End User License Agreement (EULA)

1 INTRODUCTION

This is an agreement between Approximate Type and you, the License Owner. By purchasing, downloading, installing or otherwise handling the Fonts (computer software containing representations of typeface designs), you are agreeing to the terms of this Agreement. Upon receipt of full payment of all applicable license fees, Approximate Type grants you the limited, non-exclusive, non-transferable right to use the Fonts in accordance with the terms of this Agreement. You agree that all rights not granted to you by this Agreement are expressly reserved by Approximate Type. If the License Owner does not accept the terms, the License Owner is not allowed to download or request or use the Approximate Type Fonts.

2 COMMERCIAL LICENSE: DEFINITIONS

LICENSE OWNER is the person or company on whose behalf the Fonts are used and whose name is specified during the checkout or sale process. If you as a designer, create work for a client, the client will be the License Owner.

SUBCONTRACTOR is any third party using the Fonts on behalf of the License Owner. Usually, the Subcontractor would be a designer using the Fonts on behalf of their client. Unless the designer is the License Owner (i.e. the designer is creating work for their own organisation), the designer is a Subcontractor of the License Owner.

COMPANY SIZE, as specified during checkout, is the number of employees, including temporary staff, working for the License Owner.

3 OWNERSHIP

The purchase of a license does not give the License Owner ownership of the Fonts. The License Owner is purchasing the non-exclusive permission to *use* the fonts in accordance with the Agreement. Therefore, all font software, trademarks, electronic data, designs and names remain the property of Approximate Type.

If a designer uses Approximate Type Fonts for several clients, each of those clients needs to have their own license.

4 SCOPE AND TYPES OF LICENSES

Fonts can be licensed for Desktop, Web or App. In all situations, Company Size is the determining factor for the cost of a license. Should the License Owner outgrow its licensed tier, the License Owner must upgrade their license to the correct tier. Licenses can only be upgraded and Approximate Type will not reimburse any cost should the License Owner's number of employee's decrease below its license tier. For companies exceeding 70 employees, custom licensing is required (this can be done via email request). Approximate Type may at any time, request an audit to

confirm you are in accordance with this EULA. On the event of receiving an audit request, you must provide a statement disclosing the total number of employee's a the License Owner's organisation at that point in time. Should the number of employee's exceed your license tier, you must upgrade the license accordingly. Upgrading the license can be arranged by contacting Approximate Type directly.

DESKTOP LICENSES are provided in OTF format and may be used for print, desktop publishing and for social media-channels like Instagram and Facebook. The License Owner can make security copies of the Fonts as long as they remain inaccessible to external parties. When embedded in production files, a copy of the Fonts may be shared with prepress and printing entities. If any of these external entities manipulate texts using Approximate Type Fonts, an individual license is necessary for those parties. The Fonts may be embedded into public PDF files as vector outlines.

WEB LICENSES are provided in WOFF and WOFF2 formats and can be used on any number of websites owned and controlled by the License Owner's organisation. You may only serve the Fonts on websites using the CSS @font-face rule and in the WOFF and WOFF2 formats. Use of the Fonts in OTF format on the web is not permitted.

APP LICENSES have to be acquired as such, a Desktop font does not cover App usage. App fonts are provided as OTF files. App fonts can be used in any number of apps owned and controlled by the License Owner's organisation.

TRIAL LICENSES are free and permits you to use Trial versions of the Fonts ("Trial Fonts") for preview, evaluation purposes, and to create proposals for commercial client projects. Trial Fonts are issued with a full character-set and features. The Fonts are only available in OTF (OpenType CFF) format and do not include any variable fonts. You may install Trial Fonts on any number of devices within your organisation. The Trial Fonts must not be shared or redistributed amongst any third party organisations including any Clients or Subcontractors.

STUDENT LICENSES permit you to use the Fonts for self-initiated, non-commercial work during your studies and within an educational environment. The Fonts must not be shared amongst peers. Use of the fonts for charity events which go towards graduate shows is allowed. The fonts are delivered in OTF, WOFF, and WOFF2 formats. If you want to use the Fonts for a client project, your clients needs to license the font. If you're a teacher at an accredited educational institution, you can contact Approximate Type to arrange licensing of the Fonts as teaching materials for non-commercial class projects.

CHARITY LICENSES are free licenses given to non-profit projects that address and/or battle social injustice such as racism, sexism and homo/transphobia. If you feel like your project qualifies, please send an email to mail@approxtype.com and give a short description of your project.

5 SUBCONTRACTORS

A commercial license permits any number of Subcontractors to use the Fonts, in accordance with this Agreement, on behalf of the License Owner. The License Owner is permitted to send copies of the Fonts to Subcontractors for this purpose. You must ensure that any Subcontractor has read and agreed to the terms of this Agreement before receiving the Fonts. If a Subcontractor stops working for the License Owner, they must permanently delete all copies of the Fonts in their possession. At no time is any

Subcontractor permitted to use the Fonts on behalf of themselves or any party other than the License Owner. Unless a specific exception is granted by Approximate Type, a Subcontractor must not be a subsidiary or parent organisation of the License Owner.

6 PURCHASE BY DESIGNER

A designer can purchase a commercial license on behalf of the License Owner (their client), provided that: The License Owner and Company Size are correctly specified during the checkout process; the License Owner has read and agreed to the terms of this Agreement; and the License Owner has expressly permitted the designer to complete the purchase on their behalf. The designer is not permitted to quote or invoice the License Owner for any price other than the amount they actually paid for the license.

7 GENERAL RESTRICTIONS

You must take all reasonable precautions to ensure the Fonts are not accessible to unlicensed third parties or to the general public. The Fonts must not be uploaded onto online storage platforms (such as GitHub or Amazon S3) where they would be accessible to unlicensed third parties.

YOU ARE NOT PERMITTED TO:
① Decompile, modify, reverse-engineer, reformat, alter, edit, or create derivative works of the Fonts or engage any third party to do so without prior written permission from Approximate Type (converting the font to outlines and editing these outlines to create artworks is allowed but you may not open the fonts in a specialised font editor to edit and re-export). Should you require a modification of the Fonts, you must discuss this with Approximate Type as a custom font modification project.
② Distribute (share, rent, lend, gift, sell, sub-license, etc.) the Fonts or any copy thereof to any unlicensed third party. Transfer this Agreement or any of your rights hereunder to any third party without the prior written permission of Approximate Type.
③ Use the Fonts in any explicitly political or religious context, or any context relating to cryptocurrency or the sale of Non-Fungible Tokens (NFTs), without the prior written consent of Approximate Type. Written consent from Approximate Type is also required by news and media organisations or by any state controlled companies.
④ Use the Fonts in any violent or hateful context or for any form of discrimination based on specific characteristics like race, religion, gender, or disability.
⑤ Use the Fonts in any contexts linked to the promotion of fossil fuel use, deforestation, mistreatment of animals or by any military establishments.
⑥ Use the Fonts in any application in which an unlicensed third party could use them to customise their own designs or to create static documents or images (e.g. an online design application, iron-on lettering product, or print-on-demand service).

8 TERMS

This Agreement is effective in perpetuity, except that if you breach any of its terms Approximate Type reserves the right to charge you the cost of a license covering your actual usage of the Fonts, on a per-infringement basis and without discounts, and/or terminate the license.

9 WARRANTY

Approximate Type makes no warranties, express or implied, as to merchantability, usability for a particular purpose, or otherwise. If you encounter an issue or problem with the Fonts, Approximate Type will make a good faith effort to provide a fix or replacement within 30 days of being notified. If the issue cannot be reasonably remedied, Approximate Type may at their discretion offer to refund you, at which point this Agreement will immediately terminate.

Approximate Type shall in no event be liable to you or any other third party for any direct, indirect, consequential or incidental damages arising out of the use or inability to use the Fonts, even if notified in advance. Under no circumstances shall Approximate Type's liability exceed the cost of the license you purchased. You agree to indemnify and hold Approximate Type harmless from and against any claims or damage which may result from your misuse of the Fonts or breach of this Agreement.

10 LEGAL

This EULA is governed and construed in accordance with the laws of Denmark. Any dispute that cannot be reconciled between parties, shall be submitted to the exclusive jurisdiction of the Copenhagen City Court.

This Agreement constitutes the entire Agreement between Approximate Type and you, and supersedes any prior discussions or negotiations, whether verbal or in writing. No amendment, modification or waiver will be valid or enforceable unless materialised in an agreement signed by Approximate Type.

If any part of this Agreement is found void or unenforceable, it will not affect the validity of the rest of the Agreement, which shall remain valid and enforceable according to its terms. Approximate Type's failure or election not to enforce a provision of this Agreement is not a waiver of its right to do so later. The section-numbering within this Agreement are for convenience and shall not affect or alter the meaning or construction of any terms or provisions of the Agreement. Thank you for taking the time to read this document.

If you have any questions or enquiries, please contact mail@approxtype.com or survey the website's FAQ section on www.approxtype.com/information.