

## End User Licence Agreement ( EULA )

### General

The terms of this agreement are accepted once the provided font files have been received, purchased, downloaded, installed, used, or otherwise handled. The EULA replaces any kind of proposals or agreements on the licencing of the provided font files with Nguyen Gobber OG in the past. If the terms are not accepted, downloading, installing, using, or otherwise handling our fonts are not allowed. Any breach of the terms of this agreement shall be cause for termination. If one is found to be using the provided fonts illegally, legal action will be undertaken.

The right to update our licence agreement at any time without prior consent or notice is reserved.

### Ownership

The intellectual property of the type design is owned by Nguyen Gobber OG. The purchase of a licence makes the buyer a licenced user of the fonts and not an owner. This EULA only grants the rights to use the provided fonts. All other rights are owned and retained by Nguyen Gobber OG.

### Allowances and Restrictions

The attained licence grants the buyer non-exclusive rights to use the fonts within specified boundaries. It is not an agreement for sale, sub-licencing, lending, or leasing of the fonts, their design, or any portion of it to any third party.

The usage of the fonts is restricted in respect to a defined area (desktop, web, app, etc.). For each area of usage, a corresponding licencing option is provided which defines the allowances and restrictions further. Details on the licencing options can be found below.

The fonts may only be used on a certain number of PCs (Desktop Licence), for a certain number of page views on a specified web-domain (Web Licence), or a certain number of downloads of a specified program (App Licence). Multiple attained licences for the same licence holder are cumulative and do not supersede each other, meaning that the respective numbers of these licences do add up. The agreed-upon area of usage (desktop, web, app, etc.) as well as the agreed-upon number of PCs, page views, downloads, etc., that the provided fonts may be used on/for and any other details that may be relevant (such as the web-domain or the title of the application), will be specified in the corresponding invoice provided when the licence is purchased. If a specified number of PCs, page views, downloads, etc. happens to be missing on the invoice, the smallest numbers according to the tables on the next page are in effect.

The provided fonts are allowed to be passed onto a pre-press service or printer for output only. Contractors are not allowed to actively create new documents with fonts that have been passed on for output only. After having created the intended output, the contractor has to delete the fonts so that any illegal usage is made impossible. Any kind of changes of the fonts such as converting, altering, or renaming the font files is not allowed. Opening the provided font files in any other software than desktop publishing programs is prohibited. If there is an interest in customizing the provided fonts, one is invited to contact Nguyen Gobber OG to discuss said interest as a commission of a bespoke typeface.

One is allowed to purchase licences from us for their client under the following conditions: The client must be specified as the licence holder when purchasing. One has to ensure that their client has read, understood and accepted this EULA. One is not allowed to invoice the licence to their client at a price different from the one specified in the original invoice. A copy of said original invoice has to be provided to the client.

The use of our fonts for any kind of organised political campaign, event, or interest group requires a written agreement by Nguyen Gobber OG. Nguyen Gobber OG has the right to not issue such an agreement which in consequence prohibits any further use of the fonts, even if an otherwise valid licence is already in place.

### Limited Warranty and Liability

Although every effort has been taken to check our fonts for viruses or any other kind of malfunction, we do not take responsibility for damage caused to a user's hardware, software, or loss of income that may have occurred as a result of receiving, downloading, installing, using, or otherwise handling the provided fonts.

### Indemnification

The licensee has to indemnify Nguyen Gobber OG from and against damages and costs arising out of third-party claims or the licensee's breach of its obligations under this agreement.

## Licencing Options

### Desktop Licence

The Desktop Licence allows font files to be installed on personal computers belonging to the licensee to create documents, static images, logotypes, and such. The basic licence permits the usage of the provided font files on no more than one such personal computer. The Desktop Licences can be adjusted so that the licensee is allowed to install the font files onto a higher number of personal computers (PCs). In these cases, the adjusted number is defined in the corresponding invoice. The defined base price for a Desktop Licence scales up according to the following table:

PCs	1	5	10	50	100	500
Price	x1	x3	x5	x15	x25	x75

### Web Licence

The Web Licence allows font files to be embedded via self-hosting into a single website and only needs to be upgraded once traffic increases. The basic licence may be used for no more than one specified web-domain with up to 10k monthly page views. Web Licences can be adjusted so that the licensee is allowed to host the font on more than one specified web-domain and/or for more than 10k monthly page views. The granted amount of page views as well as the web-domain, for which the licensee is allowed to use the font, will be specified in the invoice. The defined base price for a Web Licence scales up according to the following table:

Page views	10k	50k	100k	500k	1M	5M
Price	x1	x3	x5	x15	x25	x75

### App Licence

The App Licence allows font files to be embedded into one app title. The specific number of app downloads for all platforms determines the pricing of the font. App Licences can be adjusted so that the licensee is allowed to use the font in more than one specified app title and/or for more than 10k monthly downloads. The amount of downloads as well as the title of the app, the licensee is allowed to use the font for, will be specified in the invoice. The defined base price for an App Licence scales up according to the following table:

Downloads	10k	50k	100k	500k	1M	5M
Price	x1	x3	x5	x15	x25	x75

### Trial Licence

The Trial Licence allows the usage of the provided trial versions of the fonts for testing purposes only. They may be exclusively used for test prints, the creation of test files, test websites, test programs, test videos, or for other testing purposes. In all cases of testing the font for a possible future usage in an online environment, the licensee is obliged to test the fonts only in a protected local and therefore offline computer environment. The exclusive allowance for testing purposes granted with the Trial Licence implies consequently that the provided fonts are strictly forbidden to be used in any kind of final and/or published project, may it be personal or commercial. The only exception are students who are allowed to use the fonts for student projects and may publish those as long as these student projects remain non-commercial. If possible, the name of the font used as well as its designer Nguyen Gobber OG has to be credited appropriately.

### Other Kinds of Licencing

For any kind of intended usage of the font files that is not covered by the licences mentioned in this document, you're invited to contact Nguyen Gobber OG. Such may include an exclusive allowance to use the provided font software in one or all areas, the usage of a font for broadcasting purposes, etc. An appropriate licence will be specified on a case-by-case basis.