

Mostardesign Type Foundry - Corporate license

Mostardesign Type Foundry End User License Agreement (EULA)
Version 1.0.0 - February 19, 2019

By downloading, installing and/or embedding font software (« font ») of Mostardesign Type Foundry, you (« Licensee ») agree to be bound by the following terms and conditions of this End User Licensing Agreement (« EULA »):

1. This license grants you to :

- Make the fonts available for use to unlimited number of employees, contractors, legal entities and third parties provided they are all working for or are part of licensed organisation or entity only.
- Install the fonts on unlimited number of devices.
- Use the fonts without territorial restrictions.
- Embed the fonts on unlimited number of websites and digital ads with the font-face function.
- Use the fonts in any number of theatrical releases, films, television, internet streaming services, audio-visual projects or games.
- Use the fonts as a part of a cloud-based services for automated creation of documents via internet browsers by unlimited number of end users.
- Install the fonts on ONE (1) server.
- Embed the fonts into hardware products or devices.
- Use the fonts in products that reproduce letter shapes.

2. Requirements and Restrictions

Licensee agrees to abide by the following requirements and restrictions:

- Upload the fonts to any public server or GIT repository available to users outside your organisation or entity.
- Sell, rent or exchange the fonts for anything of value.

3. Term

This EULA grants a perpetual license for the rights set forth in Paragraph 1 unless and until the EULA terminates under Paragraph 8. Mostardesign Type Foundry will not charge additional fees post purchase, annually or otherwise.

4. Other Usage

Licenses for additional servers or SaaS servers not allowed by this EULA may be available for an additional fee.

5. Copyright

The font is protected by copyright law. Mostardesign Type Foundry is the sole, exclusive owner of all intellectual property rights, including rights under copyright and trademark law. Licensee agrees not to use the « font » in any manner that infringes the intellectual property rights of the Foundry or violates the terms of this EULA. Licensee will be held legally responsible, and indemnifies Mostardesign Type Foundry, for any infringements on the foundry's rights caused by failure to abide by the terms of this EULA.

6. Termination

This EULA is effective until terminated. If Licensee fails to comply with any term of this EULA, Mostardesign Type Foundry may terminate the EULA with 30 days notice. This EULA will terminate automatically 30 days after the issuance of such notice.

7. Refunds and Disclaimer

Mostardesign Type Foundry will, at the User's request, provide a refund for the Font if:

- a. The Font has not been used in any published or released work.
- b. No more than 30 days have passed since the date of purchase, specified on the Invoice.
- c. The Font has been uninstalled and deleted from all Licensee's computers.

The Product is provided "as is." Mostardesign Type Foundry makes no warranty of any kind, either expressed or implied, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose.

Mostardesign Type Foundry shall not be liable for any direct, indirect, consequential, or incidental damages (including damages from loss of business profits, business interruption, loss of business information, and the like) arising out of the use of or inability to use the product even if Mostardesign Type Foundry has been advised of the possibility of such damages.

Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to Licensee.

8. Governing Law

This EULA is governed by the laws of France and the State of Nouvelle Aquitaine.