

SHAPED FONTS End User License Agreement (EULA)

English Version, last updated 01/09/24

Acceptance of Terms

By installing and utilizing any font provided by Shaped Fonts, you (“the Licensee”) hereby agree to be bound by these Licensing Terms. Installation or use of the font signifies the Licensee’s acceptance of all terms and conditions contained herein.

Article 1: License Issuance

1.1. Licenses are granted to the entity (company or brand) using the font in its published materials, who shall be recognized as the “Licensee.” Designers or agencies creating designs for a third party shall ensure the license is held in the name of the client.

1.2. In agency-client relationships, the end client shall be considered the Licensee.

Article 2: Licensing Model

2.1. Our licensing model allows for unlimited users and third-party usage within the Licensee’s organization, facilitating broader usage within the scope of the Licensee’s projects.

Article 3: Commercial Use

3.1. Commercial usage of fonts requires a license purchase, unless specifically designated as “free for commercial use”. Available licenses include Standard, Multimedia, and Extended categories.

Article 4: Determining the Correct License

4.1. The appropriate license category shall be determined based on the size of the Licensee’s organization, particularly using the “10 employee rule” as a guide.

Article 5: Non-commercial Use

5.1. Fonts are available for personal, non-commercial use at no charge.

Article 6: Non-Purchase and Violations

6.1. Failure to procure a required license or breach of licensing terms will incur a penalty of at least 5000EUR per incident of unauthorized use.

Article 7: Credit Requirement

7.1. Commercial usage of fonts should be accompanied by acknowledgment of Shaped Fonts. Licensees adhering to appropriate licensing may waive this requirement.

Article 8: License Validity

8.1. Licenses, once purchased, do not expire and continue to authorize use indefinitely.

Article 9: Prohibition on Third-party Sharing and Embedding

9.1. Sharing the font with third parties or embedding it in websites or applications for use by others is strictly prohibited, barring possession of an Extended License. For broader use, such as embedding in products or enabling design creation by third parties, a special license must be obtained through direct communication with us.

These Licensing Terms are crafted to provide clarity and ease of understanding, ensuring Licensees are well-informed of their rights and responsibilities in using Shaped Fonts.

Shaped Fonts Licenses

1. “Standard License”

This license is designed for freelancers and very small companies, specifically those with fewer than 10 individuals. It is a perpetual license that will not expire, ensuring long-term use for your projects.

Inclusions of Standard License:

- Point of Sale (POS) Materials: Utilize the font for materials used in the transactional and promotional aspects at retail locations.
- Print Materials: Freely use the font in any printed matter, from brochures to business cards.
- Logo and Corporate Design: Ideal for creating a unique identity for your brand, including logos and overall corporate aesthetic.

Important Usage Information:

- Social Media and Websites: This license is perfect if you’re using the font in non-embedded formats, such as in logos or images that you upload to social media or your website. However, if you wish to embed the font directly into your website as a webfont, you’ll need to upgrade to a Multimedia License.
- Company Size Requirement: This license is specifically for entities with fewer than 10 individuals. It’s important to note that this refers to the actual number of people in your company or your client’s company, not the number of people using the font. If your company or your client’s company comprises more than 9 individuals, an Extended License is required.

2. “Multimedia License”

Made for freelancers, very small companies, and agencies, the Multimedia License is ideal for entities with fewer than 10 individuals.

Inclusions of Multimedia License:

- Point of Sale (POS) Materials: Use the font for all transactional and promotional materials in retail settings.
- Print Materials: Apply the font across various printed mediums, enhancing your brand’s printed communication.

- **Logo and Corporate Design:** Develop a unique and recognizable brand identity by incorporating the font into your logo and overall corporate design.
- **Webfont Use:** Embed the font directly into your website, enabling consistent typography across all online platforms.
- **Embedding in Apps or Ebooks:** Enhance your digital publications and applications by embedding the font, ensuring a seamless and branded user experience.

Important Usage Information:

- **Social Media and Websites:** If you're looking to use the font for logos or images on social media or websites without embedding it, a Standard License might suffice. The Multimedia License becomes essential when you seek to embed the font as a webfont in your website.
- **For broader use, such as embedding the font to enable design creation by third parties, a special license must be obtained through direct communication with us.**
- **Company Size Requirement:** This license is valid for organizations with up to 9 individuals. This count refers to the total number of people in your company or your client's company, not the number of users of the font. For organizations with more than 9 individuals, an Extended License will be necessary.

3. "Extended License"

The Extended License is specifically crafted for larger companies with more than 9 employees. This license accommodates the broader scale and diverse needs of larger organizations, and allows unlimited users within the company to utilize the font. This perpetual license ensures long-term usability without the need for renewal.

Key Features of the Extended License:

- **Company Size Eligibility:** Tailored for companies with a team size exceeding 9 employees. It's designed to accommodate the expansive and varied requirements of a larger workforce.
- **Unlimited Users:** Upon acquisition of the Extended License, the Licensee is entitled to unrestricted internal usage, permitting an unlimited number of employees within the Licensee's organization to utilize the font. This allowance is designed to accommodate the extensive scale and variety of larger teams and projects. Further, the Extended License includes provisions for external collaborators, such as agencies and freelance designers contracted to produce work on behalf of the Licensee. This extension ensures that all external parties engaged in content creation for the Licensee are authorized to use the font, facilitating comprehensive brand consistency and legal adherence.

- **More Use Cases:** The Extended License comes with a wide range of use cases, including the exclusive option for TV/Cinema Broadcasting, which is not available with Standard or Multimedia Licenses.
- **Non-Expiring:** As with all of our licenses, the Extended License doesn't have an expiry date. It grants perpetual rights to use the font, ensuring your company's long-term branding and design needs are covered.
- **Global Usage:** All Extended Licenses grant the permission to use the font globally. This means that your company can use the font in materials distributed or broadcasted worldwide, without any geographical restrictions.
- **Personalized Pricing:** Understanding that needs vary with the size and type of organization plus the kind of use case, the pricing for the Extended License is determined on a case-by-case basis. Interested parties are encouraged to contact us at ***license@shapedfonts.com*** to discuss the specifics and obtain a tailored quote.

The Extended License is the most comprehensive offering, ensuring larger organizations have the flexibility and legal coverage needed to use the font across all their communication and branding channels.