



**Nouvelle  
Noire**

Nouvelle Noire GmbH  
End User Licence Agreement

Zurich, 2018  
[www.nouvellenoire.ch](http://www.nouvellenoire.ch)

# End User Licence Agreement

Version 3.0  
1.3.2018



# The 10 most important things you need to know about our EULA.

- 1** These are the 10 main points you need to know about our EULA, but this means that you are not dispensed to read and understand the following EULA.
- 2** We are happy to help you if you have any kind of questions. Contact us via e-mail: [support@nouvellesnoire.ch](mailto:support@nouvellesnoire.ch)
- 3** **Desktop License**  
Our 'Desktop License' grants you the right to install our font(s) on a predetermined number of computers and create as much nice work with them as you wish.
- 4** **Webfont-Selhosting Licence**  
Our 'Webfont Self-Hosting License' license grants you full control over your server's performance – without any monthly or annual subscription fees. This license covers the installation of our font(s) on web servers using the @font-face technique in CSS.  
Trial license?
- 5** **Trust Licence**  
We offer all our fonts as trial versions for free. You just go through the purchase process as if you would buy the font and select the 'Trust License' button before checkout. If you like the typeface, drop us a friendly line and we will get back to you with the full version asap. Once you will use it for a project you will need to buy the license according to your use. But the fonts are already in your hands. We call this 'Trust License'.
- 6** Transferring licences to a third party is not permitted. Selling, lending or otherwise transferring the FONT SOFTWARE to a third party or parties is strictly prohibited.
- 7** Modifying the FONT SOFTWARE is not allowed, even in the event that it is necessary for fulfilling personal design requirements. But we are happy to help you to customize any of our fonts for you specific need. Check out our Type Solutions service online.
- 8** To make a warranty claim, the licensee has to return the FONT SOFTWARE, including a copy of the sales receipt within the forty-day (40) warranty period to NOUVELLE NOIRE.
- 9** You shouldn't cheat us. We want you to be fair with us because the type business is already hard enough.

## 10 Use nice fonts!



## **Introduction**

This End User Licence Agreement for FONT SOFTWARE is a legally binding contract between you (the licensee) and us Nouvelle Noire GmbH (hereinafter NOUVELLE NOIRE). By downloading and /or installing NOUVELLE NOIRE FONT SOFTWARE, you agree to the following terms of this agreement. Once you have downloaded onto your computer any of the FONT SOFTWARE from our website [www.nouvellenoire.ch](http://www.nouvellenoire.ch) after payment by credit card or bank transfer or in case of TRIAL FONT SOFTWARE by just downloading it from a given url, you accept that those goods are non-returnable and non-refundable. If the goods are defective in any way, you agree to inform NOUVELLE NOIRE within thirty (30) days by email and you will be provided with replacements within fortyeight (48) hours. If the licensee refuses to accept a contractual obligation through this licence agreement, he is not permitted to download, access, and /or use the FONT SOFTWARE. The licensee is required to thoroughly and carefully read through the complete licence agreement before agreeing to the conditions specified here.

## **Definitions**

'NOUVELLE NOIRE' shall mean NOUVELLE NOIRE GmbH, its successors and assignees, its parent and affiliated corporations, its authorized distributors, and any third party which has licensed to NOUVELLE NOIRE any or all of the components of the FONT SOFTWARE supplied to the Licensee.

'FONT SOFTWARE' means any FONT SOFTWARE, provided by NOUVELLE NOIRE which, when used on an appropriate Device, Devices or Servers, generates typeface and typographic designs and ornaments. FONT SOFTWARE includes DESKTOP FONTS (.OTF, .TTF), WEBFONTS (.WOFF, .WOFF2, .TTF, .SVG, .EOT) and TRIAL FONTS (.OTF, .TTF). FONT SOFTWARE shall include all bitmap representations of typeface and typographic designs and ornaments created by or derived from the FONT SOFTWARE. FONT SOFTWARE includes upgrades, updates, related files, permitted copies, permitted conversions, and related documentation. The terms of this license will govern any upgrades provided by Licensor that replace and /or supplement the original license, unless such upgrade is accompanied by a separate license in which case the terms of that license will govern.

## **1 Licencing**

### **1.1 DESKTOP LICENCE**

Our 'Desktop License' grants you the right to install our FONT SOFTWARE on a predetermined number of computers. The DESKTOP LICENCE is one-time, perpetual, and upgradable. The FONT SOFTWARE will be transmitted to you in the .OTF format. .TTF files are available on request. Creating webfonts out of FONT SOFTWARE that is licenced under the DESKTOP FONT LICENCE is strictly prohibited.

### **1.2 WEBFONT-SELFHOSTING LICENCE**

This 'Web Licence' grants you rights to use NOUVELLE NOIRE FONT SOFTWARE for a specified Internet domain and a defined number of unique monthly visitors. The WEBFONT-SELFHOSTING LICENCE is one-time, perpetual,

and upgradable. Under this licence you must own the domain and control the content of the licenced websites. The WEBFONT-SELFHOSTING LICENCE allows you to style HTML and SVG documents using the CSS @font-face technique. Other embedding or linking uses or techniques, such as PDF, EPUB, iOS and /or Android native applications and /or in Cufón or sIFR, are not permitted. The FONT SOFTWARE will be transmitted to you in the .EOT, .WOFF, .WOFF2 and .TTF formats. You may not use the FONT SOFTWARE licenced under the WEBFONT-SELFHOSTING LICENCE with any computer software without the purchase of a DESKTOP LICENCE. The FONT SOFTWARE may not be used in any standalone software packages, such as iOS or Android applications, without the purchase of an licence upgrade thatfor.

### **1.3 TRUST LICENCE**

The licensee is allowed to use the FONT SOFTWARE to create any number of documents, designs, presentations, or other such works for academic, speculative, or pitching purposes only. The sale, duplication, publication, distribution, broadcast, performance, or non-academic exhibition of any work created using the FONT SOFTWARE shall be a breach of this Licence Agreement. Once the FONT SOFTWARE will be used for a commercial project a license according to the use must be purchased.

## **2 Usage**

### **2.1**

Upon receipt of your payment and downloading the FONT SOFTWARE, NOUVELLE NOIRE grants you a non-exclusive licence to use the FONT SOFTWARE for your own personal or business purposes according to the terms of this agreement.

### **2.2**

The FONT SOFTWARE underlying this contractual agreement is the intellectual property of NOUVELLE NOIRE.

### **2.3**

Upon full payment of the agreed-upon usage fee, NOUVELLE NOIRE grants the licensee the non-exclusive, non-transferable right to simultaneously use or store the FONT SOFTWARE on as many computers or as many users and as many servers as the payment was made for. In the event that extensions to the above mentioned restriction become necessary, the licensee is obliged to purchase an extended licence.

### **2.4**

The FONT SOFTWARE may not be installed or used on a server that can be accessed via the Internet or other external network system (a system other than LAN) by Workstations, which are not part of a licenced unit. FONT SOFTWARE used with a server based application require a WEBFONT-SELFHOSTING LICENCE. If the FONT SOFTWARE is intended to be used for commercial purposes, each individual licence permits one additional usage (installation) on a personal home or portable computer. The licensee may make back-up copies of the FONT SOFTWARE for archival purposes only, provided that you retain exclusive custody and control these copies.



## 2.5

Transferring the licence to a third party is not permitted. By way of exception, the licensee is authorized to transfer the usage rights and licence to a third party only upon compliance with all of the following conditions: The third party has expressly declared to the licensee to strictly and unrestrictedly submit and adhere to the conditions of this licence agreement for the FONT SOFTWARE. In case of transfer of the licence to a third party, the licensee agrees and is obligated to refrain from further usage of the FONT SOFTWARE, and, regardless of where it is located, agrees and is obligated to delete the FONT SOFTWARE and is not permitted to retain any copies, in whole or in part, of such.

## 2.6

For the exclusive purpose of outputting certain files, the licensee is permitted to transfer a copy of the FONT SOFTWARE which is used for creating the pertinent file to a commercial printer or another service company. In the event of any text modification, the service company is required to possess its own licence. The licensee has to inform the commercial printer/pre-press/service company about the content of this Licence Agreement.

## 2.7

Embedding of the FONT SOFTWARE into electronic documents is only permitted under the absolute assurance that the recipient cannot use the FONT SOFTWARE to edit or create a new document ('READ-ONLY'). It must be ensured that the FONT SOFTWARE cannot be fully or partially extracted and or copied from the mentioned documents.

## 2.8

The licensee may electronically distribute FONT SOFTWARE embedded in a 'Personal or Internal Business Use' document only when the FONT SOFTWARE embedded in such document is in a static graphic image (e.g., a 'gif' image) or an embedded electronic document (e.g., a 'pdf' file, or an 'Adobe FlashTM' file), and is distributed in a secure format that permits only the viewing and printing (and not the editing, altering, enhancing, modifying, or extracting) of such static graphic image or embedded document.

## 2.9

If the licensee intends to edit or modify a document containing the embedded FONT SOFTWARE, a request must be made to NOUVELLE NOIRE. NOUVELLE NOIRE will then conclude a Licence Extension for Font Embedding. This Licence Extension for Font Embedding is subject to an additional fee.

## 2.10

You are not granted any right to use the Licensed FONT SOFTWARE in any 'High Risk' application used for controlling aircraft or other modes of human mass transportation, nuclear or chemical facilities, life support systems, implantable medical equipment, motor vehicles, weaponry systems, or any similar scenario.

## 3 Rights and Limitations

### 3.1

Selling, lending or otherwise transferring the FONT SOFTWARE to a third party or parties is strictly prohibited. In addition, transferring the FONT SOFTWARE as a component or subcomponent of other products, e.g., electronic documents or sublicences, to a third party or parties is also strictly prohibited. Further the production and distribution of products whose form are based solely on characters and/or contours from our FONT SOFTWARE is also strictly prohibited.

### 3.2

Modifying the FONT SOFTWARE is prohibited, even in the event that it is necessary for fulfilling personal design requirements. If the licensee wants to make modifications, consent and permission has to be obtained from NOUVELLE NOIRE. Non-compliance with this provision voids any and all support rights and warranties granted by NOUVELLE NOIRE and makes object of violation and breach of this licence agreement. Specifically, it is prohibited to change or modify the Font names used as identifying tags in the FONT SOFTWARE in any form or manner. If such changes or modifications become necessary, prior written consent has to be obtained from NOUVELLE NOIRE by email. Any breach of the terms and conditions of this agreement terminates your license to use the FONT SOFTWARE. After any termination of the agreement you must destroy all copies of the FONT SOFTWARE, including your archival copies.

## 4 Warranty and Liability

### 4.1

After reception of the FONT SOFTWARE by the licensee, NOUVELLE NOIRE grants a forty-day (40) warranty guaranteeing that the FONT SOFTWARE is essentially free from material defect in accordance with the documentation. To make a warranty claim, the licensee has to return the FONT SOFTWARE, including a copy of the sales receipt within the forty-day (40) warranty period to NOUVELLE NOIRE. If the FONT SOFTWARE is not essentially free from material defect in accordance to the documentation, the entire and exclusive liability and remedy shall be limited to either, at NOUVELLE NOIRE's option, the replacement of the FONT SOFTWARE or the refund of the licence fee that the licensee paid for the FONT SOFTWARE. NOUVELLE NOIRE does not and cannot warrant the performance or results the licensee may obtain by using the FONT SOFTWARE or documentation. The foregoing states the sole and exclusive remedies for NOUVELLE NOIRE's or its suppliers' breach of warranty. Except for the foregoing limited warranty, NOUVELLE NOIRE and its suppliers make no warranties, express or implied, as to non-infringement of third party rights, merchantability, or fitness for any particular purpose. In no event NOUVELLE NOIRE or its suppliers will be liable to the licensee for any consequential, incidental or special damages, including without limitations any lost profits, lost data, lost business opportunities or lost savings, loss of goodwill, lost business interruption, work stoppage, loss of data, or computer failure, even if NOUVELLE NOIRE has been advised of the possibility of such damages, or for any claim against the licensee by any third party seeking



such damages even if NOUVELLE NOIRE has been advised of the possibility of such damages.

The foregoing limitations will apply even if the above-stated remedy fails of its essential purpose. Licensor and Licensee acknowledge and agree that these limitations are an essential element of this agreement and that the price for the Licensed Software is determined in part by taking into account the existence of these limitations. Some states or jurisdictions do not allow the exclusions of limitations of incidental, consequential or special damages, so the above exclusion may not apply to the licensee. Also, some states or jurisdictions do not allow the exclusions of implied warranties or limitations on how long an implied warranty may last, so the above limitations may not apply to the licensee. To the extent permitted by law, any implied warranties are limited to forty (40) days. If any part of this EULA shall be or become invalid, then it shall be replaced by that valid regulation which comes closest to its meaning and intention. All other parts of this EULA shall remain valid in that case.

#### **4.2**

The licensee agrees that the FONT SOFTWARE and documentation, and all copies thereof, are owned by NOUVELLE NOIRE; and its design, structure, organization and encoding are valuable property of NOUVELLE NOIRE and/or its suppliers. The licensee agrees that the FONT SOFTWARE and documentation are protected by the copyright laws of other countries, and by international treaties. In addition, the licensee agrees to treat the FONT SOFTWARE in the same manner corresponding to other copyrighted products, e.g., books. With the exception of the points explicitly mentioned here, copying and distribution of the FONT SOFTWARE is not permitted. All copies that the licensee is permitted to produce on the basis of this agreement have to contain the same copyright and other property clauses as those on or contained in the FONT SOFTWARE. The licensee declares not to modify, adapt or translate the encoding of the FONT SOFTWARE, nor reproduce, decompile, disassemble, change, modify or otherwise attempt to reveal the source code of the FONT SOFTWARE.

The licensee is also aware that FONT SOFTWARE is never completely errorfree and that the FONT SOFTWARE may therefore contain errors, which can affect functionality and operation.

The licensee agrees that the FONT SOFTWARE will not be shipped, transferred or exported into any country or used in any manner prohibited by the applicable export law, or other governmental restrictions or regulations of your country. This Agreement may only be modified in compliance with NOUVELLE NOIRE.

#### **4.3**

Claims exceeding the preceding warranty claims, e.g., compensation for idle time, loss of production, waste of material and other indirect damage, are explicitly excluded, provided said damage was not willfully or intentionally brought about or caused by gross negligence on the part of NOUVELLE NOIRE. Liability is not assumed insofar as the damage does not stem from a grossly negligent breach of duty by NOUVELLE NOIRE.

## **5 Confidentiality Obligation**

### **5.1**

The licensee is obligated to undertake all necessary steps to prevent unauthorized access to the isions and conditions.

## **6 Final Provisions**

### **6.1**

This contract represents an agreement between the parties. Verbal and collateral agreements do not exist.

### **6.2**

Changes to this contract require written form. This also applies to changes to this written form clause.

### **6.3**

Any and all disputes arising from, or in connection with, this contract as well as any dispute over the materialization of this contract are exclusively subject to the law of Switzerland. The rights and obligations of the parties arising from this contract are based on Swiss law, even in the event that the exertion or breach of contractual rights takes place in a foreign country. Place of jurisdiction is Zurich/Switzerland.

### **6.4**

This agreement is not governed by the 'United Nation Convention on Contracts for the International Sale of Goods (CISG)'.

## **7 Amendment**

### **7.1**

NOUVELLE NOIRE reserves the right, in its sole discretion, to amend this Agreement from time to time by posting an updated version of the Agreement on [www.nouvellenoire.ch](http://www.nouvellenoire.ch), provided that disputes arising hereunder will be resolved in accordance with the terms of the Agreement in effect at the time the dispute arose. Existing licensees will be informed about all amendment that affect the licensee in any way, by email. Changes to these terms will be effective upon the earlier of your first use of the FONT SOFTWARE with actual knowledge of such change, or thirty (30) days from publishing the amended Agreement on [www.nouvellenoire.ch](http://www.nouvellenoire.ch). If there is a conflict between this Agreement and the most current version of this Agreement, published at [www.nouvellenoire.ch](http://www.nouvellenoire.ch), the most current version of this License shall govern. Your use of the FONT SOFTWARE after the amended Agreement becomes effective constitutes your acceptance of the amended Agreement.