

Trial Font License Agreement

EULA
Trial Font

VERSION
1.0

IMPORTANT-PLEASE READ CAREFULLY: This Trial Font License Agreement (hereinafter, “Agreement”) is a legal agreement between you and TypeTogether that provides you a limited license to use the identified Font Software solely for testing and evaluation purposes. This is not a commercial license. The Font Software may not be used for any commercial or production purpose whatsoever.

By downloading, installing, accessing or otherwise using the Font Software, you agree to be bound by the terms of this Agreement. If you do not agree to the terms of this Agreement, do not download, install, access or use the Font Software.

Definitions

“Font Software” means coded software that generates typeface designs when used with the appropriate hardware and software, plus any and all other data including documentation provided with such software.

“User” refers to an individual who has downloaded or been granted access to the Font Software for testing and evaluation purposes under this Agreement. Each individual with access to the Font Software counts as one User.

“Commercial Product” means any product, document, material, or output (whether electronic or physical) that is distributed to third parties with the intention of (i) obtaining financial or other consideration and/or (ii) promoting a company, institution, product, or service in order to gain business.

Grant of Trial License

1. TypeTogether grants you a non-exclusive, non-transferable license (the “Trial License”) to use the Font Software solely for internal testing and evaluation purposes, in accordance with the terms and conditions of this Agreement. This Trial License is granted free of charge and does not constitute a commercial license of any kind.
2. This Trial License permits the use of the Font Software by one (1) User on one (1) device, solely for the purpose of evaluating the Font Software’s design, features, and suitability for a potential future license purchase. The Font Software may also be installed on portable devices owned by you.
3. You may embed the Font Software in documents solely as a rasterized representation (e.g., GIF, JPEG, or PNG) or as a subset of the Font Software, in each case for internal testing and evaluation purposes only. You may embed the Font Software in websites using common formats such as sIFR, Cufon, and similar

technologies for testing purposes only. You may test the Font Software on your internal servers to evaluate page load performance, but you must obtain a separate license to use @font-face or any other web font embedding technology for production use. You may not embed the Font Software in any Commercial Product without a separate license from TypeTogether.

Restrictions

4. The Font Software is provided exclusively for testing and evaluation. You may NOT use the Font Software for any commercial, production, or publication purpose, including but not limited to: the creation of any printed materials, branding, packaging, logos, advertisements, merchandise, or any other materials intended for distribution or public display; use in film, television, streaming, broadcast, or any other media; embedding in software, applications, devices, or e-books; or any other use that would require a commercial license.
5. You may NOT make backup copies of the Font Software. You may NOT provide a copy of the Font Software to a commercial printer, service bureau, or any other third party for any purpose.
6. You are not permitted to alter the Font Software in any way, such as by decompiling, reverse engineering, disassembling, modifying, or converting the Font Software into another format or for use in other environments. You may not modify or remove the name(s) of the Font Software, author's signature, copyright, or trademark notices from the original files.
7. The Font Software may NOT be installed or used on a server that can be accessed via the internet or other external network system (other than a local area network) by workstations that are not part of your licensed installation.
8. You may not rent, lease, sublicense, lend, sell, or further distribute the Font Software or any copy thereof to any third party. This Trial License is non-transferable and may not be assigned to any other person or entity under any circumstances. Unauthorized sharing, lending, renting, sale, or other unauthorized use or misuse of the Font Software is a material breach of this Agreement and will result in immediate termination of this Trial License.
9. AI and Machine Learning Restrictions. You may not upload, submit, or otherwise make the Font Software available to any third-party AI service, whether public or private, where the Font Software, associated data, or resulting outputs may be retained, analyzed, or used for training, improving, or developing AI models.

Ownership

10. TypeTogether retains all right, title, and interest in and to the Font Software, its structure, organization, code, and related files, including all intellectual property rights therein such as copyright, design rights, and trademark rights. You agree not to copy the Font Software or create derivative works based upon the Font Software and/or the design of the Font. You acknowledge that the Font Software, its structure, organization, and code are valuable trade secrets of TypeTogether, and you agree to treat them as such.

Limited Warranty

11. The Font Software is provided for testing and evaluation on an “AS IS” basis. TypeTogether makes no representations or warranties, express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. TypeTogether does not warrant that the operation of the Font Software will be uninterrupted or error-free, or that the Font Software is without defects. The Font Software is not fault-tolerant and was not designed or manufactured for use in circumstances where the use or failure of the Font Software could lead to death, personal injury, property damage, or other physical or environmental damage.
12. Under no circumstances shall TypeTogether be liable to you or any other party, whether in contract or tort (including negligence) or otherwise, for any special, consequential, or incidental damages, including lost profits, savings, or business interruption as a result of the use of the Font Software, even if notified in advance of such possibility. TypeTogether’s liability to you shall in no event exceed the replacement of the Font Software, at TypeTogether’s sole discretion.
13. Some jurisdictions do not allow the exclusion or limitation of incidental, consequential, or special damages or implied warranties. The exclusions noted above may not apply to you. To the extent permissible by law, you agree that all implied warranties are not effective for more than thirty (30) days.

Termination

14. This Trial License is effective as of the date of download or installation of the Font Software. This Agreement may be terminated immediately and without notice if you breach and/or fail to comply with any term contained herein. As stated above, unauthorized sharing, lending, renting, sale, or other unauthorized use or misuse of the Font Software is a material breach of this Agreement and will result in immediate termination of this Trial License.
15. In the event this Trial License is terminated for any reason, whether by you or TypeTogether, you are required to delete the Font Software and any related documentation from the devices of all Users.

Governing Law

16. The Font Software is protected under the laws of the Czech Republic, the United Kingdom, the United States of America, and other international laws. You expressly agree that this Agreement shall be governed, enforced, and construed in accordance with the laws of the Czech Republic as they apply to contracts entered into and wholly performed therein. If you are a user with contacts in the United States of America, you expressly consent to the jurisdiction of the federal courts in the State of New York, USA, and you hereby waive any defenses arising out of the choice of law or forum identified herein and expressly consent to service of process by Certified Mail, return receipt requested. TypeTogether expressly reserves any and all rights to seek equitable relief including, but not limited to, temporary restraining orders and preliminary injunctions, each without the obligation of a bond. TypeTogether’s rights and remedies shall be cumulative.
17. You agree to be responsible for your compliance with all laws and regulations and intellectual property rights, foreign and domestic, relating to the use of software and/or control of exports or the transfer of technology.

18. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect, and the invalid provision shall be replaced by TypeTogether with a provision that most closely effects the intent of the invalid provision.
19. This Agreement constitutes the entire understanding between the parties and supersedes all previous agreements, promises, representations, and negotiations between the parties. Amendments to or waivers of any of the terms and conditions of this Agreement are only effective if signed by an authorized officer of TypeTogether.

General Provisions

20. You agree to inform all Users who have access to the Font Software about the content of this Agreement and to ensure that they comply with its terms.
21. The captions of the sections of this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the terms or provisions of this Agreement.

If you are unsure whether the intended use is permitted by this Trial License, you can inquire at: info@type-together.com
TypeTogether s.r.o.
Korunní 810/104, Blok F, 101 00 Praha 10,
Czech Republic
DIČ (VAT-Nr.): CZ29034159