

LICENSING TERMS

EULA (End User License Agreement)

HAL Typefaces

Helmstraße 4, Seitenflügel, 10827 Berlin, Germany

type.hanli.eu

INTRODUCTION

Licensing for HAL Typefaces follows the model introduced by Dinamo in 2020. Basically, the value of a typeface is dependent on the size of the company that licenses it, measured by the number of its employees. *The license owner is the client.* This is the person or organisation commissioning the design work and acquiring the usage rights of the font for their company. *The license owner is not the commissioned designer/design agency.*

The font license is owned and paid for by the client for whom the font(s) are being used—not by the designers working for them. Moreover, the value attached to the font(s) grows with the size of the company. Therefore, the price of the license is measured by the total number of people working for the client—not the size of the commissioned design agency, nor the number of people in their design department, or the number of people who use the font(s).

COMPANY SIZE

The company size of the client is measured by the amount of employees working for the company. This is the only relevant metric in order to license fonts. Any information about numbers of users or computers, web traffic, app downloads, etc. is irrelevant.

LICENSE OWNER

Here's an example to illustrate how the licensing model works: A designer is commissioned by a company to create an identity for this company. The company is the client and the designer is the first sub-contractor. The designer proposes a font by HAL Typefaces. The license price is based on the client's company size, which is the total number of employees working for them.

Furthermore, the company hires a PR agency, which will also use the font(s). The company is the license owner, the designer is the first sub-contractor, and the PR agency is an additional sub-contractor.

So, in short:

The client = license owner
The designer ≠ license owner

SUB-CONTRACTORS

Every font license allows and includes the font(s) to be used by one sub-contractor (in the example above this would be the designer). This means the license owner can allow one third party (like one external designer, developer, producer, marketing person, etc.) to use the font(s) on their behalf. If the client has more than one third party involved and using the font(s), then the third party sharing option must be added to the license (additional sub-contractor extension).

A third party is anyone not employed by the license owner, for example: external designers, freelancers, design agencies, PR agencies, producers, developers, printers, etc. *This excludes the client, hence a client does not qualify as a third party.* Please note, a subsequent update of the sub-contractor license add-on is not possible. If the license owner wishes to share the font(s) with additional third parties after the initial license was acquired, a new and updated license is required.

EACH CLIENT NEEDS THEIR OWN LICENSE

If a designer is using a font by HAL Typefaces for multiple clients, each of these clients needs to acquire their own license.

TYPES OF LICENSES

HAL Typefaces offers the following licenses:

- Desktop/Print: Covers the installation of the font(s) on all designated devices to create printed and digital assets such as documents, merchandise, signage, portfolios and similar deliverables for one company.

- **Web:** Using the font(s) on one web domain, without limit in regard to the amount of web traffic. An additional, separate web license needs to be obtained for using the font(s) on another domain. Only the provided WOFF and WOFF2 files can be used, not desktop fonts like OTF.
- **App/Game:** This is for embedding the font(s) into one digital product, such as a mobile, desktop or web app or game. Using the font(s) for multiple apps or games requires the purchase of additional licenses.
- **Video:** Using the font(s) to create content that has animated or moving images for one company such as clips, reels, movies, ads, etc. Making video content for social media requires both a video and a social media license.
- **Social Media:** For creating design assets for one company to use on social media channels (such as Instagram, Facebook, TikTok, etc.). Making video content for social media requires both a video and a social media license.
- **Logo/Wordmark:** This license allows the font(s) to be used to create a logo, logotype or wordmark for one company. Creating logos for further companies requires further licenses (one per company).

If the offered formats and/or license types are not sufficient, license extensions may be required. For instance, “Unlimited Licenses” can be arranged, which bundle all available licenses for a one-time-fee, without restrictions or company size limit. Please get in touch via email for more information.

TRIAL FONTS

Trial fonts are marked as “Unlicensed” in the font file name. They allow the fonts to be tested in advance. Via trial fonts, HAL Typefaces permits the commissioned designer/design agency to try out available typefaces free of charge, including the presentation, proposal, or pitch of a project to the client.

REFUNDS

All sales are final, non-returnable and non-refundable. HAL Typefaces are unable to offer a refund for incorrect font licence purchases. If a font file is defective, please notify via email within 30 days of purchase and a replacement will be provided.

CONTRACT & RIGHTS

This contract governs all uses of fonts by HAL Typefaces. Anyone using fonts by HAL Typefaces automatically agrees to the terms of this contract. As long as full payment of all fees have been received and the license owner as well as all sub-contractors have all agreed to abide by the terms of this contract, being directly liable for doing so, HAL Typefaces grant the license owner a perpetual, worldwide, non-exclusive, non-transferable, non-assignable license to use the fonts for the purposes allowed by this contract. The fonts are delivered by HAL Typefaces once payment has been received in full. HAL Typefaces retain ownership of the fonts and everything that's in them. Any rights that are not specifically addressed in this contract are reserved.

RESTRICTIONS

The following actions are restricted in regard to using fonts by HAL Typefaces:

- Use the fonts in a political context without getting our permission
- Use the fonts to promote violence or discrimination
- Convert the fonts to different formats
- Modify, reverse engineer, decompile or disassemble the fonts
- Make new fonts based on the design that's in the fonts
- Personalise font names in a way that violates someone else's rights
- Embed the fonts in a way that end users can access them
- Share the fonts with third parties (unless you extend the license with a sub-contractor add-on)
- Give the fonts to anyone without a copy of this contract
- Use the fonts or the designs embodied in the fonts to train artificial intelligence
- Put the fonts on public servers
- Put the fonts in public repositories

CRITICAL USES

Using fonts by HAL Typefaces for any form of propagation of hate, violence, racism or other forms of discrimination is strictly prohibited. In case of violation of this condition, HAL Typefaces reserve the right to terminate this agreement immediately without any compensation.

TERMINATION

If the license owner is in breach of this contract then all of the license owner's rights automatically end and the usage of the fonts is immediately discontinued. In the case of any legal repercussions, the license owner is responsible for all and any costs that may incur, such as legal fees and investigation costs.

TAXES

The license owner is responsible for taxes that may accrue in the corresponding country, including any withholding taxes. HAL Typefaces are not responsible to pay them and they won't be deducted from the payment for any licenses.

WARRANTIES & LIABILITY

The font(s) are provided by HAL Typefaces on an "as-is" basis, without any express or implied warranties or representations like warranties of fitness for a particular purpose, merchantability, performance, non-infringement, etc. The license owner warrants and represents the right to enter into this contract and guarantees the use of the fonts will not harm anyone, violate any law, or infringe on anyone's rights.

Anyone entering this contract will protect and defend HAL Typefaces, along with its subsidiaries, affiliates, parents, partners, and licensees, from any loss, cost, liability, damage or expense (including reasonable attorney's fees and expenses) that may incur due to a violation of the license owner's obligations, representations, or warranties in this agreement.

Neither party will be liable for any indirect, incidental, special, consequential, exemplary or punitive damages arising out of this agreement. The maximum liability of HAL Typefaces will never be more than a reimbursement of the fees that were received from the license owner under this agreement.

HAL Typefaces produces fonts using modern technology and tests them thoroughly, but can't promise they'll work perfectly on all older systems or with all cutting edge technologies. Please send us an email if there's a problem.

MISCELLANEOUS

This contract contains the entire agreement between HAL Typefaces and the license owner and overrides any prior agreements or discussions. It can only be modified or amended if HAL Typefaces agree in writing. It cannot be modified or amended by the terms of a purchase order. If something in this contract turns out to be unenforceable, the rest remains and the unenforceable part will be replaced by the closest possible thing that is enforceable. If HAL Typefaces waive a right or allow something once, that doesn't mean it must be done again. This contract is governed by German law with exclusive jurisdiction in Berlin, Germany. Any legal proceedings or disputes will take place in Berlin, Germany. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this contract. Nor do any conflict of law principles.

This document is set in 14pt HAL Four Grotesk Regular *and Italic*.
Thank you for reading the license agreement.

