

App Embedding License Agreement



EULA
Embedding

VERSION
1.0

IMPORTANT-PLEASE READ CAREFULLY: This Embedding License Upgrade is an Amendment ("Amendment") to the end user License Agreement ("Agreement") entered into between you and TypeTogether for a license to use the Font Software identified therein by the amount of users specified in the purchase receipt ("Users"). It is for the sole benefit of you, as the Licensee under the Agreement, and solely for the additional grant(s) identified herein. If you have any questions about the rights granted or prohibited under this Amendment, please contact TypeTogether at: info@type-together.com.

SHORT SUMMARY

What you're allowed to do

1. Embed the font in a specific number of products and their corresponding tablet/iPad-style apps (the exact number is specified in your purchase receipt)
2. The font must be embedded as "read only" — users of your app can see it but not extract or edit it
3. You must use commercially reasonable security measures when embedding
4. Maximum amount of annual syncs allowed: 25,000

What you're NOT allowed to do

1. Use this license to benefit any third party — it's exclusively for you as the licensee
2. Use the font as a webfont under this amendment — that requires a separate Webfont Addendum
3. Transfer this license to anyone else, even if you sell or give away the original font software
4. Use the font outside the scope of what the main EULA and this amendment permit — doing so terminates all your rights immediately

License Duration

1. The embedding right lasts until either your main license agreement ends or the app reaches end-of-life — whichever comes first

Full Description of Terms

Upon payment in full, this Amendment modifies the Agreement as follows:

1. Grant of Additional License. You are hereby permitted to use the Font Software for embedding in the amount of products its/their corresponding tablet-type application or iPad type application ("App") according to the amount specified in the purchase receipt. The use of the Font Software in the App must be embedded using commercially reasonable security measures and as "read only."
2. Term of Upgrade. The right to embed the Font Software in an App under this Amendment shall be for the term of the Agreement or the life-time of the App, whichever ends soonest.
3. No Third Party Beneficiaries. This Amendment may not be used for the benefit of any party other than the party identified in the Agreement. For the avoidance of doubt, no webfont license is granted herein. Use of the Font Software as a webfont or for the benefit of any third party requires a separate license and/or addendum.
4. The Licensed Font Software may be embedded in products with a combined total of up to twenty-five thousand (25,000) syncs, downloads, or installations across all permitted products and applications under this Amendment. Any use that exceeds or is reasonably expected to exceed this twenty-five thousand (25,000) sync threshold requires the prior written approval of TypeTogether and may be subject to additional licensing terms and fees to be negotiated on a case-by-case basis. To request approval, please contact TypeTogether.
5. The Licensed Font Software may not be embedded in any product, application, or platform that enables end users to create, generate, customize, or produce their own works, products, or derivative content. By way of example only and not limitation, this includes design tools, template builders, print-on-demand services, merchandise generators, greeting card creators, and any similar application in which the Font Software would be used as a component in the creation of downstream products or materials by third parties. This restriction applies regardless of whether such downstream products are distributed for commercial or non-commercial purposes.
6. Conflict of Terms. In the event there is any conflict between this Amendment and the Agreement, the terms of this Amendment shall apply. All terms and conditions of the Agreement not expressly amended herein shall remain in full force and effect.
7. No Additional Rights. No right title or interest to the Font Software or the design of the Font embodied therein is granted herein and none shall be construed. All intellectual property rights remain the exclusive property of TypeTogether.
8. Remaining Terms. All terms and conditions of the original EULA not expressly amended herein, shall remain in full force and effect.

9. No Transfer Permitted. This Amendment is specific to the Licensee and is use-specific and cannot be transferred to another party, irrespective of whether the original Font Software is sold, given or otherwise conveyed to another party.
10. Termination for Cause. In the event that the use of the Font Software is used outside of the scope of the rights permitted in the underlying EULA or this Amendment, all rights to use the Font Software as well as this Amendment shall terminate.
11. Complete Agreement. This Amendment may not be modified or amended except by written agreement signed by the parties.

If you have any questions about the rights granted or prohibited under this Amendment, please contact TypeTogether at: info@type-together.com.