



Font licenses Agreement

Oztype Desktop End User License Agreement (EULA)

DESKTOP END USER LICENSE AGREEMENT V1.2 (07.24)

SECTION A: THE PARTIES

This agreement (the "EULA") is between you, the user, ("You" or the "Licensee")

AND

Oztype Pty Ltd. ("Oztype")

Oztype Pty Ltd. is a company incorporated in Australia and operates alongside its associated entity in the United States.

By downloading, installing, or using the Font Software distributed by Oztype, you automatically agree and are bound under the jurisdiction and courts of New South Wales,

Australia to the terms below.

SECTION B: GENERAL TERMS

B-01 ACKNOWLEDGEMENT

1. You acknowledge you have fully read and understood all terms within this agreement.
2. This document supersedes any other or previous agreement between Oztype and the Licensee.
3. No variation of this agreement will be accepted, other than a written exception created by Oztype.
4. Oztype reserves the right to amend this EULA at any time without notice.

B-02 IP OWNERSHIP

1. You acknowledge that the Font Software and any other intellectual property licensed under this EULA ("Licensed IP") belong to Oztype Pty Ltd. and its licensors.
2. This EULA does not transfer ownership of any intellectual property rights.
3. You have no rights to the Licensed IP other than to use it in accordance with this EULA.
4. You have no right to access the Licensed IP in source code form.

B-03 NO LEASE OR SUBLICENSING

1. The Licensee may NOT sell, lease, sublicense, or otherwise transfer any rights or obligations under this agreement.
2. Any breach will result in immediate termination of the EULA, and you will be required to delete all copies of the Licensed IP.
3. Oztype licenses the Licensed IP for internal use by the Licensee's business only and not for any resale purpose.

B-04 FEES & TAXES

1. Upon full payment of the license fee, you will become a licensed user.
2. All fees do not include any applicable sales tax, goods & services tax (GST), value-added tax, or similar duties.
3. The Licensee is responsible for paying any such applicable taxes or costs in addition to the license fee.

B-05 NO MODIFICATIONS

1. Re-naming, adapting, modifying, reverse engineering, decompiling, or changing the font format of the Licensed IP is strictly prohibited.
2. Any and all modifications to the Licensed IP must be made exclusively by Oztype.
3. Please contact Oztype directly to discuss your requirements for custom modifications.

B-06 REFUNDS

1. All sales are final. Oztype does not give refunds unless the Font Software files are proven to be defective after a period of exhaustive technical support.

B-07 LICENSE NON-TRANSFERABLE

1. All licenses are non-transferable and are granted only to the named Licensee.
2. You may not transfer or sub-license the Licensed IP to any other parties, clients, or affiliates.
3. Any additional party utilizing the Licensed IP must purchase their own appropriate license.
4. Oztype allows the purchase of a license on behalf of a client, but the end-user entity must be the named Licensee for their required usage tier.

B-08 SINGULAR ORGANIZATION

1. The license is for use within a singular organization or entity.
2. The license is valid for only one ① company, for example an Inc., LLC, Corp., Pty Ltd, or equivalent recognized company title.

B-09 VIRUSES

1. Although Oztype has taken reasonable steps to ensure the Licensed IP is free of viruses, Oztype takes no responsibility for any damage to a user's hardware or software.
2. All Licensed IP is installed at the Licensee's own risk.
3. The Licensee is responsible for ensuring the Licensed IP meets its individual requirements, including any specific cybersecurity needs.

B-10 JURISDICTION

1. This agreement shall be governed exclusively by the laws of New South Wales, Australia, without regard to its conflicts of law provisions.
2. The courts located in New South Wales, Australia shall have exclusive jurisdiction to adjudicate any dispute arising from this agreement.

B-11 MAJOR BREACH OF LICENSE

1. A material breach of these terms will give Oztype the right to terminate this EULA immediately.
2. Upon termination, you must destroy all copies of the Licensed IP, including backups.
3. If you continue to use the Licensed IP after termination, you will be liable for the appropriate license fees in full, payable in United States Dollars (\$ USD).

B-12 MINOR BREACH OF LICENSE

1. If the tiers and limitations of the license are breached, the Licensee must purchase an upgraded license from Oztype.
2. This can be done by contacting Oztype directly.
3. If it is found that the Licensee has breached the usage quotas, the Licensee agrees to purchase the correct license within 7 (seven) days of written communication.

B-13 WARRANTY

1. Oztype warrants that the Licensed IP will perform substantially as described for 30 (thirty) days after purchase.
2. This warranty does not apply if the defect is a result of unauthorized modification by the Licensee or a breach of this EULA.

B-14 PURCHASING CURRENCY

1. Oztype operates and processes all transactions in United States Dollars (\$ USD).

B-15 LIMITATION OF LIABILITY

1. Oztype shall not be liable for any loss of profits, loss of business opportunity, loss of goodwill, or loss or corruption of data.
2. The total liability of Oztype shall in no circumstances exceed the total fees paid by the Licensee under this EULA in the twelve (12) month period prior to the claim.
3. This does not exclude liability for death or personal injury caused by negligence, fraud, or any other liability which may not be excluded by law.

SECTION C: DESKTOP EULA TERMS

C-01 LICENSE EXTENT

1. This Desktop License is licensed based on the number of employees within the Licensee's organization.
2. Installation and usage of the Font Software is limited to the total company size disclosed at the time of purchase.
3. It is the Licensee's responsibility to ensure license limitations are complied with.

C-02 COMPANY/ENTITY

1. Each license is assigned to a singular company or legal entity.
2. If you are a design agency purchasing this license on behalf of a client, the ultimate end user (the client) must also purchase their own license appropriate for their company size.

C-03 USAGE

1. This license allows for the installation of the Font Software onto a desktop computer.
2. This allows the Font Software to be used in desktop software for the production of:
 - Printed materials, marketing collateral, business cards, and signage.
 - Rasterized static images for websites.
 - Embedding within commercial eBook files (e.g., EPUB, MOBI, PDF).

C-04 UNPERMITTED USAGE

The embedding or use of the Font Software in any of the following ways is NOT permitted under this Desktop License and requires the purchase of a separate license agreement:

- Use on a website via the @font-face CSS rule requires a Web License.
- Embedding in an application or video game requires an App License.
- Use in a logo or wordmark requires a Logo License.
- Use in content for social media platforms requires a Social Media License.
- Use in broadcast media requires a Broadcast License.

C-05 PASSING FILES TO THIRD-PARTY SUPPLIERS

1. The Licensee may provide the Font Software to one ① third-party service supplier (such as a printer) for production purposes only.
2. The supplier may install the font to output the work but must not edit or modify the artwork.
3. If modification is required, the supplier must purchase their own appropriate license.

C-06 BACKUP COPIES

1. The Licensee is permitted to create one ① backup copy of the Font Software for archival purposes.

C-07 FILE FORMATS

1. The supplied Font Software files (e.g., .OTF) may not be converted or modified into other formats, such as web font formats (.WOFF, .WOFF2).

C-08 UPGRADING

1. When your company size exceeds the number of employees specified in your purchased license tier, you must upgrade by paying the difference between the previously acquired license and the new required tier.
2. Please contact Oztype directly to upgrade.

SECTION D: DEFINITIONS

D-01 EMBEDDING

1. The inclusion of the Font Software file within another piece of software or a digital document file.

D-02 FONT SOFTWARE

1. Software which, when used on an appropriate device, generates a typeface design.
2. Font Software includes all upgrades, updates, and related documentation.

D-03 @FONT-FACE

1. A CSS rule that allows Font Software to be downloaded from a server to render text on a webpage.

D-04 PERPETUAL

1. Lasting for an indefinite period of time.

D-05 RASTERIZED

1. The process of converting vector font data into a pixel-based image format (a bitmap),

such as a JPG or PNG.

SECTION E: CONTACT

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