

PREAMBLE.

A typeface is software. Though the digital files of a typeface may only represent a few hundred bytes, they nonetheless concentrate a real know-how and represent a significant number of working hours. Selling these small files - quite simply - allows us to support this art form and contribute to its continuing development...

Also, be inflexible! Do not lend or share a typeface (even a trial one), even to your best friend. He or she will also then lend it to three friends who will then pass it to their uncle, their neighbour, their cousin...

Unlike a large amount of software, the files of a typeface are not protected. Only you can ensure that they are protected for ethical reasons, in order to continue supporting typeface designers and their art; through respect for the law as the unauthorised sharing of typefaces, like the unauthorised sharing of software, is illegal.

Keep in mind that fair payment of the work done by the designers depends on the veracity of the information provided when purchasing a typeface. Typeface designers rely on you and trust you.

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NATURE OF THE CONTRACT.

This license agreement is a legal agreement between 205TF and the acquirer/licensee of a typeface purchased from the website www.205.tf

This contract is:

- **Non-exclusive:** 205TF retains all of the rights pertaining to the downloaded typeface;
 - **Non transferrable:** this contract does not authorise the resale, the transfer - even for free, partial or full, or temporary - of the downloaded typeface. The license holder agrees to not distribute the downloaded typeface files in any way, shape or form;
 - **Non-terminable:** this contract can not be terminated. The purchaser can not request a refund based on the argument that they will no longer make use of the typeface.
- The license holder recognises that the typeface is a creation and is by this fact protected by intellectual property rights. The person agrees to not modify the typeface in any way shape or form. Licenses are strictly non transferrable.
 - The nature of the license is defined as a function of the planned and/or intended use of the typeface. The licensee certifies the validity of the information that is transmitted.
 - In the case of all and any evolution concerning this information the licensee agrees to update the licenses that they have acquired.
 - The typefaces distributed through the 205TF website can not be used for uses that have been disapproved by 205TF. In addition, certain uses may be subject to prior authorisation.
 - Any transfer, occasional or permanent, or sharing of a typeface is strictly prohibited. The license holder agrees to not distribute the files that have been transmitted to them in any way, shape or form.
 - The licensee agrees to protect files that have been transmitted from being copied. They agree to be responsible for informing all collaborators, and any person having access to the transmitted files, of the terms of the current license.
 - Only one back up copy is authorised
 - Details of the warranties are provided in the pertinent paragraph
 - The present contract is protected by active copyright laws and the French Intellectual Property Code that, and this, irrespective of the country of exploitation of the typeface in part or in full.
 - In the event of non-respect of the present contract it is immediately terminated.

Consequently, what is not explicitly stated is not authorised. In case of doubt please don't hesitate to contact us. We can advise you and study specific conditions of use as needed.

When you proceed to the installation of a 205TF typeface, you automatically agree to the terms of the license that describe and detail the rules and framework of use of such a typeface.

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- A. Protection.
- B. Ownership.
- C. Nature and extent of rights.
- D. Updates.
- E. Special use cases.
- F. Partners/Sharing.
- G. Security. Protecting Typeface Files.
- H. Backup/Archiving.
- I. Warranties.
- J. Territoriality.
- K. Cancellation.

A PROTECTION.

• **As with software**, a typeface can not be installed without the prior acquisition of an appropriate license for the planned use. If you are not in possession of such a license, you may not copy the files and you may not install the typeface. In the event of non-respect of the present contract it is immediately terminated. Any violation of this agreement or of these terms may lead to legal action. 205TF carries out regular monitoring.

• **As with music**, a typeface is protected by active copyright laws and the French Intellectual Property Code that, even after the acquisition of such a license, remains inalienable, irrespective of the country of exploitation.

The acquisition of a licence does not make the purchaser the owner of the typeface as such but rather grants them an authorisation to use the typeface as defined by the licence in question.

This is why, **the licence holder can in no way modify the files** acquired through the use of any software, in any way shape or form and for any reason whatever. These include but are not limited to:

- conversion of the files into any other format for use on other operating systems (for example, generating webfonts from OpenType files). Solely 205TF is authorised to produce the files in other formats;
- the creation of supplementary weight(s), italic(s), or alternative styles;
- the creation, modification or suppression of glyphs;
- the modification of spacing or kerning.

B OWNERSHIP.

A license is nominative and tied to a legal entity (legal person) or to the physical person who downloaded the test typeface.

A licence holder is the purchaser whose coordinates are provided at the moment purchase from 205.tf (Invoice) except in the case where the specific coordinates of another legal entity (or another physical person) have been mentioned (Licensee). The licence holder (moral or physical person) can not, under any circumstances transfer - even for free - to another person or another business.

The licence holder, or licensee must be the person/business who will install the files obtained for use in design work.

This is why, any person/society actively participating in a project that implies the installation of a 205TF typeface must purchase their own licence that is adapted to their needs.

In the case of a webfont (see § C. Nature and extend of rights) designers and developers must each acquire a separate licence if they are not part of the same legal structure.

Inversely, the final client only has an obligation to acquire a licence if they make direct use of the typeface via the installation of the files on their network.

C NATURE AND EXTENT OF RIGHTS.

The framework for use of a typeface is determined by the type of licence acquired: Desktop, Web, Application/Ebook, TV/Web videos, Logo use.

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Desktop: This licence is for printed use only. The acquisition of such a licence does not automatically authorise the creation of a logotype (see: Logotype use.)

A Desktop licence allows the installation of a typeface on a number of units (called CPU: Central Processing Unit) corresponding to the purchased licence. The installation must be done on the same site.

Example: the acquisition of a licence 1-5 CPUs allows the installation of a typeface on 5 central units on a local network. In the case where you need to install typeface(s) on a number of sites (for a corporate use for example), please contact us.

The standard licences are:

- **1-5 CPUs:** up to and including 5 units
- **6-10 CPUs:** up to and including 10 units
- **11-20 CPUs:** up to and including 20 units
- **21-35 CPUs:** up to and including 35 units
- **36-50 CPUs:** up to and including 50 units
- **51-100 CPUs:** up to and including 100 units
- **over 100** units

The files are delivered in a .otf format: files that are compatible with Macintosh and Windows platforms (see § I. Warranties)

A typeface can not be used without an appropriate, valid licence.

The use of a typeface is determined by the nature and the "level" of the licence acquired (please see:)

The files can not be modified.

However, adjustments (with CAM and CAD software) implicit in working with typefaces are permitted.



Licenses are non transferrable.

They belong to the person/business who purchased them or who was indicated as licensee at the moment of purchase. This information can not be modified at a later date.

The nature of the licence depends on the nature of the needs.

Each licence has rules and limits pertaining to its use.

Any breach will be prosecuted.

The extent of the installation of a typeface depends on the level of the licence acquired.

These files may not be used to generate web fonts.
A Desktop licence authorises the generation of PDFs. The licence holder thus agrees to do everything necessary to protect and prohibit the recovery of the typeface files used by way of the generated PDFs (protection of the generated pdf).

- **Web:** This licence is dedicated to web use. A licence is limited to one internet site (a URL). In the case of the use of a typeface on a number of websites (a number of URLs), please contact us. The Web licence depends on the number of pages viewed per month on a website on where the typeface is used (not to be confused with the number of unique visitors per month).
 - **Web 25K:** up to and including 25,000 page views per month
 - **Web 50K:** up to and including 50,000 page views per month
 - **Web 100K:** up to and including 100,000 page views per month
 - **For more than 100,000** page views per month, please contact us.

At the moment of purchasing a Web licence, the purchaser agrees to indicate the domain name for which the typeface is intended to be used if it is a known quantity. If the domain name is not known at the moment of purchase, the purchaser agrees to communicate this information as soon as is possible by connecting to their client account and completing the licence or by contacting 205TF by email.

The files delivered are in the following formats: .eot, .svg, .ttf, .woff, .woff2. These file formats can not be obtained from the .otf files that are provided with a Desktop licence.



- **Mobile application:** This licence is dedicated to the use of a typeface for an application. The cost of the licence is calculated as a function of the number of applications. It does not depend on the number of downloads of mobile application(s) that are developed.

This licence is not linked to the number of platforms or media for which the application is developed (smart-phones, tablets, etc.)

The updating of an application or an ebook does not require the acquisition of a new licence.

The files are provided in a .ttf format.

- **Epub:** This licence is dedicated to the use of a typeface for an ebook. The cost of the licence is calculated as a function of the number of ebooks. It does not depend on the number of downloads of ebook(s) that are developed.

This licence is not linked to the number of platforms or media for which the ebooks is developed.

The updating of an ebook does not require the acquisition of a new licence.

The files are provided in a .ttf format.

- **Audiovisual:** This specific licence is dedicated to the use of the typeface for onscreen purposes (film, advertising film, web campaign). It is valid for a project and/or product, for a sole campaign. It does not depend on the number of films made nor on the extent of the distribution of this or these films (cinema and television), nor on the number of views on Internet.

The files are provided in a .ttf format.

- **Logo use:** We consider that the use of a typeface for the creation of a logotype constitutes a particular case. This is why, if this corresponds to your situation, we would ask you to contact us immediately so that we can better understand the specific conditions of use, the extent of the project so that we can study a specific and realistic licence.

A licence can be updated retrospectively. To do this, the licensee must connect to their client account.

D UPDATES.

The licensee can, in hindsight, can increase the nature and/or level of the licence. For example, extending the installation of the typeface to a number of units greater than allowed for under the terms of the initial licence or using the typeface on the web when a Desktop licence was initially purchased.

To do this, the licensee must connect to their client account and update the licence in question.

E SPECIAL USE CASES.

205TF prohibits the use of the typefaces commercialised on the www.205.tf website in the dissemination of words and images of a racist or pornographic nature or harmful - in any way - to a person or a group of persons for any reason whatsoever. 205TF typefaces can not be used for communication, in any manner whatsoever, of endeavors or programs related to the armaments or nuclear industries (205TF does however encourage the development of sustainable energies and the resolution of conflicts!)

The use of a typeface sold on the website www.205.tf to carry a political message or to serve in the development of the identity of a political organization must be the subject of a prior request to 205TF. The absence of a reply is equivalent to a refusal. Under no circumstances is 205TF bound to give the reasons for its refusal.

Some areas of activity are incompatible with the use of 205TF typefaces, others are subject to prior authorization.

F PARTNERS/SHARING.

Businesses and/or physical persons subcontracted or in connection with the owner of a typeface license (designers, developers, printers, publishers, etc.) who, for the implementation of a project, are required to install said typeface are not covered by the licence of the business that they are working with and must purchase their own licence. **We remind you that the installation of a typeface without a license is formally prohibited.**

Independent workers working together (in the same place or on a network) can not be considered as a single legal entity. Each worker who is likely to use a 205TF typeface must acquire their own licence.

Individuals linked to a licensee may not use the typeface without having purchased a licence themselves.



G SECURITY. PROTECTING TYPEFACE FILES.

The holder of a license is committed to protecting transmitted files against copying. He will have advised those who have access to the files that they are prohibited from copying, transmitting or using them for themselves or others, whether it be for fee based work or not.

In the case of webfonts, the licensee is committed to protecting against the identification and copying of the files installed on the server(s). They will implement the optimum conditions for this protection to be effective. 205TF recommends that licensees systematically modify file names so as to limit the identification of the typefaces installed on the server(s).

The holder of a license ensures the protection of the transmitted files against their copying and distribution.

H BACKUP/ARCHIVING.

The licensee can exclusively make a backup or archive copy.

Copy = solely for backup purposes.
Sharing of files is strictly prohibited.

I WARRANTIES.

205TF ensures the correct operation of fonts on Macintosh and Windows and for Adobe software (InDesign, Illustrator and Photoshop among others) and Office (Word, PowerPoint, Excel) in the versions available at the time of marketing of each typeface. However, 205TF can not guarantee the correct operation of the typefaces for versions of this software launched after the creation of the typeface.

The correct functioning of the typefaces is limited by the correct functioning of each software, in particular with regard to the accessibility of the Opentype functions.

In order to make a warranty claim against 205TF, the licensee must provide sufficient information regarding the conditions of use and installation which may impair the correct functioning of the typeface.

205TF can not be held liable for damage to a device or set of devices on which the font was installed.

Under no circumstances may the liability of 205TF be greater than the cost of reimbursement of the price of the basic Desktop license (1-5 CPUs).

205TF ensures the correct operation of fonts on Macintosh and Windows and for Adobe and Office applications.

J TERRITORIALITY.

The holder of the license expressly agrees that this contract shall be drawn up, submitted and interpreted in accordance with French law as it applies to contracts drawn up on its soil. Any dispute concerning this contract will be brought before the court of Lyon (Rhône-Alpes-Auvergne - France), the sole court competent to judge such matters.

The licensee acknowledges that he has read and understood the terms of this agreement and that by using a 205TF font he agrees to be bound by these terms and conditions.

No variation in the terms of this contract shall apply in the absence of an endorsement or written authorization signed by the legal representative of 205TF.

K CANCELLATION.

Failure to comply with one or more conditions of the trial license constitutes a breach of this agreement and results in the immediate termination of the license with no refunds possible.

The licensee accepts that he is responsible for compliance with all foreign laws, export control or technology transfers.



Written in Lyon on March 10th, 2017.

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