developer if necessary, and these developers count towards your licensed number of developers. The fonts may not be embedded into any other format or in any other way under this license. Embedding of the font with the CSS @font-face technology is expressly prohibited, also creating what is commonly known as «virtual terminals». Embedding of the font into computer files other than application files (for example document formats like PDF, EPS, and PS) is expressly prohibited. You must not use the fonts to create or save raster or vector images or documents in your applications.

**5.3  Modification**

You must not modify the fonts under any circumstance.

## 6          General

6.1    Licensing add-ons

The terms of any Licensing add-ons are in addition to the full terms of this agreement, unless otherwise noted.

6.2    Warranty and support

We endeavour to produce our fonts to the most up-to-date technical standard. Can you prove that they do not function as promised, Grilli Type is entitled to cure the shortcoming. Should we fail within 30 days after your first information of curing you may, within another 30 days, ask for a refund. After a refund the respective license terminates with immediate effect and any further use is strictly forbidden.

6.3    Breach of contract

Any breach of the terms and conditions of this agreement terminates your license to use the fonts. After any termination of the agreement you must destroy any copies of the fonts, including your archival copies. A breach of the terms of this EULA obligates you to pay a penalty of US$ 4.000 or, if higher, 50 % of the license fee. You still are obliged to obey to this EULA.

6.4    Rights reserved

Any and all rights not expressly granted in this agreement are reserved to Grilli Type.

6.5    Warranties

Grilli Type represents and warrants that it has the right and authority to enter into this licensing agreement and that the agreed upon deliverables do not infringe any third party intellectual property rights.

6.6    Liability

Grilli Type's liability is limited to gross negligence and intent, as well as to the amount of the purchased licensing. It is under no account responsible for any lost revenue, time, etc.

6.7    Marketing

From the moment the use of a license is made in any way public by you Grilli Type is entitled to use your company's name, as well as other trademarks and images and videos of the use, for marketing reasons only.

6.8    Applicable law and court of jurisdiction

This agreement shall be governed by and construed exclusively in accordance with Swiss law. Place of performance and exclusive place of jurisdiction is the location of the headquarters of Grilli Type, currently Lucerne, Switzerland.

Edition March 2019, future editions subject to change.

# EULA

# Grilli Type Trial Fonts License Add–On

This is an add-on to the Desktop, Web, and App licenses. All terms of the Grilli Type EULA shall remain in force unless modified by this agreement. The following amendments and alterations to the EULA apply.

## 1  Allowed use

The license exclusively allows the use for testing and trial purposes as well as for paid and unpaid pitches. You may not use the fonts in any final files for any project, commercial or non-commercial.

## 2  Students' use

If you are an actively enrolled student at an accredited learning institution in your country, you may use the fonts in final files as long as the context of the files is of strictly non-commercial and educational nature. You must not use the fonts for portfolios, client projects, or any other such commercial context.

Edition March 2019, future editions subject to change.