EULA — Grilli Type End User License Agreement

1 — Contractual relationship

This is an agreement between you, the purchaser and/or licensee, and Grilli Type AG (hereafter Grilli Type). By purchasing, or downloading, or installing, or using, or otherwise handling the digital typeface software (hereafter Font or Fonts), you accept the terms of this agreement. In accepting the terms of this agreement, you acknowledge understanding and complying with its terms.

If you do not wish to enter into this Agreement, do not purchase, access, download and/or install or otherwise use the Fonts.

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.

1.1 — Replacement of all previous agreements

This agreement replaces and supersedes any previously made oral or written proposal or agreement between you and Grilli Type.

1.2 — License and copyright

You are purchasing the rights, meaning a non-exclusive, non-transferable, perpetual, and worldwide license, to use the Fonts as specified in this agreement. You are not purchasing the copyright to the design or any other part of the Fonts. The copyright lies with its original designer and will remain so, even if Grilli Type customized the Fonts.

1.3 — Buying on behalf of a third party

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. By purchasing licensing for a third party you are not allowed to use the respective software yourself.

2	Definitions	Wherever used in this EULA and/or any Licensing add-ons, the meaning shall be the following:

2.1	Applications	"Applications" shall mean applications able to run and function on one of the following operating system platform, on versions that are less than five (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.
2.2	Embed	"Embed" shall 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.
2.3	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.

| 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. "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. You may use the Fonts for the creation of static or moving files like images and videos. This includes the use of Fonts for the creation of logos and broadcasts.

3.2 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 any archival copies.

3.3 File handling

A copy of the Fonts may be sent as part of a file release to a printer or prepress bureau if necessary.

3.4 Embedding

The Fonts may be embedded into the following file types:
– Portable Document Format (PDF)
– PostScript (PS)
– Encapsulated PostScript (EPS)

The Fonts must not be embedded into any other format under this license.

3.5 Modification

You must not modify the Fonts (digital typeface software) under any circumstance. You may convert text into vector paths and edit those vector paths in applications that support the Font files.

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. You must not use the Fonts to create or save any documents, specifically also not raster or vector images.

4.2   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).

4.3   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.

4.4   Using your Fonts

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.

4.5   Exceeding the number of purchased monthly visitors

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.

4.6   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". You may not upload the Fonts to publicly listed file indexes, meaning file repository systems like Github.

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.

4.7 Modification and Subsetting

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.

4.8 Support for modified versions

Grilli Type does not offer any support for, and does not 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. You must not use the Fonts to create or save any documents, specifically also not raster or vector images.

5.2 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.

5.3 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.

5.4 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

If you are notified by us, or become aware in another way, of a breach of this Agreement, you have 14 calendar days to rectify the situation. Otherwise the Agreement will be terminated with immediate effect. Any such uncured violation of the terms and conditions of this Agreement will terminate your license to use the Fonts.

After termination of the Agreement, you must destroy all copies of the Fonts, including your archive copies, and certify this to Grilli Type.

The penalty for breach of the terms and conditions of this EULA is half of the total amount of the license in question, but is always at least US$ 4,000.00. If you have used the Fonts without having purchased a license, the full amount of the license costs in question will be added to the penalty payment.

All costs arising from a dispute about or a violation of this agreement are to be borne by the licensee; you will reimburse Grilli Type all costs arising from a dispute about violations of this EULA.

Any payments relating to a breach of contract, including but not limited to penalties, licensing costs, and legal costs, are due within 7 calendar days from our sending of such invoices to you by email or otherwise.

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. If you do not wish to grant Grilli Type this right, you can indicate so by sending an email to mail@grillitype.com up to 7 calendar days before or after your purchase date.

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. The United Nation Convention on Contracts for the International Sale of Goods does not apply.

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