

Open url to download, print and read the EULA
<http://eula.ecofont.com/sb/>

Ecofont software license agreement

This is a limited and non-exclusive license between Licensor and Licensee regarding the Licensed Software, Licensed Fonts, Documentation and any Updates. Licensor and its suppliers retain all right, title and interest, including all copyright and intellectual property rights, in and to these materials.

Article 1. Software license

- 1.1 Subject to Licensee's full and unconditional compliance with its obligations under the Agreement, Licensor hereby grants Licensee during the Term a non-exclusive, non-transferable (except as provided in article 11), non-sublicenseable license to install, copy and use the Licensed Software, any Updates and the Documentation within its office use on a number of computer systems less than or equal to the number of valid License Keys acquired by Licensee.
- 1.2 This license does not include any right to modify or adapt the Licensed Software, to distribute or make available the Licensed Software to third parties, to provide access to the Licensed Software by means of an Internet service ("Software-as-a-Service") or to sublicense, sell, rent or lease any portion of the Licensed Software.
- 1.3 Except and to the extent allowed by mandatory law, Licensee shall not reverse engineer, disassemble, decompile or make any attempt to discover the source code of the Licensed Software.
- 1.4 No license is granted, explicitly or implicitly (by estoppel or any other legal doctrine) than as explicitly stated in this article. Any unlicensed copying, modification or distribution of the Licensed Software by Licensee immediately terminates the Agreement.

Article 2. Font license

- 2.1 For as long as Licensee is licensed under article 1 regarding the Licensed Software, Licensor hereby grants Licensee during the Term a non-exclusive, non-transferable (except as provided in article 11), non-sublicenseable license to install, copy and use any Licensed Fonts as provided with the Licensed Software or separately acquired under article 3.6 but only in conjunction with the Licensed Software and on a computer system with a valid License Key.
- 2.2 Licensee shall not alter, merge, modify, adapt, translate or decompile, reverse engineer, disassemble, or otherwise reduce the Licensed Fonts to a human-perceivable form.
- 2.3 Licensee shall not rent, lease, distribute, or sublicense the Licensed Fonts, or create derivative works based upon the Licensed Fonts.
- 2.4 Licensee shall not (attempt to) extract or recover Licensed Fonts from the Licensed Software or copy any Licensed Fonts, or encourage others to do so.
- 2.5 Licensee represents and warrants that Licensee is licensed to use the original versions of any Licensed Fonts.

Article 3. Acquisition of License Keys and Fonts

- 3.1 Licensee must acquire and use a valid License Key for each computer system on which Licensee desires to use the Licensed Software. The Licensed Software is provided with ten trial License Keys which each are valid for a period of two weeks after activation of the Licensed Software using such trial License Keys.
- 3.2 License Keys are available through the webshop operated by Licensor and other outlets as designated from time to time by Licensor. License Keys are available for single computer systems, for certain given numbers of computer systems or for an unlimited number of computer systems within Licensee's organization. The number of computer systems for which a License Key is valid can be extended at any time during the validity period of the License Key; however this does not extend the validity period itself.
- 3.3 A License Key only becomes valid after it has been validated by Licensor's license server upon entry of the License Key into the Licensed Software. Licensor shall use its best efforts to ensure the continuous availability of the license server but cannot guarantee such availability.
- 3.4 A License Key may not be shared with third parties or be used for a larger number of computer systems than as indicated by Licensor. If Licensor has reasonable suspicion that a License Key is used improperly, Licensee has the right to invalidate the License Key. Licensor will provide notice to this effect to Licensee. In case such invalidation turns out to have been without valid reason, Licensor's sole obligation is to issue, free of charge, a new License Key to replace the invalidated License Key.
- 3.5 A License Key is valid for three (3) years after its purchase, or until the Agreement is terminated, whichever occurs earlier. Fees for License Keys cannot be refunded, nor can License Keys be exchanged for other License Keys (for example, trading a 50-computer License Key in for a 25-computer License Key). Trial License Keys are valid for only two weeks after initial installation of the Licensed Software.
- 3.6 Licensee can acquire Licensed Fonts through the webshop and other outlets. Such Licensed Fonts can be installed and used on any computer for which Licensee has a valid License Key.

Article 4. Support

- 4.1 Licensee is solely responsible for acquiring, installing and configuring the Licensed Software, Licensed Fonts and any Updates. Licensor will indicate in the Documentation the minimal system requirements.
- 4.2 Licensor shall provide Licensee with generally available online Documentation through its Website as well as with a reasonable level of support by means of e-mail or similar mechanism in the form of consultations, assistance and advice concerning installation, configuration and use of the Licensed Software ("First-level support").
- 4.3 First-level support will be available during normal business hours in the Netherlands between Monday and Friday, excluding holidays. Any other form of support can only be provided as Additional Service.
- 4.4 If Licensee discovers a Defect in the Licensed Software or any Updates, Licensee shall promptly report such Defect to Licensor. Within eight business days after Licensee has reported a Defect, Licensor shall provide First-level Support concerning correction of the Defect. Licensor shall strive to address the Defect in an Update and release this Update within a reasonable timeframe, but cannot make any guarantees to this effect. Any other support for a Defect is only available as an Additional Service.

- 4.5 Licensee undertakes to do everything in its power that is reasonably necessary for Licensor to reproduce, isolate and correct the Defect. In particular, Licensee shall provide Licensor with all relevant data and information reasonably requested by Licensor for the First-Level Support.

Article 5. Updates

- 5.1 From time to time, Licensor may make available Updates to the Licensed Software. Licensor is under no obligation to prepare or make available any Updates.
- 5.2 The Licensed Software is provided with a feature that periodically checks for and installs Updates via the Internet. Supplier will use its best efforts to keep its systems available and connected to the Internet but cannot make any guarantees in this regard. Getting access to the Internet is Licensee's responsibility. Licensor disclaims any liability for any unavailability of its server or Licensee's inability to connect to it. Furthermore, this feature is disabled while Licensee is using the Licensed Software on the basis of a trial License Key.
- 5.3 The terms and conditions of this Agreement apply to any Updates, except as indicated otherwise when the Updates is made available. If Licensee refuses any such additional terms and conditions, Licensee may install and use the Updates in question and the License Software may become inoperative or function only in a limited fashion. Installation and use of Updates indicates acceptance of any terms and conditions associated therewith.
- 5.4 In case Licensee refuses to install a particular Update, Licensor is under no obligation to offer First-level support or warranties regarding any Defects that are addressed in such refused Updates.

Article 6. Warranties

- 7.1 Licensor warrants that the Licensed Software, the Licensed Fonts and any Updates shall substantially conform to the performance capabilities, functions and other standards applicable thereto as set forth in the Documentation and does not contain any material Defects. This warranty is valid only for 90 days after Licensee has acquired the Licensed Software, the Licensed Fonts and Updates in question.
- 7.2 Licensor warrants that all Updates provided by Licensor shall be fully compatible with the Licensed Software and with each other.
- 7.3 Licensor warrants that the Licensed Software does not include any viruses, Trojan horses, logic bombs or other malicious code.
- 7.4 THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES OF MERCHANTABILITY. EXCEPTING THE WARRANTY EXPRESSLY ACKNOWLEDGED HEREUNDER AND TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSOR HEREBY DISCLAIMS AND LICENSEE HEREBY WAIVES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ALL IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND ANY WARRANTIES REGARDING INK SAVING OR MONETARY SAVINGS IN CONNECTION THEREWITH.
- 7.5 Licensor's sole obligation with respect to a breach of any of the warranties above shall be to investigate and attempt to repair or replace the offending portions of the Licensed Software or Licensed Fonts. Licensor cannot guarantee that such repair or replacement is possible.

7.6 The provisions of this article do not apply while Licensee is using trial License Keys. As the Licensed Software and the Licensed Fonts are provided for the sole purpose of testing and evaluating the Licensed Software, Licensor makes no warranty whatsoever regarding the Licensed Software or the Licensed Fonts.

Article 8. Limitation of liability

- 8.1 Licensor shall be liable to licensee only for direct damages arising out of its intentional misconduct towards licensee or materially negligent performance of any of its obligations under the agreement.
- 8.2 Licensor shall not be liable for any consequential, special, punitive and/or incidental damages, including loss of profits or fines imposed by regulatory bodies, arising out of or in connection with the agreement, even if advised of the possibility of such damages, except with respect to damages incurred as a result of the gross negligence or willful misconduct of Licensor.
- 8.3 Any liability of Licensor, regardless of cause, shall be limited to the amount actually paid by Licensee to Licensor in the twelve months preceding the date the cause of damage occurred, but in any event no more than EUR 10.000.
- 8.4 No liability shall exist for damages that have not been reported to Licensor in writing within thirty days of their occurrence, or for damages where Licensee failed to take appropriate measures to limit such damages.
- 8.5 Licensee shall release, defend, indemnify and hold harmless Licensor from and against any claims, damages and liability arising from its use of the Licensed Software, the Licensed Fonts, any Updates or the Documentation by Licensee.
- 8.6 Neither party will be bound to comply with any obligation if the party is prevented from doing so through force majeure, and no liability for any damages shall exist in such an event. Force majeure will be deemed to include among other things, communications or power failure, riot, insurrection, labor disputes, accident, action of government, restrictions on import and/or export or any inability to perform which is caused by the party's suppliers.
- 8.7 If the force majeure has lasted for more than sixty days, either party will be entitled to terminate the Agreement by written notification with immediate effect, without any obligation to compensate the other party for any damages the non-terminating party may suffer as a result.

Article 9. Publicity concerning the Licensed Software

- 9.1 Licensee is encouraged to publicly report its use of the Licensed Software, e.g. in press releases, annual reports or environmental reports concerning its organization.
- 9.2 To this end, Licensor hereby grants Licensee a license under its trademark(s) and copyrights concerning the name "Ecofont" and the associated logos as made available on Licensor's Website (www.ecofont.com.) or specifically provided by Licensor. However, Licensee must use name and logos in unmodified form and Licensee must adhere to any specific rules given on the Website.
- 9.3 When using the name and/or any logos, Licensee may not create any false or misleading impressions regarding its affiliation with Licensor. Furthermore, Licensee may not use any names or signs, or register or apply for any trademarks or Internet domain names that contain the name "EcoFont" or any confusingly similar designation. Licensor is entitled to demand transfer of any such trademarks or domain names by Licensee to Licensor.

9.4 The license of this article terminates automatically upon termination or expiry of this Agreement, regardless of reason.

Article 10. Term of the Agreement

- 10.1 The Agreement shall enter into force on the Effective Date and remain in force until terminated in accordance with the provisions below (“the Term”).
- 10.2 Licensee may terminate the Agreement at any time by providing written notice of termination to Licensor.
- 10.3 The Agreement terminates automatically when Licensee is no longer in possession of any valid License Keys, and furthermore three (3) months after Licensor has provided notice to Licensee that the Licensed Software will gain “end of life” status.
- 10.4 In case a party blamefully fails to comply with the material obligations under the Agreement, the other party may terminate the Agreement at any time, but only after the party that failed to comply has not remedied the failure within a reasonable time period after having received a written notice of default that is adequate and as detailed as possible.
- 10.5 Either party may immediately terminate the Agreement by written notice to the other party, without the requirement for notice of default or intervention of the Court, in the event of the following:
- a) if the other party has been granted suspension of payments, whether provisionally or not;
 - b) if a petition for bankruptcy has been filed with respect to the other party and the petition has not been revoked within seven days;
 - c) if the other party files for bankruptcy itself; or
 - d) if the other party’s enterprise is dissolved or terminated, except for the Authorized Purpose of a merger with or absorption by another Licensee.
- 10.6 In case of termination of the Agreement, regardless of cause and regardless of who initiated the termination, Licensee shall delete or return to Licensor all copies of the Licensed Software, Licensed Fonts, Updates and Documentation in its possession as soon as is practicable.
- 10.7 Any invoices sent before the date of termination will remain due and in full effect and will become immediately payable on termination. Upon termination Licensor shall send a final invoice for any amounts due but not yet invoiced.
- 10.8 If Licensee is a consumer, Licensee may terminate the Agreement as per article 7:46d of the Dutch Civil Code within seven working days after the Effective Date, however only if the Licensed Software has not been installed during this period. All fees paid by Licensee will be refunded within 30 days after the date of termination under this clause 10.8.
- 10.9 The following clauses shall survive the termination of this Agreement: articles 7, 8 and 13.

Article 11. Assignment of agreement

- 11.1 The Agreement shall not be assigned or otherwise transferred by Licensee without the prior written consent of Licensor, which shall not be unreasonably withheld. Any such assignment without such consent will be null and void.
- 11.2 No consent of Licensor is necessary for an assignment or transfer of the Agreement to any Affiliate of Licensee or any third party that succeeds to substantially all of Licensee’s business.

- 11.3 Licensor is entitled to assign or transfer all or part of the Agreement to any of its Affiliates or to any third party without consent of Licensee.
- 11.4 This Agreement shall bind and inure to the benefit of the successors and permitted assigns of the parties.

Article 12. Revision of the agreement

- 12.1 The Agreement may only be modified by a written document executed by the parties.
- 12.2 Licensor has the right to adapt or add to the Agreement at any time after the first twelve months that the Agreement is in force. Such adapted or additional terms shall enter into force two months after communication thereof to Licensee.
- 12.3 If Licensee does not wish to accept an adapted or additional term, Licensee must terminate the Agreement within these two months. Failure to do so constitutes acceptance of such terms.

Article 13. Miscellaneous terms

- 13.1 This Agreement shall be governed by and construed in accordance with the laws of the Netherlands without consideration of its conflict of law provisions. The applicability of the United Nations Convention on Contracts for the International Sale of Goods is explicitly rejected.
- 13.2 Licensee hereby consents and submits to the jurisdiction and forum of the competent courts for the principal place of business of Licensor.
- 13.3 Licensee may not export the Licensed Software, any Updates or the Licensed Fonts into any country to which such export is prohibited by the United States Export Administration Act.
- 13.4 This Agreement constitutes the entire agreement between the parties and supersedes any and all previous representations, understandings, discussions, or agreements between Licensee and Licensor as to the subject matter hereof.
- 13.5 The parties enter into the Agreement as independent contractors. No employment relationship is created by the Agreement between Licensor and Licensee or any of their respective employees or agents. Neither party has the power to bind the other party or incur obligations on the other party's behalf without the other party's prior written consent.
- 13.6 In the event that any one or more of the provisions of this Agreement is determined by a court of competent jurisdiction to be invalid, unenforceable, or illegal, such invalidity, unenforceability, or illegality shall not affect any other provisions of this Agreement, and the Agreement shall be construed as if the challenged provision had never been contained herein. The parties further agree that in the event such provision is an essential part of this Agreement, they will immediately begin negotiations for a suitable replacement provision.
- 13.7 The failure of either party at any time to require performance by the other party of any provision of this Agreement shall in no way affect that party's right to enforce such provisions, nor shall the waiver by either party of any breach of any provision of this Agreement be taken or held to be a waiver of any further breach of the same provision.
- 13.8 Neither party may bring an action, regardless of cause or form, arising out of or related to this Agreement more than one year after the date of discovery of the cause of action or the date of termination of this Agreement, whichever is earlier.

- 13.9 Any requirement for a “written” statement can be fulfilled by using a digitized version communicated by electronic means such as facsimile or e-mail, provided the identity of the sender and integrity of such electronic means can be determined with sufficient certainty.
- 13.10 The section headings in this Agreement are for convenience only and shall not be used in construing or interpreting any of its terms.

Article 14. Definitions

Agreement: the terms and conditions of the present document, as offered by Licensor and accepted by Licensee.

Defect: any discrepancies between the actual performance of the Licensed Software and the performance represented in the Documentation.

Documentation: any manuals, instructions, readme files and other information concerning the Licensed Software, whether in electronic or hardcopy form, made available by Licensor to Licensee.

Effective Date: the date on which the Agreement enters into force.

Licensee: any natural person or legal entity that has accepted the terms of the Agreement.

License Key: a digital code provided by Licensor which is necessary for the continued operation of the Licensed Software.

Licensed Font: any typefaces in TrueType or similar formats provided by Licensor to Licensee for use in the Licensed Software.

Licensed Software: the Ecofont software as downloaded or otherwise acquired by Licensee.

Licensor: Ecofont BV, a company Dutch company with offices located at Dr. J.M. den Uytsingel 20, 2404 CJ, Alphen aan den Rijn, and registered at the Dutch Chamber of Commerce under number 27318655.

Update: any changes, improvements, enhancements, extensions, additions, adaptations, translations or modifications or of the Licensed Software provided to Licensee by Licensor. New versions of the Licensed Software do not qualify as an Update.