

Lacre Type Foundry

End User License Agreement

www.lacretype.com

Please read this document carefully and keep a copy for further reference.

This is an End User License Agreement (hereafter “Agreement”) between you, the licensee (hereafter “You”), and OnRepeat Studio Ltd, the licensor (hereafter “Lacre Type”, “We” or “Us”). By purchasing, downloading or otherwise accessing the digital typeface software and designs embodied herein (hereafter “Font” or “Fonts”), You accept and agree to be bound by the terms of this Agreement.

By purchasing a license to the Fonts, Lacre Type grants You a non-exclusive, non-transferable license to access and use the Fonts as set out in the terms of this Agreement. No ownership rights are granted as a part of this Agreement herein.

You may not modify, adapt, translate, reverse engineer, decompile, disassemble, alter or otherwise copy the Fonts, except as expressly provided herein.

You may acquire the license to the Fonts on behalf of Your end user client. However, You must ensure that the end user client accepts and is bound by the terms of this Agreement without any alterations to its terms. You may not charge Your end user client any additional payment for the use of the Fonts and You may not use the same Fonts Yourself without an additional license.

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Definitions

“Application” means a stand-alone application for one of the following operating system platforms, on versions that are less than 5 years old: Apple MacOS, Apple iOS, Android, Microsoft Windows. Other operating system platforms may also be covered under this Agreement if they support the font files as they are supplied by Lacre Type. However, Lacre Type cannot provide any technical support for such other operating system platforms.

“Embed/Embedding” means the use of the Fonts in Applications, to style dynamic or static text. Embedding of the Fonts may be allowed depending on the license. However, You may never Embed the Fonts directly into any physical devices or save the Fonts to a device and assign that device to any third party.

“Your Organization” means the company You are the owner or employee of or the organization the company is part of, including all places of business. Your Organization shall not include clients or other third parties, including self-employed parties who are working for you but not at one of your places of business.

Desktop License

License Granting and Pricing

You purchase a perpetual, worldwide, one-off license to use the Fonts on a certain number of devices within Your Organization. You may install the Fonts up to number of devices You have purchased the license to. You may not install the Fonts on any additional devices or transfer the Font files between the devices. You are allowed to make one archival copy for which You shall retain exclusive custody and control over. Providing the Fonts to any third parties is prohibited. Notwithstanding the aforesaid You may provide a copy of the Fonts to a repress bureau or printer as part of a file release if necessary.

You may Embed the Fonts into PDF, PS and EPS files in a secured read/print- only mode provided that the document itself is not a commercial product. Embedding the Fonts into any other format is prohibited under this license.

Embedding the Fonts in non-secured modifiable environment and/or as the document itself is a commercial product, requires an upgrade to the license. The price of the license is determined by the number of devices/licenses.

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You will need an extended and customized Desktop License if You are using the Fonts in a logo and the yearly net profit of Your Organization exceeds EUR 5 million or if You are using the Fonts on Your Organization's social media channels (i.e. Instagram, Snapchat, Facebook) and the channels in which the Font is being used have more than 100 000 followers combined. For acquiring an extended and customized license please contact Lacre Type for more information (support@lacretype.com).

Modifying the Fonts

You may create outline artworks based on the Fonts but under no circumstances may You convert the Fonts to other formats from those provided by Lacre Type. You may not use any font creation or font manipulation program or attempt to modify the Fonts for the purposes of creating a usable, derivative or substitute version of the Fonts. Under no circumstances are You allowed to modify, adapt, translate, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Fonts or the designs embodied therein.

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You purchase a perpetual, worldwide, one-off license to use the Fonts for web development on websites under Your and/or Your Organization's control. All Fonts have to be stored using an on-line storage to serve websites for which You or Your Organization have sole administrative access to (aside from the owner of the server). For each purchased license You are allowed to use the Fonts on one domain which You have identified and registered during Your purchase. The overall number of monthly visitors of all websites served from the server and domain shall not exceed the number of visitors You have purchased a license for.

You may Embed the Fonts into websites using the CSS @font-face method but You may not Embed the Fonts into any other format or in any other way. Neither may You use the Fonts to create or save raster or vector images.

The price of the license is determined by the amount of identifiable website visitors per month which shall not be exceeded.

Visitor Control

You will undertake to record and control the number of monthly visitors by using a generally recognized analytics tool to be able to document the number of visitors on the website. In case the number of monthly visitors exceeds the limit set by the license, You must upgrade the license to cover the exceeding part. As per a written request by Lacre Type, You will have to provide, without undue delay, screenshots of Your analytics tool to prove that the number of visitors per month is below the maximum limit covered by the license.

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App License

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You purchase a license to use the Fonts to style live text in Applications created by Your Organization. You must inform Lacre Type of the Applications upon purchasing the license. The license granted herein is specific to You and the Applications registered in Your purchase. You may not, without the express written consent of Lacre Type, transfer, loan, sell or assign the rights granted herein.

You may Embed the Fonts into websites using the CSS @font-face method but You may not Embed the Fonts into any other format or in any other way. Neither may You use the Fonts to create or save raster or vector images.

The App License is priced per app title and relative to the duration of the license. If you distribute an App on multiple software platforms (iOS, Android, etc), each version is regarded as a separate App under this License.

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The Broadcasting License is only available upon request. For more information, please contact support@lacretype.com.

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License Grand and Pricing

You purchase a license which combines the Desktop, Web, App & Video Broadcasting Licenses without limitations on number of users, number of domain names, number of Applications, and with no time limitations to Your Organization.

The price of the Corporate License is determined on a case by case basis. For more information about the pricing, please contact support@lacretype.com.

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You may create outline artworks based on the Fonts but under no circumstances may You convert the Fonts to other formats from those provided by Lacre Type. You may not use any font creation or font manipulation program or attempt to modify the Fonts for the purposes of creating a usable, derivative or substitute version of the Fonts. Under no circumstances are You allowed to modify, adapt, translate, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Fonts or the designs embodied therein.

The Corporate License are only available upon request. For more information, please contact support@lacretype.com.

Trial License

License Grand and Pricing

You purchase a license to use limited character set of the Fonts (hereafter "Test Fonts") internally within Your Organization to create test visualizations for evaluation purposes and not for use in production, distribution or resale. You may present the Test Fonts through print, web or mobile Applications to Your client and You may use the Test Fonts in presentations to Your clients to demonstrate the Fonts. There are no limitations on the number of devices You may install the Test Fonts within Your Organization for evaluation of the Fonts. You are not allowed to use the Test Fonts for any commercial purposes or for works which will be published.

The Trial License for the evaluation of the Fonts is free of charge.

Modifying the Fonts

You may create outline artworks based on the Fonts but under no circumstances may You convert the Fonts to other formats from those provided by Lacre Type. You may not use any font creation or font manipulation program or attempt to modify the Fonts for the purposes of creating a usable,

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General

These general terms shall apply to Your contractual relationship with Lacre Type for all licenses. Each license will additionally include specific terms.

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This Agreement shall be effective upon download, installation or use of the Fonts. Lacre Type may terminate this Agreement for any breach of the Agreement. In the event of termination You must immediately cease the use of the Fonts and destroy all copies of the Fonts. The termination of this Agreement shall not prevent Lacre Type from suing You for damages of any breach of the Agreement.

Copyright

The Fonts and the accompanying materials are protected by copyright and contain proprietary information and trade secrets of Lacre Type. Unauthorized copying of the Fonts even if modified, merged, or included with other software, or of the written materials, is strictly forbidden.

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Lacre Type owns all rights in and to the Fonts and Your use of the Fonts in accordance with this Agreement will not infringe any third-party intellectual property rights. Lacre Type shall not be liable for any direct, indirect, consequential, or incidental damages (including damages from loss of business profits, business interruption, loss of business information, and the like) arising out of the use of or inability to use the Fonts. Lacre Type's liability to pay any kind of damages, is under all circumstances limited to the price paid for the Fonts or replacement of the Fonts; either of which shall be at Lacre Type's sole discretion. Except as expressly provided herein, Lacre Type disclaims all representations and warranties with respect to the Fonts.

Refunds

All sales of license in respect of the Fonts are final. Lacre Type will neither refund money nor replace incorrect Font license purchases.

Reference Use

Unless otherwise expressly requested in writing by You, Lacre Type may use Your company's or Your Organization's name and trademarks to identify You as a customer of Lacre Type and publish images and videos of the use of the Fonts in Lacre Type's promotional and marketing materials.

Applicable Law and Court of Jurisdiction

This Agreement shall be governed by and construed exclusively in accordance with United Kingdom law. Place of performance and exclusive place of jurisdiction is the location of the headquarters of Lacre Type, currently London, UK.