

EULA (End User License Agreement)

INTRODUCTION

This End User License Agreement (the “Agreement”) is a contract between RÜDIGER (Philipp Neumeyer) and you, the Licensee (the entity or organization that uses the Fonts and whose name is specified during the checkout or sale process).

By purchasing, downloading, installing, or otherwise using the Fonts (computer software containing representations of type-face designs), you agree to the terms of this Agreement.

Upon full payment of all applicable license fees, RÜDIGER grants you a limited, non-exclusive, and non-transferable right to use the Fonts in accordance with the terms outlined below. Any rights not explicitly granted in this Agreement remain the sole property of RÜDIGER.

COMMERCIAL LICENSE

DEFINITIONS

↳ “*Licensee Size*” refers to the total number of individuals (including full-time and part-time employees as well as temporary staff) working for the Licensee. ↳ “*Designer*” refers to any entity (such as a design agency, studio, independent designer, or service provider) that uses the Fonts while offering services to the Licensee. ↳ “*Subcontractor*” refers to any third party using the Fonts on behalf of the Licensee. If a Designer is providing services for a separate organization, they are considered a Sub-contractor of the Licensee.

LICENSE SCOPE

A Commercial License allows the Fonts to be used within your organization. The Fonts are provided in OTF (OpenType CFF),

WOFF, and WOFF2 formats. Additional formats may be available upon request at the discretion of RÜDIGER.

Unless stated otherwise in this Agreement, you are permitted to:

↳ Install the Fonts on an unlimited number of devices within your organization. ↳ Use the Fonts on an unlimited number of websites owned and controlled by your organization. ↳ Embed the Fonts in static documents (e.g. PDFs, Keynote presentations etc.). ↳ Use the Fonts in eBooks, digital products, installable applications, games, moving images (e.g. films, videos etc.) and other media produced by your organization when purchased the *App / Game / Video License*. ↳ Convert text into outlines and modify the letters for creating a logo when purchased the *Logo / Wordmark License*.

The Fonts may only be used on websites via the CSS @font-face rule in WOFF and WOFF2 formats. Using the OTF format for web implementation is not permitted.

The cost of a Commercial License is determined based on Licensee Size (if your Licensee Size increases after purchase, your license remains valid as long as the correct Licensee Size was declared at the time of purchase) and license kind.

SUBCONTRACTORS

A Commercial License allows an unlimited number of Sub-contractors to use the Fonts on behalf of the Licensee, provided they comply with this Agreement. You may send copies of the Fonts to Subcontractors for this purpose, but you must ensure they have read and agreed to this Agreement before receiving the Fonts.

If a Subcontractor ceases working for the Licensee, they must delete all copies of the Fonts. At no time may a Subcontractor use the Fonts for themselves or for any other party.

Unless explicitly approved by RÜDIGER, a Subcontractor must not be a subsidiary, parent company, or other affiliate of the Licensee.

PURCHASE BY A DESIGNER

A Designer may purchase a Commercial License on behalf of a Licensee (their client), provided that:

↳ The correct Licensee Size are specified during checkout. ↳ The Licensee has read and agreed to the terms of this Agreement. ↳ The Licensee has given the Designer permission to complete the purchase on their behalf.

The Designer may not charge the Licensee a different price for the license than the actual amount paid to RÜDIGER.

TRIAL LICENSE

A Trial License allows you to use Trial Versions of the Fonts (“Trial Fonts”) strictly for preview and evaluation purposes. Trial Fonts include the suffix “TRIAL” in the filename and/or font data and are available only in the OTF (OpenType CFF) format. ↳ You may install Trial Fonts on an unlimited number of devices within your organization. ↳ You may use Trial Fonts for testing, evaluation, and non-commercial educational purposes (including student work, provided it is not monetized or done on behalf of a third party).

You must not use Trial Fonts on websites, mobile apps, or other software products that are made publicly accessible.

GENERAL RESTRICTIONS

You must take all reasonable measures to ensure that the Fonts are not accessible to unlicensed third parties. Fonts must not be uploaded to public online storage platforms (e.g., GitHub,

Amazon S3) where they could be accessed by unauthorized users.

You are not permitted to:

↳ Decompile, modify, reverse-engineer, alter, or create derivative works of the Fonts without written permission from RÜDIGER. ↳ Share, rent, lend, sell, sublicense, or distribute the Fonts to any unlicensed third party. ↳ Transfer this Agreement or your rights under it without written permission from RÜDIGER. ↳ Use the Fonts in explicitly political or religious contexts without written consent from RÜDIGER. ↳ Use the Fonts in any violent, hateful, or discriminatory context. ↳ Use the Fonts in any application where unlicensed users can access or manipulate them, such as online design tools, print-on-demand services, or customizable lettering products.

TERM

This Agreement remains valid indefinitely. However, if you violate any of its terms, RÜDIGER reserves the right to:

↳ Charge you for a license that fully covers your actual usage of the Fonts (on a per-infringement basis, without discounts). ↳ Revoke your license and terminate this Agreement.

WARRANTY

RÜDIGER provides the Fonts as is, without any express or implied warranties regarding merchantability, fitness for a particular purpose, or otherwise.

If you encounter a technical issue, RÜDIGER will make a good faith effort to provide a fix or replacement within 30 days of notification. If the issue cannot be resolved, RÜDIGER may, at its discretion, offer a refund, at which point this Agreement will immediately terminate.

RÜDIGER shall not be liable for any direct, indirect, consequential, or incidental damages arising from the use or inability to use the Fonts. In no case shall RÜDIGER’s liability exceed the cost of the license you purchased.

You agree to indemnify and hold RÜDIGER harmless against any claims or damages resulting from misuse of the Fonts or breach of this Agreement.

LEGAL

This Agreement is governed by the laws of Germany. It constitutes the entire Agreement between RÜDIGER and the Licensee, superseding any prior discussions or agreements.

No modifications, amendments, or waivers are valid unless formally agreed upon in writing by RÜDIGER.

If any part of this Agreement is found unenforceable, the remainder of the Agreement will still apply. Failure to enforce any provision does not waive RÜDIGER’s right to do so in the future.

Thank you for taking the time out of your day to read this Agreement. If you have any questions, please contact us via [email](mailto:info@rue-diger.com).

Berlin, *February 2025*

The employees-based license model was first introduced by abcDinamo in hopes of making the purchasing process more simple and fair for everybody involved. The typeface you are reading right now is called ELMA Mono and can be purchased [here](#).