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INTRODUCTION

This End User License Agreement (the "Agreement") is a contract between Robin Pitchon® and you, the Licensee (the entity or organisation on whose behalf the Fonts are used, and whose name is specified during the checkout or sale process).

By purchasing, downloading, installing or otherwise using the Fonts (computer software containing representations of typeface designs), you are agreeing to the terms of this Agreement.

Upon receipt of full payment of all applicable license fees, Robin Pitchon® grants you the limited, non-exclusive, non-transferrable right to use the Fonts in accordance with the terms of this Agreement. You agree that all rights not granted to you by this Agreement are expressly reserved by Robin Pitchon®.

LICENSE GRANT

Robin Pitchon® grants you a :

perpetual,
non-exclusive,
non-transferable license to

use our font software.

Our licenses include unlimited uses for media, including:

Print,
Websites,
Mobile Applications,
Global Corporate,
Electronic Publications,
Social Networks,
Videos,
Logos,
Movies...

We base our prices on the size of your/your client's company,
with the number of employees being the only factor considered,
rather than :

design agency size,
design department size,
number of font users.

Our font software are available in four perpetual licenses : S (Solo)

M (2-30 people)

L (31-100 people)

XL (>100 people)

These licenses must be purchased once and are valid forever.

You can purchase the S, M, L, XL licenses directly online at robinpitchon.com.

DEFINITIONS

"Licensee Size" is the number of employees, including temporary staff, working for the Licensee.

"Designer" is any entity (such as a design agency or studio, individual designer, or other service bureau) that provides services to the Licensee involving use of the Fonts.

"Subcontractor" is any third party using the Fonts on behalf of the Licensee. Unless the Designer and Licensee are the same entity (i.e. the Designer is creating work for their own organisation), the Designer is a Subcontractor of the Licensee.

OWNERSHIP

The purchase of a license does not give you ownership of the Fonts. You are purchasing the non-exclusive permission to use the fonts in accordance with this license agreement. Therefore all font software, trademarks, electronic data, designs and names remain the property of Robin Pitchon®.

Our font licenses are

**ALL
INCLUSIVE**

That means,

It covers

**ALL
MEDIA**

LICENSE SCOPE

A Commercial license permits you to use the Fonts within your organisation. The Fonts are provided in OTF, TTF, WOFF and WOFF2 formats. Except as otherwise specified by this Agreement, you may install the Fonts on any number of devices within your organisation; use the Fonts on any number of websites owned and controlled by your organisation; and/or embed the Fonts in static documents (such as PDFs), in eBooks, digital products, installable applications,

and other media produced by your organisation

You may only serve the Fonts on websites using the CSS @font-face rule and in the WOFF and WOFF2 formats. Use of the Fonts in OTF format on the web is not permitted. The cost of a Commercial license is determined based on the Licensee Size and categorised in pricing tiers. Should the licensee outgrow its licensed tier over three consecutive months, the licensee must upgrade their license to the correct tier. Licenses can only be upgraded and Robin Pitchon® will not reimburse any cost should the licensee's number of employee's decrease below its license tier.

Robin Pitchon® may at any time, request an audit to confirm you are in accordance with this EULA. On the event of receiving an audit request, you must provide a statement disclosing the total number of employee's a the Licensee's organisation at that point in time. Should the number of employee's exceed your license tier, you must upgrade the license accordingly. For upgrading your license, please contact hello@robinpitchon.com.

SUBCONTRACTORS

A Commercial license permits any number of Subcontractors to use the Fonts, in accordance with this Agreement, on behalf of the Licensee. You are permitted to send copies of the Fonts to Subcontractors for this purpose. You must ensure that any Subcontractor has read and agreed to the terms of this Agreement before receiving the Fonts.

If a Subcontractor stops working for the Licensee, they must destroy all copies of the Fonts in their possession. At no time is any Subcontractor permitted to use the Fonts on behalf of themselves or any party other than the Licensee. Unless a specific exception is granted by Robin Pitchon®, a Subcontractor must not be a subsidiary or parent organisation of the Licensee.

PURCHASE BY DESIGNER

A Designer can purchase a Commercial license on behalf of the Licensee (their client), provided that: the Licensee and Licensee Size are correctly specified during the checkout process; the Licensee has read and agreed to the terms of this Agreement; and the Licensee has expressly permitted the Designer to complete the purchase on their behalf. The Designer is not permitted to quote or invoice the Licensee for any price other than the amount they actually paid for the license.

Prices are based on your/client's

**COMPANY
SIZE**

That means,

You don't have to worry about

**USERS
NUMBER**

TRIAL LICENSE

A Trial Font license is free and permits you to use Trial versions of the Fonts (“Trial Fonts”) for preview, evaluation purposes, and to create proposals for commercial client projects. Trial Fonts are issued with a full character-set and features. The Fonts are only available in OTF format and do not include any variable fonts. You may install Trial Fonts on any number of devices within your organisation. The Trial Fonts must not be shared or redistributed amongst any third party organisations including any Clients or Subcontractors. In order to get a Trial License, please contact hello@robinpitchon.com.

RESTRICTIONS

You must take all reasonable precautions to ensure the Fonts are not accessible to unlicensed third parties or to the general public. The Fonts must not be uploaded onto online storage platforms (such as GitHub or Amazon S3) where they would be accessible to unlicensed third parties.

You are not permitted to:

Decompile,
Modify,
Reverse-engineer,
Reformat,
Alter,
Edit,
Create derivative works of the

Fonts or engage any third party to do so without prior written permission from Robin Pitchon®.

Converting the font to outline and editing these outlines to create artworks is allowed but you may not open the fonts in a specialised font editor to edit and re-export. Should you require a modification to the Fonts, you must discuss this with Robin Pitchon® as a custom font modification project.

Distribute (share, rent, lend,
gift, sell, sub-license, etc.) the Fonts or any copy thereof to any unlicensed third party.

Transfer this Agreement or
any of your rights hereunder to any third party without the prior written permission of Robin Pitchon®.

Use the Fonts in any explicitly
political or religious context, or any context relating to cryptocurrency or the sale of Non-Fungible Tokens (NFTs), without the prior written consent of Robin Pitchon®. Written consent from Robin Pitchon® is also required by news and media organisations or by any state controlled companies.

TERM

This Agreement is effective in perpetuity, except that if you breach any of its terms, Robin Pitchon® reserves the right to charge you the cost of a license covering your actual usage of the Fonts, on a per-infringement basis and without discounts, and/or terminate the license.

As a designer, you can use the fonts on your

**CLIENT'S
BEHALF**

That means,

Your client is the one who needs to

**BUY THE
LICENSE**

WARRANTY

Robin Pitchon® makes no warranties, express or implied, as to merchantability, fitness for a particular purpose, or otherwise. If you encounter an issue or problem with the Fonts, Robin Pitchon® will make a good faith effort to provide a fix or replacement within 30 days of being notified. If the issue cannot be reasonably remedied, Robin Pitchon® may at their discretion offer to refund you, at which point this Agreement will immediately terminate.

Robin Pitchon® shall in no event be liable to you or any other third party for any direct, indirect, consequential or incidental damages arising out of the use or inability to use the Fonts, even if notified in advance. Under no circumstances shall Robin Pitchon®'s liability exceed the cost of the license you purchased. You agree to indemnify and hold Robin Pitchon® harmless from and against any claims or damage which may result from your misuse of the Fonts or breach of this Agreement.

LEGAL

This EULA is governed and construed in accordance with the laws of France. Any dispute that can not be reconciled between parties, shall be submitted to the exclusive jurisdiction of the Paris District Court.

This Agreement constitutes the entire Agreement between Robin Pitchon® and you, and supersedes any prior discussions or negotiations, whether verbal or in writing. No amendment, modification or waiver will be valid or enforceable unless materialised in an agreement signed by Robin Pitchon®.

If any part of this Agreement is found void or unenforceable, it will not affect the validity of the rest of the Agreement, which shall remain valid and enforceable according to its terms. Robin Pitchon®'s failure or election not to enforce a provision of this Agreement is not a waiver of its right to do so later. The numberings and section titles within this Agreement are for convenience and shall not affect or alter the meaning or construction of any terms or provisions of the Agreement.

Thank you for taking the time to read this document. If you have any questions or enquiries, please contact: hello@robinpitchon.com

**THANK
YOU**

For reading this.