

VOCAL  
TYPE  
COMPANY  
APP  
LICENSE

#  
THE PARTIES

This agreement is between you or “THE USER” or “THE LICENSEE” and Vocal Type Co. (of Tres Bien, Inc.) or “US” or “WE” or “Tres Bien, Inc.” or “Vocal Type Co.” or “Vocal Type” or “Vocal”. Tres Bien, Inc. is a registered company in the state of Maryland whose registered office is at 17319 Livingston Road, Accokeek, MD 20607, United States. By downloading and installing the font software you automatically agree and are bound under of jurisdiction and court of the state of Maryland to the terms below. ¶

1.00  
ACKNOWLEDGEMENT

You acknowledge you have fully read and understood all terms within this agreement. This document supersedes any other agreement oral or written between Vocal Type Co. and the licensee. ¶ No variation of this agreement will be accepted, other than an exception created by Tres Bien, Inc. ¶ We perpetually reserve the right to modify or amend this agreement / End User License Agreement in any way what-so-ever, at any time and without notice given. ¶

1.01  
IP OWNERSHIP

The typeface and / or the software and / or font software represented by this contractual agreement are the intellectual property of Vocal Type Co. and Tres Bien, Inc. and their respective creators. ¶

1.02  
NO LEASE,  
SUBLICENSE, ETC.

The licensee may NOT sell, lease, sublicense, or otherwise assign or transfer any rights, duties or obligations under this agreement, in whole or in part, to any person, or third-party, including by merger. Any breach of this will result in immediate termination of the license agreement and you will be required to delete all copies, or destroy all materials (in any and every medium, digital or physical) that contain the breached license. ¶

1.03  
A USER,  
NOT AN OWNER

Upon full payment of the appropriate license received by Tres Bien, Inc., you become a licensed user NOT an owner of the software. Purchased fonts will remain, in whole, copyright to Vocal Type Co. (a trading style of Tres Bien, Inc.) and their creators. ¶ All fees / costs will NOT include the following — gross receipts, excise, import, export, value added or similar taxes. Licensee is responsible for paying any applicable fees regarding to the license sale. ¶

1.04  
NO MODIFICATIONS

Re-naming, modifying characteristics or drawings, reverse engineering, changing the font format to that of the supplied variant, is strictly NOT permitted. You also hereby agree NOT to transmit any electronic document or software to any party / parties that intends to edit, transform, alter, enhance, merge, or otherwise modify or remove the licensed font software from any document or documents. ¶ Any modifications of our font software is strictly prohibited. All and any modifications to the software in any form, must be exclusively made by Vocal Type Co. only. Please contact us directly to discuss your requirements. ¶

1.05  
REFUNDS

We do NOT give refunds, all sales are final, unless proven that the files are defective, after a period of exhaustive technical support and evaluation. ¶

1.06  
LICENSE NON-  
TRANSFERRABLE

All licenses are non-transferrable. This means you may NOT transfer licenses to any other parties or clients, once work has been completed, or at any given stage during usage, utilising the font software. Any additional party / parties using the font software must purchase their own copy of the license, however you are able to purchase the license on behalf of the client. Please ensure all details of licenses are correct and up-to-date at any given time. ¶

1.07  
A SINGULAR  
ORGANIZATION

The license is purchased for use within a singular organization/entity / person / individual with registered offices at a singular address / location. If you wish to use the license across multiple locations/addresses/offices/ business premises (these must operate within the same company) you are required to declare this and contact us. ¶ If you wish you to utilise a font software license as a group of companies (operated under a holding company), a specific enterprise license must be purchased. ¶

1.08  
VIRUSES

Although Vocal Type Co. has taken every effort check the font software for viruses, in no circumstance whatsoever does Vocal Type Co. take responsibility for damage caused to a user's hardware, software or a loss of income that may have occurred as a result. All Vocal Type Co. software installed is done so at the owner's risk and we, Vocal Type Co., will NOT be held responsible. ¶

1.09  
LICENSE  
RESTRICTIONS

It is the responsibility of the licensee named to ensure all license restrictions, extents and limitations are communicated internally. E.G. If you are limited to up to ten thousand page views / month (10,000 (ten thousand) PV / M), please make sure that the license is extended if you consistently serve more uses. ¶

1.10  
JURISDICTION

This Agreement and all relations, disputes, claims and other matters arising hereunder (including non-contractual disputes or claims) shall be governed exclusively by, and construed exclusively in accordance with, the laws of the state of Maryland, without regard to its conflicts of law provisions. The courts located in the state of Maryland shall have exclusive jurisdiction to adjudicate any dispute or claim arising out of or relating to this Agreement (including non-contractual disputes or claims). Each party hereby consents to the jurisdiction of such courts and waives and agrees NOT to assert the defenses of lack of personal jurisdiction, improper venue or forum non conveniens in any such action brought under such court. ¶

1.11  
MAJOR BREACH  
OF LICENSE

Breach of any of these terms in case of gross negligence or unlawful misconduct will result in the termination of the contract immediately, and we will revoke the license for the purchased fonts without refund. After termination, you must destroy all copies, including backup or archival copies on external medias (E.G. an external hard drive utilised for backups). ¶ If the font software is unlicensed, activated and used, this is a major breach of the terms of license. You will therefore automatically agree to retroactively settle with the appropriate licences by paying in full (in United States Dollar \$) for the usage. ¶ You must agree to settle this within 7 (seven) working days, and pass any information that Vocal Type Co. require, such as, but NOT limited to Google Analytics information on page views per month, application (iOS, Android and other platforms) downloads and number of users utilising the font software on computers and / or devices. ¶

1.12  
MINOR BREACH  
OF LICENSE

When purchasing the license of the font software, we trust the user or licensee to truthfully present the usage (installation on number of computers, page views per month or application downloads) to Vocal Type Co. that will relate to the appropriate tier. ¶ The licensee must also ensure that the tiers are not breached in terms of usage of the font software. If they are, licensees are advised to promptly purchase an upgrade license from Vocal Type Co. ¶ We occasionally contact companies or brands that we believe have exceeded these quotas. If the tiers have been exceeded this is a minor breach of this license agreement between the licensee and Vocal Type Co. ¶ The licensee agrees to correct the breach within 7 (seven) days of written communication via email or post is received. If the breach is NOT corrected then Vocal Type Co. reserves the right to withdraw licensing, and ask all materials (print, digital, application, broadcasting) are destroyed that utilising the breached software. ¶ To correct the breach, the licensee will upgrade to the appropriate tier(s), settling the appropriate bill within 7 (seven) days and distribute the new licenses internally to supersede all other versions of the Font Software utilised. ¶

1.13  
MISUSE OF FONTS

Use of fonts without license or adequate licensing will require a license to be paid for the usage of the font software retroactively. ¶ Tres Bien, Inc. reserves the right to charge as it sees fit for time, expenses and legal work undertaken. ¶

1.14  
WARRANTY

Vocal Type Co. warrants that the software will work for 30 (thirty) days after purchase. Due to the ever evolving and changing nature of technology we cannot confirm it will work on every platform. ¶ Our font software is engineered to be of the highest compatibility with external software, however we cannot guarantee about the compliance and on-going compliance of external hardware and software manufacturers. ¶ We cannot promise the software is error free, and is constantly being updated. Please ensure you are using the latest versions of our font software at all times. ¶ You are able to receive a free upgrade of the license you have purchased (to that of the same production standard). Please contact us for details. ¶

1.15  
PROOF OF COPY

We reserve the right to ask you for a copy / proof of this license at any time. Please ensure you retain copies of all receipts (in form of the purchase email, which is automatically created upon the completion of the transaction) for licenses you have purchased. ¶

1.16  
USAGE OF THE  
WORD “INCLUDING”

The usage of the word including throughout the agreement, does NOT limit the binding agreement to the listed mediums / usages or set limitations defined in this agreement, and is at the discretion of Tres Bien, Inc. ¶

2.0  
APP & E-BOOK  
LICENSE TERMS

2.01  
LICENSE FOR  
ONE APP OR  
E-BOOK

Each license is per application or e-book (commercially or noncommercially available), whether desktop or mobile. You are required to purchase a license for each subsequent application or e-book the font software is utilised on. ¶

2.02  
LICENSE  
MEASUREMENT

This license is measured on downloads of the application entity / e-book / or paid PDF over all devices that the software is loaded onto (handheld telephone, desktop computer or laptop). This figure will be found on your invoice / receipt received from website upon purchase. It is the responsibility of the licensee to ensure the correct figure is given to purchase the appropriate license. ¶

2.03  
FILE FORMATS

The supplied application fonts (supplied in formats .OTF) may NOT be utilised to create bitmap or vector images (in formats .JPG, .PNG & .GIF) or embed within an online environment / website, and thus passing utilising the live text via the @font-face mechanism. This license is only for rendering of in an application environment. Desktop or Web licenses must be purchased for usage within desktop or online environments. ¶

2.04  
FILE NAMING

Application / e-book fonts are supplied in the following kebab-cased format:

fontname-fontweight.xxx

The licensee agrees NOT to change this file naming structure. It is kebab-cased. Only Camel Casing can be added if required. E.G.

vtcmartin-regular.otf

or

VTCMartin-Regular.otf

2.05  
FONT SOFTWARE  
PROTECTION

As a licensee you agree to take every reasonable attempt to protect all font software from hotlinking, re-serving or access from unlicensed parties. We suggest you obfuscate the font files within any application you use our font software within. ¶

2.06  
PERPETUAL TERM

The license is perpetual, if the declared downloads for the singular application are not exceeded under the terms set out in Point 2.02 ¶

2.07  
GOING OVER THE TIER

If the application or E-book download count exceeds the purchased tiered license number by 10%, then an upgraded license must be purchased within the next calendar month of exceeding the tier. The difference will be paid between the license that has been purchased and the next tier above. ¶

2.08  
EMBEDDING IN ANY OTHER  
SOFTWARE

The embedding of the Vocal Type Co. Software in other software or devices (other than the agreed usage of the @ font-face mechanism for web fonts on a publicly accessible web server accessed through the specific domain) or in any other form whatsoever is NOT permitted under this license and requires the purchase of a separate license agreement dependent on the medium and usage. ¶

2.08  
EMBEDDING IN ANY OTHER  
SOFTWARE

The licensed font software may NOT be used in any interactive web applications where either:

- End users of the software can select and / or use any licensed web font for a text composition or editing usage. Specifically, software must not allow or enable any feature for a user to save or export files containing the licensed font software in anyway whatsoever.
- Within an interactive web or game application, a fee based application, a paid PDF document, an e-book, or an application that is distributed without charge which is used to promote a business's activity, services or products.

All of these require further licenses which can be purchased directly from Vocal Type Co. ¶

3.0  
THANK YOU

Thank you for supporting our business with the purchase of the appropriate license. We hope you enjoy using our font software. ¶