

VOCAL
TYPE
COMPANY
DESKTOP
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 licenses by paying in full (in US Dollars \$) 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 preemptively 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
DESKTOP
LICENSE TERMS

2.01
LICENSE USERS

Each license is for the number of desktop users it has been licensed for, for example our standard lowest tier is 1–3 (one to three) users. It is the responsibility of the licensee to ensure that tiers and license limitations are stayed within, and communicated internally. ¶ The license is for one (1) company and the number of users licensed by the licensee on purchase from Vocal Type Co. ¶

2.02
USAGE

A desktop license allows for installation of our font software onto a desktop computer, this allows the font software to be used in DTP Software (desktop publishing software) for the production of print and marketing materials (encompassing but NOT limited to – logos, business cards, letterheads, books, billboards, apparel etc), but also to create rasterized website images (images that are created and flattened in DTP software, the font software should NOT be embedded in any way whatsoever or uploaded to an online, app environment). ¶

2.03
BREACH OF
LICENSE

Broadcasting via cinema, television or any public performance requires a broadcasting license. You may utilise a desktop license to render the usage to create assets to broadcast, but the usage case requires an extension license that covers the continents you will broadcast across. ¶

2.04
PASSING FILES
TO THIRD-PARTY
SUPPLIERS

When producing a book for print, or any material for print we allow the passing of the font software to one (1) service personnel for previewing purposes only. We define service personnel as a printer of a certain item of marketing, or a production house. ¶ The service personnel or supplier, may install the font software onto one local computer to output but must NOT change or edit any live or unraster-ized text. If this occurs, they must purchase an appropriate license for their company. If you are working on the designs for a website or online environment, please note you must purchase a desktop usage for use within design programs on your computer and a self-hosting web font license for embedding in an online environment. ¶ All external freelancers or agencies / companies / affiliates must purchase their own desktop licenses without exceptions. ¶

2.05
BACKUP COPIES

We allow each user of the typeface to back-up a copy of the font software for archival purposes only. This should be on no more than 1 (one) medium (E.G. a server backup or cloud-based backup system). ¶

2.06
FILE FORMATS

The supplied desktop fonts (supplied in formats .OTF and .TTF) may NOT be utilised to render live text via the @font-face CSS declaration, or any other dynamic online utilisation. A web li-cense must be purchased for this usage case. ¶

2.07
FILE NAMING

Desktop 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-italic.otf

or

VTCMartin-Regular-Italic.otf

2.08
FONT SOFTWARE
PROTECTION

As a licensee you agree to take every reasonable attempt to protect all font software from theft, re-distribution or access from unlicensed parties. ¶

2.09
PERPETUAL TERM

The license is perpetual, if the licensee usage stays within the usage terms set purchased at the transaction date. ¶

2.10
GOING OVER
THE TIER

The desktop license is measured on the number of users, as outlined in Point 2.01 and Point 2.02, when you exceed this number of users, you must upgrade immediately. The difference will be paid between the license that has been purchased upon the transaction date and the next tier above. Please contact Vocal Type Co. directly to upgrade the license. ¶

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. ¶