

End User License Agreement (EULA)

This End User License Agreement between you (henceforth the Licensee) and Sehr Type LLC d/b/a Sehr Type (Supplier) governs the use of the Font Software and the fonts. By downloading or using the Font Software, you acknowledge that you have read, understood, and agreed to be bound by the terms and conditions of this EULA.

A. DEFINITIONS

- A.1 “Font Software” - Any file provided by the Supplier in the form of a WOFF2 (.woff2), TTF (.ttf), or OTF (.otf) file.
- A.2 “Domain Name” - the name and extension of a website. For example: “www.example.org”
- A.3 “Workstation” - A computer other than a server owned by the licensee used for the purpose of creating work using the Font Software.
- A.4 “Read-only” - Denotes that another entity will not be able to edit or manipulate a document, only view the document as provided by the Licensee.

B. INTELLECTUAL PROPERTY

- B.1 The Font Software is the sole property of the Supplier. It’s structure, organization, and code are are the valuable trade secrets of the Supplier.
- B.2 Except for the rights to use the Font Software as put forth in this EULA, all other rights are owned and retained by the Supplier, including the right to disclose that it is the designer of the Font Software used.
- B.3 No transfer of ownership or intellectual property will occur under this EULA.

C. RIGHTS AND RESTRICTIONS

- C.1 Upon purchasing any Font Software from the Supplier, you gain the right to it in any combination of the following circumstances, provided you have a valid license for each circumstance:
 - C.1.1 Self-Hosting and Embedding — Licensee may embed the purchased font software on one website provided:
 - C.1.1.1 Licensee owns the domain name of the website.
 - C.1.1.2 Licensee uses no other rule for embedment other than @font-face.
 - C.1.1.3 Licensee does not use third parties font hosting-services.
 - C.1.1.4 The Font Software shall be embedded in a secure read-only mode.
 - C.1.1.5 Only the provided WOFF2 (.woff2) and TTF (.ttf) files may be used on websites.
 - C.1.2 Installation on a Workstation — All provided files may be installed on one workstation used by the Licensee with the following permissions:
 - C.1.2.1 Licensee may install Font Software on a single workstation.
 - C.1.2.2 All users of said workstation are covered under a single license.
 - C.1.2.3 Any work containing the Font Software is provided to Licensee’s audience in a read only mode.
 - C.1.3 Usage in Applications and Electronic Publications — Licensee may embed the purchased Font Software in one Application or Electronic Publication provided:
 - C.1.3.1 Licensee owns the Application or Electronic Publication.
 - C.1.3.2 Only the provided OTF (.otf) and TTF (.ttf) files may be used.
 - C.1.3.3 The Font Software shall be embedded in a secure read-only mode.

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C. RIGHTS AND RESTRICTIONS (cont.)
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- C.2 Example — Licensee purchases 10 Licenses of a Font Software from Supplier. Licensee may install the Font Software on 8 Workstations, 1 Website, and 1 Application or Electronic Publication. Licensee may distribute these Licenses however best fit Licensee’s needs.
- C.3 Backups — Licensee may create additional copies of the Font Software for the exclusive purpose of data backup.
- C.4 Providing the Font Software to Third Parties — You may, for a limited time, provide a copy of the Font Software to third parties you have mandated for preparing and bringing some documents, or to code a website or mobile app, under the following conditions:
 - C.4.1 You shall provide the third party with a full copy of this EULA before providing a copy of the Font Software.
 - C.4.2 The third party will not make any design or editorial work.
 - C.4.3 The third party will use the Font Software exclusively for the mandate.
 - C.4.4 The third party will delete the font software from its workstations at the end of the mandate.
- C.5 Buying the Font Software on behalf of a client — You may purchase the Font Software on behalf of a client, under the following conditions:
 - C.5.1 You shall provide the client with a full copy of this EULA.
 - C.5.2 You shall register the client as the licensee during the checkout process.
 - C.5.3 You shall not invoice the Font Software to the client at another price than the one mentioned in the invoice.
 - C.5.4 You remain the Supplier’s point of contact.

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D. PAYMENT AND TAXES
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- D.1 The licensee is subject to the upfront payment of the fees mentioned on your order. All amounts are in United States dollars.
- D.2 If the payment is cancelled or otherwise not fully received by the Supplier, this license is immediately terminated by the Supplier.

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E. SURVIVABILITY
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- E.1 Any terms that by their nature survive termination, shall survive the termination of this EULA.

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F. INDEMNIFICATION
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- F.1 Licensee, at its expense, shall indemnify Supplier against all losses, damages, claims, expenses (including attorneys fees and court costs) arising out of or resulting from (a) any use of the Font Software by Licensee (unless and only to the extent the loss is attributable to a breach by Supplier of any obligation under this EULA), (b) any breach by Licensee of this EULA, or (c) any actions by Licensee Parties or Persons that would constitute a breach of this EULA if that Licensee Party were a party to this EULA and its obligations were substantially the same as Licensee’s obligations.

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G. NO WARRANTY
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- G.1 The Font Software is provided “as is.” to the extent permitted by applicable law, licensor disclaims all warranties, representations and guarantees, express or limited as to merchantability, fitness for any particular purpose, or otherwise with respect to the licensed software. Additionally, there is no warranty of non-infringement, title, or quiet enjoyment.

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H. FORCE MAJEURE
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- H.1 Supplier shall not be liable for damages and Licensee shall not have the right to terminate this EULA for any delay or default in delivery of the Licensed Software resulting directly or indirectly from acts of nature, forces or causes beyond its reasonable control including, but not limited to: internet failures, network failures, computer equipment failures, telecommunications equipment failures, other equipment failures, electrical power failures, acts of God, terrorist action, acts of civil or military authority, government actions, fires, epidemics, riots, wars, sabotage, insurrections, labor shortages or disputes.

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I. GOVERNING LAW, JURISDICTION, AND VENUE
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- I.1 This EULA and all rights and obligations under this EULA shall in all respects be governed by, and construed and enforced in accordance with, the laws of the State of New York (the “State”), but without regard to its conflicts of laws or choice of forum rules. Licensee hereby irrevocably submits to personal jurisdiction in the State and to the non-exclusive jurisdiction of any New York state or federal court sitting in the City of New York over any legal suit, action, or proceeding arising out of or relating to this RULA or the relationships created by or under this EULA (“Action”). Jurisdiction and

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I. GOVERNING LAW, JURISDICTION, AND VENUE (cont.)
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I.1 venue of any Action shall, at the election of Supplier, be in (and if any Action is originally brought in another venue, the Action shall at the election of Supplier be transferred to) a state or federal court of appropriate jurisdiction located in the State. Licensee hereby waives and agrees not to assert, as a defense to any Action or a motion to transfer venue of any Action, any claim

- (a) that it is not subject to such jurisdiction;
- (b) that any Action may not be brought against it or is not maintainable in those courts;
- (c) that this EULA may not be enforced in or by those courts;
- (d) that it is exempt or immune from execution;
- (e) that the Action is brought in an inconvenient forum; or
- (f) that the venue for the Action is in any way improper.

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J. FINAL PROVISIONS
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J.1 If any provision of this EULA is found to be illegal, invalid, or void for any reason, it will not affect the other provisions of this EULA, which shall remain valid according to its terms.