



Out of the Dark
Typefaces GmbH

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EULA

FONT SOFTWARE

END

USER

LICENSE

AGREEMENT

1.1 Licenses and Usage

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1.2 Artificial Intelligence

The Font Software and all of its data—including glyph outlines, metrics, kerning, and hinting information—may not be used to create new fonts or font-based services through artificial neural networks, machine learning, or any other algorithmic or generative methods. This prohibition covers any automated or AI-driven processes that use the Font Software or its data to train deep learning systems for the purpose of synthesizing, generating, or altering fonts, regardless of the intended use, application, or end product.

2.0 Definitions

The Licenses listed below govern the specific terms of usage of the Font Software according to the needs of the User. If you wish to use Out of the Dark Fonts for a purpose not permitted by your purchased license, you must secure a separate license and/or a license extension for an additional fee. Out of the Dark reserves the right to inspect or monitor your usage.

2.1 Desktop License

A Desktop Font is a font software that has been created and optimized to create documents such as, but not limited to: books, newspapers, visual identities. You are allowed to print them on an Output Device producing a usable representation of the Font, such as, but not limited to: a printer, image setter, laser setter, plate maker. You are allowed to produce static images (hereinafter referred to as the Image Files such as, but not limited to: JPEG, TIFF, PNG) subject to the following restrictions: Image Files must feature fixed images of specific applications of the Licensed Fonts rasterized in a pixel grid. Image Files must not feature outlines of the Licensed Fonts, or permit the extraction or extrapolation of outlines of the Licensed Fonts. The embedding of Fonts into digital documents is permitted so long as the Font Software is subset (see Annex I), the document area containing the Fonts can be viewed and printed but not edited and that reasonable measures are taken to ensure recipients of such documents cannot extract or use the embedded Fonts (see Annex I). Rasterized copies of images showing the Font are permitted provided the images do not result in all or substantially all of the characters comprising the Font. If the resulting images show most or all of the Font characters, a rasterized showing of the Font is not permitted. In order to transfer digital files over private computer networks, you are entitled to embed the Licensed Fonts in a secured read-only mode, subject to the following restrictions: you shall secure Embedded Documents against any unauthorized use by any third party, such as extracting the Software or using the Embedded Licensed Fonts for editing purposes or the creation of a new document. The standard Desktop License consists of the right to install and use the Font Software on the number of computing devices identified on your purchase receipt. The installation and the usage on portable computer devices is permitted.



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2.2 Web License

A Webfont is a font software that has been created, optimized or otherwise specifically modified for use on the Internet to style and display text on websites. The websites may be viewed with a web browser and/or via a web-based mobile app. You may use the CSS @font-face technology to style text on websites. Any technologies other than CSS @font-face, including but not limited to sIFR, Cuf.n or Typeface.js are not allowed. Only the WOFF webfont files provided by Out of the Dark may be used. Any use of other formats (such as TTF or OTF) is strictly prohibited. For each license you purchase, you may install the fonts on any number of domains, as long as the overall number of unique visitors does not exceed the number you have purchased licenses for.

2.3 Mobile App License

An App Font is a font software that has been created, optimized or otherwise specially modified for embedding within an App to style and display text. The Mobile App License grants you the right to embed the Font Software for styling dynamic, static or editable text, only in applications built to run natively on mobile operating systems including but not limited to Android, iOS and Windows Mobile. The Font Software must be embedded in a secure manner so that it cannot be extracted from or accessed outside of the App(s). A copy of the Font Software may be provided to a third party app developer who is working on your behalf, for the sole purpose of styling text in the App(s). In order to use the Font Software for any other purpose, the app developer must first obtain an appropriate license from Out of the Dark. The License defines the number of applications the fonts may be embedded in. The different operating systems are included in one license.

2.4 License Extensions

If you wish to use the font software for different environments such as Branding / Server License / Streaming / TV / Merchandise Use etc., you must purchase an individual licensing extension by contacting Out of the Dark directly. → see Annex III

3.0 Intellectual Property Rights

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5.0 Warranties

Out of the Dark represents and warrants to you that the Font Software shall perform substantially in accordance with the installation information provided. If the Software does not perform substantially in accordance with the installation information, the entire and exclusive remedy and liability is limited to the replacement of the Software. To submit a claim, the Licensee must notify Out of the Dark within fifteen (15) days of purchase. Out of the Dark further represents and warrants that the Font Software and the Licensed Fonts do not infringe any third party intellectual property rights. Under no circumstances will Out of the Dark be liable to the Licensee or anyone else for any consequential, incidental or special damages. Out of the Dark does not warrant you the results you may obtain by using the Software. The installation of the Software on the End User's Licensed Unit(s) is the sole responsibility of the Licensee. Out of the Dark has no obligation to grant any assistance to the End User regarding the installation of the Software.

6.0 Miscellaneous

This Agreement shall be terminated upon material failure by you to comply with its terms, if such failure remains uncured after 15 (fifteen) business days from a written notification by Out of the Dark specifying in details the occurred failure. If any part of this agreement is found void and unenforceable, it will not affect the validity of the remainder of the Agreement, which shall remain valid and enforceable according to its terms. This Agreement will not be governed by the United Nations Convention of Contracts for the International Sale of Goods, the application of which is expressly excluded. The End User agrees that this Agreement will be governed by the laws of Switzerland.

7.0 Forum

Any dispute regarding the validity, performance or interpretation of this Agreement shall be subject to the exclusive jurisdiction of the courts of Zurich, Switzerland.



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ANNEX

I Subsetting

What is the difference between Embedded fonts and Subset Embedded fonts?

By preference any fonts that are used in a layout are also included in the PDF file itself. This makes sure that the file can be viewed and printed as it was created by the designer. There are two mechanisms to include fonts in a PDF:

- **Embedding:** A full copy of the entire character set of a font is stored in the PDF.
- **Subsetting:** Only those characters that are actually used in the lay-out are stored in the PDF. If the “\$” character doesn’t appear anywhere in the text, that character is not included in the font. This means that PDF files with subsetted fonts are smaller than PDF files with embedded fonts.

How to subset fonts: It is possible to only include those characters of a font that are actually used in the publication. This technique is called ‘font subsetting’. Usually you can specify that font subsetting needs to be used as soon as less than 100% of the character set of a font is used.

II Secure Embedding

Embedding a font implies making it an integral part of the Publication, not providing the original font file along with the content. Since integrated ZIP support is so ubiquitous in modern operating systems, simply placing the font in the ZIP archive is insufficient to signify that the font is not intended to be reused in other contexts. In order to discourage reuse of the font, the obfuscation recommended by the IDPF is necessary so that the font file cannot be installed directly for use on an operating system with the built-in tools of that computing device, and it cannot be directly used by other EPUB Publications. The obfuscation method recommended by the IDPF are built-in from InDesign CS6 and provided by other software tools such as Sigil.



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III License Extensions

1 Custom Font Name

Enables you to add your own name to the font name.
e.g. "XXXX Toy – Regular"

2 Logos

License to use our fonts in logos, slogans, etc. (static/animated).
Across all media. • Required for companies with more than 10 employees.

3 Broadcast

A broadcasting License enables you to use the font in media on TV and cinema, internet-TV, Video on Demand, DVD/Download to own productions and on screens in public screen-based environments. The licence is measured on the continents that the media will be broadcast to.

4 Social Media

A Social Media License covers the usage on all social channels in posts/videos and paid social media. • Required for social channels with more than 10k followers in total.

5 Online Advertising

A Online Advertising License covers the usage in advertising on websites and mobile platforms such as banners, floating ads, pop ups, video ads, e-mail newsletters etc.

6 Out-of-Home

A Out-of-Home License covers the use in out-of-home advertising (printed and digital) such as on billboards, public screens, street furniture, truck ads, vehicle wraps etc.

7 Merchandise

A Merchandise License covers the use to manufacture commercial and/or promotional merchandise (accessories, apparel, presentation packaging etc.)

8 Electronic Device Displays

License to use the fonts within device displays (ATM, household appliances, ticket machines, entertainment products etc.)

9 Video Games

The Video Games License entitles to use the Font in video games developed for any operating system, including Microsoft Windows, Mac OS, Linux, as well as for game consoles, including PlayStation, Xbox, etc.



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10 ePub License

ePub is an Electronic Publication intended for digital distribution and consumption where the Fonts are embedded in the software and are used to render some or all of the content. An ePub license is valid for file formats such as PDF, EPUB 2.01, EPUB 3, and KF8.

11 Political Campaign

The use of our fonts for political campaigns and messages including slogans, logos, claims, etc. is only allowed with prior written agreement by Out of the Dark Typefaces.

12 Server License

Server licenses authorize the installation of a font on a server that is accessed by remote users or website visitors. Users are not allowed to download the font file and the font may not be used outside the server environment. The font may not be employed for a software as a service (SaaS) application in which the service is the actual product and not the means of providing the product.

13 Third-party License

This License Extension allows use by third-party suppliers, such as agencies or manufacturers that require the font software to produce brand assets. Third party agencies which offer services to the Licensee are allowed to use the font software licensed by the Licensee. The fonts may only be used on projects directly related to and commissioned by the Licensee. Third Party Agencies are bound to License Agreement of Out of the Dark and the Licensee. The font software may also be used by any of the Licensee's wholly owned subsidiaries in accordance with the terms of this Agreement.

14 High-Volume Print Run

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