

**Heavyweight
Digital Type Foundry
End User License Agreement**



**Trial Fonts
(up to 3 Computers)**

The terms and conditions set for below establish an agreement between you and Heavyweight Digital Type Foundry based at Myslíkova 1922/9, 110 00, Praha 1, Czech Republic, governing your use of the trial font software ("Font Software", "Fonts", or "Test Fonts") ordered by you. This End User License Agreement ("EULA", "Agreement", or "License") becomes binding by downloading, installing, or otherwise using Font Software provided by Heavyweight.

What this paragraph means:
This document is a legally binding agreement. You agree to the terms of this document by downloading or using the font software. Please read this document carefully and keep a copy for your records.

1. DEFINITIONS

"Font Software" is digital software that generates typeface and/or illustration designs when used with computers and other software (hereinafter "Font Software" or "Font[s]").

"Licensed Entity" is the individual, company, or legal entity purchasing this License (hereinafter "Licensed Entity" or "you").

"Licensed User" is one (1) human being using one (1) personal computer owned by the Licensed Entity (hereinafter "Licensed User" or "User[s]").

"Geographic Location" is the geographic location of the licensed user at the time the License is purchased. A Licensed User who moves is deemed to have moved the Geographic Location of the Licensed User.

What this paragraph means:
Font Software is software that generates typeface on your computer or other electronic device. The purchaser of the Font Software is called a "Licensed Entity" in this document. A "Licensed User" or "User" is one person using one computer owned by the Licensed Entity.

2. RIGHTS RESERVED

The font software and design of the Fonts created by the software are protected under copyright and other intellectual property law. Heavyweight, its licensors, and their successors and assigns each retain all right and title to their respective software, trademarks, copyrights, and the designs embodied in the Font Software. You agree not to copy the Font Software or create derivative works based upon the Font Software and/or copy its structure, organization, code, and design of the Fonts embodied therein, the trademarks, trade names and service marks.

You hereby agree that this term is contractual in nature and that the unauthorized use of the design of the Font and/or the Font Software shall be

an infringement of Heavyweight's rights, causing significant monetary harm. You further agree that such damages cannot be readily estimated, and Heavyweight shall be entitled, without the obligation of a bond, to seek injunctive relief.

What this paragraph means:
Heavyweight owns all rights to the Fonts, including trademarks and copyrights. You may not copy the fonts or the design of the fonts even to make other fonts based on the fonts. This term is part of a contract. If you break this license we have the right to seek an order to stop you. The Font Software is the exclusive property of Heavyweight. Heavyweight owns all rights, title and interest in and to the Font Software, its structure, organization, code, and design of the Fonts embodied therein, the trademarks, trade names and service marks.

3. GRANT OF LICENSE

Heavyweight grants you a non-transferable, non-exclusive, terminable at will right to use the Test Fonts, the software, and the designs embodied in the Font Software in the attached file solely for the purposes of evaluating the suitability of the typeface design for your uses. You also agree that incorporating the Font Software into other computer programs, sublicensing the Font Software, use of the Font Software for the benefit of third parties, distributing the Font Software, use of the Font Software for any commercial purposes, or the use of the Font Software for any other purpose requires the purchase of a separate license.

What this paragraph means:
This document is a legally binding agreement. You agree to the terms of this document by downloading or using the font software. This license can be terminated at any time. This license is for evaluation of the fonts only and you cannot incorporate the software into other programs or use to benefit other parties. All other uses require a license.

**4. ACCEPTANCE
AND TERMINATION**

Heavyweight may terminate this Agreement for any breach of this Agreement. Upon termination of this Agreement for any reason, you are required to return all original Font Software and any accompanying written material to Heavyweight. You shall also destroy all copies of the Font Software and certify such action in writing. Nothing herein shall be construed as a waiver of any of Heavyweight's rights or remedies under law.

What this paragraph means:
This license is effective when you download the fonts. When this license ends, you must return or destroy the fonts and confirm in writing. Heavyweight retains all rights.

**5. PERMITTED USES
AND RESTRICTIONS**

You may make one copy of the Font Software for back-up purposes only. The

back-up copy must contain all the data contained in the original Font Software. Any back-up copy must prominently display all copyright and trademark notices present on the original Font Software. You agree not to decompile, reverse engineer, modify or change the embedding bits, disassemble, modify, rent, lease, loan, network, and sub-license or distribute in whole or in part, the Font Software. You agree not to create derivative works of the Font Software and/or the design of the typeface created by the Font Software. You agree not to reformat the Font Software or regenerate the Font Software to other into formats.

What this paragraph means:
You can make one back up copy that must be a complete copy. You may not change the code. You cannot rent or lend the fonts. You may not create other fonts based upon this font. You cannot change the format of the font software.

**6. EMBEDDING
PROHIBITED**

Embedding of the Font Software is expressly prohibited. For the purposes of this agreement "embedding" is defined as the temporary duplication of the Font Software in formats that include, but not limited to, the PDF, Flash, TrueDoc and/or other Web Embedding Font Technology formats now in existence as well as any other format that may be created in the future. You are not permitted to convert the fonts for use as web fonts. Certain programs allow embedding of the Font Software or outlines of the typeface embodied in the Font Software in documents which may be transmitted from one computer to another over a network or over the Internet and all such actions are expressly prohibited.

What this paragraph means:
You cannot embed the font software in any .pdf documents or convert to web fonts.

7. NO ASSIGNMENT

The transfer or assignment of this License or any right granted under this Agreement is not permitted. In the event you become insolvent, make a general assignment for the benefit of creditors, or seek the protection of bankruptcy law, or if bankruptcy proceedings are instituted against you, this License shall immediately terminate.

What this paragraph means:
You cannot transfer this license to anyone else. If you file for bankruptcy or become bankrupt, this license ends.

8. COMPLIANCE WITH LAWS

You shall be responsible for your use of the Font Software in connection with all laws, foreign and domestic, relating to the control of exports or the transfer of technology.

What this paragraph means:
You are responsible for following the law relating to your use of the fonts and the transfer of technology.

9. CONFIDENTIALITY

You agree to take all reasonable steps to safeguard the Font Software from any unauthorized use, duplication, sublicensing, or distribution. Furthermore, you shall, on behalf of yourself and any authorized users, retain all confidential information furnished by Heavyweight in connection with or derived from the Font Software in strictest confidence and shall not publish or disclose such confidential information at any time during the term of this Agreement or after its termination. You further agree that the terms and provisions of this Agreement shall remain confidential.

What this paragraph means:

You agree to keep the software safe from copying or unauthorized use. You agree to keep the information regarding this license confidential.

10. REVOCATION OF WARRANTIES

You agree that you are using the Font Software for testing purposes and you expressly acknowledge and agree that use of the Font Software is at your sole risk. The Font Software and related documentation is provided "AS IS" and without warranty of any kind and Heavyweight EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES SHALL LICENSOR BE LIABLE TO LICENSEE OR ANY OTHER PARTY, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS, SAVINGS OR BUSINESS INTERRUPTION AS A RESULT OF THE USE OF THE FONT SOFTWARE EVEN IF NOTIFIED IN ADVANCE OF SUCH POSSIBILITY. Some jurisdictions do not permit the revocation of warranties. If applicable, Heavyweight hereby disclaims all warranties to the extent permitted by the laws of your jurisdiction.

What this paragraph means:

Heavyweight makes no promises regarding the fonts.

11. GOVERNING LAW AND ARBITRATION

The validity, construction, and performance of this Agreement shall be governed by the laws of the Czech Republic without giving effect to its conflict of law provisions or the conflict of law's provisions of other jurisdictions. The parties expressly agree to the personal jurisdiction of the Courts of the Czech Republic or such other courts as Heavyweight may elect for the efficient resolution of any dispute and You expressly waive any jurisdictional defenses and agree to service of process by mail. Licensor expressly reserves all rights to pursue equitable relief including, but not limited to, temporary restraining orders and preliminary injunctions, without the obligation of bond.

What this paragraph means:

This license is controlled by Czech law. You agree that the courts in Czech Republic or another court chosen by heavyweight can hear any dispute. Heavyweight has the right to seek an injunction if we feel there is a problem.

12. SEVERABILITY

If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect, and the invalid provision shall be replaced with a valid and enforceable provision that most closely effects the intent of the invalid provision.

What this paragraph means:

If a part of this Agreement is found to be not valid by a court, the rest of the Agreement remains in place and Heavyweight will replace the invalid term.

13. WAIVER

No waiver by either party, whether express or implied, of any provision of this Agreement shall constitute a continuing waiver of such provision or a waiver of any other provision of this Agreement. No waiver by either party, whether express or implied, of any breach or default by the other party, shall constitute a waiver of any other breach or default of the same or any other provision of this Agreement.

What this paragraph means:

Heavyweight does not agree to an ongoing waiver of a term or condition of this Agreement even if Heavyweight allows one waiver.

14. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties and supersedes all previous agreements, promises, representations, and negotiations between the parties concerning the Font Software.

What this paragraph means:

This agreement replaces any other agreements made between you and Heavyweight.

15. HEADINGS

The numbering and captions of the various sections of this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the terms or provisions of this Agreement.

What this paragraph means:

The headings used in this agreement make the agreement easier to read and do not change the meaning of anything in this agreement.



www.heavyweight-type.com
contact@heavyweight-type.com

If you have any further questions do not hesitate to contact us.