

## GENERAL

This End User License Agreement (hereinafter the “Agreement”) is a contract between Plain Form / Lucas Descroix of 601 route d'Ampère, 69250, Poleymieux-au-mont-d'or, France and you, the Licensee (the entity or organisation on whose behalf the Fonts are used, and whose name is specified during the checkout or sale process).

This Agreement governs the terms of use of the Font Software and the design of the Fonts, from now on referred to as Fonts, in any media, printed materials, electronic documents, artwork, web services and any other material that may be associated with the product now or in the future. For the purposes of the Agreement, ‘Fonts’ shall be defined as the design of the Fonts together with the Font Software in which all typographic elements are contained. Fonts shall further comprise all bitmap and/or outline representations of typeface and typographic elements created by or derived from the Fonts.

By accessing, installing and/or using any of the Fonts, the Licensee acknowledges reading and consenting without reserve to the terms and conditions of this Agreement. Should the Licensee wish not to be bound by this Agreement, the Licensee shall no longer access, install and/or use the Fonts and their contents.

Upon payment in full of the non-refundable license fee, Plain Form grants you the limited, non-exclusive, non-transferrable right to use the Fonts in accordance with the terms of this Agreement. You are granted only the rights expressly stated in this Agreement, and use of the Fonts in any other manner is strictly prohibited.

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## LICENSE TO USE

### LICENSE SCOPE

This Agreement permits you to use the Fonts within your organisation. The Fonts are provided in OTF, WOFF and WOFF2 formats.

Except as otherwise specified by this Agreement, you may install the Fonts on any number of devices within your organisation; use the Fonts on any number of websites owned and controlled by your organisation; and/or embed the Fonts in static documents (such as PDFs), in eBooks, digital products, installable applications, and other media produced by your organisation. Size-specific limitations regarding logo use and TV / Broadcast can be found respectively in the sections ‘Logo use’ and ‘TV / Broadcast’.

The cost of a License is determined based on the number of employees, including temporary staff, working for the Licensee, as well as the total number of followers on all major social media platforms, at the time of purchase — whichever is the highest according to Plain Form's plateaux (see end of this document). You do not have to upgrade a License if the number of employees and/or followers increases, only if you need it to cover more permissions (such as Logo Use or TV / Broadcast).

### PURCHASE BY DESIGNER

For the purposes of the Agreement, ‘Designer’ shall be defined as any entity (such as a design agency or studio, individual designer, or other service bureau) that provides services to the Licensee involving use of the Fonts.

A Designer can purchase a License on behalf of the Licensee (their client), provided that: the Licensee and license metrics are correctly specified during the checkout process; the Licensee has read and agreed to the terms of this Agreement; and the Licensee has expressly permitted the Designer to complete the purchase on their behalf.

### SUBCONTRACTORS

For the purposes of the Agreement, ‘Subcontractor’ shall be defined as any third party using the Fonts on behalf of the Licensee. Unless the Designer and Licensee are the same entity (i.e. the Designer is creating work for their own organisation), the Designer is a Subcontractor of the Licensee.

A License permits any number of Subcontractors to use the Fonts, in accordance with this Agreement, on behalf of the Licensee. You are 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 Licensee, they must destroy 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 Licensee.

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## TEST LICENSE

For the purposes of this Agreement, 'Test Fonts' shall be defined as test versions of the Fonts with a reduced character set, fewer or no OpenType features and limited support. They are available only in OTF format.

A Test Font license permits you to use Test Fonts for preview and evaluation purposes. You may install Test Fonts on any number of devices within your organisation.

Test Fonts may be used in self-initiated, non-commercial work, as well as in the creation of design proposals you submit to a client, even if this would constitute a commercial use. Once your design project is approved, a regular license must be obtained prior to exploitation.

Use of Test Fonts in student work is permitted, but use by a student in commercial work is not permitted. Use on social media for personal projects is permitted, on the condition that you credit both Plain Form and the name of the typeface within the post (see Crediting section for more details).

Modifications to the Test Fonts, their design or underlying code, is not permitted.

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## 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) where they would be accessible to unlicensed third parties.

You are not permitted to:

→ 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 Plain Form. Note that importing characters from the Fonts as graphic objects into a drawing program, such as Inkscape, Adobe Illustrator, Figma, etc. and modify them as graphic objects is permitted. Subsetting the character set of the Fonts for the purpose of reducing the file size on the web is also permitted;

→ Reproduce, sell, rent, sublicense, give away or otherwise distribute the Fonts as a whole or in parts to any unlicensed third party;

→ Transfer this Agreement or any of your rights hereunder to any third party without the prior written permission of Plain Form;

→ Use the Fonts in a Non Fungible Token (NFT) art work, software, or any other kind of production linked to a blockchain service or technology without the prior written consent of Plain Form;

→ Use the Fonts on behalf of, or for the promotion of any government agency, military or weapons manufacturer. It is also prohibited to use the Fonts to spread racist, homophobic, transphobic, or sexist content and messages. Plain Form may withdraw any license from a license owner in the case that the license owner uses the Fonts to spread such messages. The license fee would not be refunded. Any licensing or use that would benefit, either directly or indirectly, any political party or religious organization must be the subject of a prior written agreement from Plain Form;

→ 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).

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## LOGO USE

Plain Form only grants the use of the Fonts for the realisation of logos and logotypes if the Licensee has acquired an 'L' or 'XL' license.

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## TV / BROADCAST

Plain Form grants the use of the Fonts within video or film work on the basis that it is not broadcast on terrestrial television or embedded within a subscription based or VOD streaming libraries (eg Hulu, Netflix). The Licensee may use the Fonts within film work as shown in theatres or festivals without any additional fee. For unlimited use within all types of broadcast services the Licensee is obliged to acquire an 'XL' license.

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## INTELLECTUAL PROPERTY

The Licensee acknowledges that every intellectual property rights regarding the Fonts, including, but not limited to, every existing or future copyrights and distinguishing features, are the sole and exclusive property of Plain Form. These rights are not limited to any geographical area but apply worldwide. No title to or right of ownership over the Fonts is transferred to the Licensee.

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## CREDITING

The Licensee should make every effort to properly credit the Fonts name and author(s) whenever using

the Fonts on a website, movie, book, magazine, video game, or any other document with an appropriate credits section.

As a designer or agency, the Licensee should make every effort to credit the Fonts name and tag Plain Form with the appropriate handle (@plain\_form on Instagram and Twitter), when sharing a project using the Fonts on social media.

The Licensee agrees not to remove the Plain Form credits contained in the Fonts.

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#### IN-USE

Plain Form reserves itself the rights to use, for promotional purposes within the framework of its corporate communications, be it internally as well as with third parties, any images and/or videos that include a Font, notably on the Web Site and social media.

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#### TERM

This Agreement takes effect when the Licensee downloads one of our Fonts and will terminate automatically without notice from Plain Form if you fail to comply with any provision contained herein. Upon termination, the Licensee must destroy all copies of the Fonts and associated documentation.

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#### WARRANTY

The Fonts are delivered “as is”, Plain Form does not warrant that the functions contained in the Fonts will meet the Licensee’s requirements or that the operation of the software will be uninterrupted or error free. Plain Form is not liable for any direct, indirect, consequential, or incidental damages (physical, financial or other) resulting from the use or inability to use the Fonts as well as consequences of any kind resulting from the dealings with the Fonts.

If you encounter an issue or problem with the Fonts, Plain Form will make a good faith effort to provide a fix or replacement.

Under no circumstances shall Plain Form’s liability exceed the cost of the license you purchased. You agree to indemnify and hold Plain Form harmless from and against any claims, damage, losses and expenses of any kind (including reasonable legal fees and costs) that may result from the use of the Fonts or the breach of this Agreement.

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#### LEGAL

This Agreement is subject to and governed by the laws of France. This Agreement constitutes the entire Agreement between Plain Form 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 Plain Form.

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. Plain Form’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 titles within this Agreement are for convenience and shall not affect or alter the meaning or construction of any terms or provisions of the Agreement.

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Thank you for taking the time to read this document. For any questions or inquiries, please get in touch with us ([contact@plain-form.com](mailto:contact@plain-form.com)) and we’ll be happy to help!

#### License Sizes

*Reminder, these metrics are those of the end-client, not the designer or agency creating the work.*

### XS

1 employee  
Socials <20k  
Logo use  
TV/Broadcast

### S

2-5 employees  
Socials <50k  
Logo use  
TV/Broadcast

### M

6-15 employees  
Socials <100k  
Logo use  
TV/Broadcast

### L

16-50 employees  
Socials <300k  
Logo use  
TV/Broadcast

### XL

51-200 employees  
Socials <1M  
Logo use  
TV/Broadcast

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If none of the available options fit your needs, please get in touch!