



# Commercial License

## 1. Introduction

1.1 This End User License Agreement (“Agreement”) is a legal contract between Flavia Zimbardi (“Foundry”) and you, the Licensee (the entity or organization on whose behalf the Fonts are used and whose details are provided at purchase).

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

1.3 Upon receipt of full payment, the Foundry grants you a limited, non-exclusive, non-transferable, worldwide, and perpetual right to use the Fonts in accordance with this Agreement.

1.4 All rights not expressly granted are reserved by the Foundry.

## 2. Definitions

2.1 Company Size is the number of people, including part-time and full-time employees and temporary staff, working for the Licensee.

2.2 Licensee is any entity (such as an individual designer, agency, studio, or company) purchasing and using the Fonts, including employees, contractors, and affiliates acting on its behalf.

2.3 Project Status refers to the level of development of each Font release, designated either In-Progress or Graduated, as indicated on the product page.

2.4 Subcontractor is any third party using the Fonts on behalf of the Licensee.

Unless the Designer and Licensee are the same entity, the Designer is a Subcontractor of the Licensee.

## 3. License Scope

3.1 A Commercial license permits you to use the Fonts within your organization. The Fonts are provided in OTF and WOFF2 formats. Alternative formats might be provided upon request, at the discretion of the Foundry.

3.2 Except as otherwise specified by this Agreement, you may install the Fonts on any number of devices within your organization; use the Fonts on any number of websites owned and controlled by your organization; and/or embed the Fonts in static documents (such as pdfs), in eBooks, digital products, installable applications, and other media produced by your organization.

3.3 You may only serve the Fonts on websites using the CSS @font-face rule and in the WOFF2 format. Use of the Fonts in OTF or other uncompressed formats on the web is not permitted.

3.4 The cost of a Commercial license is determined based on the Company Size.

## 4. Versions & Updates

4.1 Fonts released as In-Progress follow a version-based publishing model. The Licensee receives access to all styles available at the time of purchase, as a package, along with free updates while the project remains In-Progress. Once a project reaches Graduated status, update access ends.

4.2 Fonts released as Graduated are considered complete. Licenses apply only to the version delivered at the time of purchase and do not include future updates or expansions. In the case of new styles, scripts, or further development being released later, these are treated as separate products and require a new license.

## 5. License Extensions

The following applications are not granted by the standard Commercial License and a custom Extension must be obtained prior to use:

- Producing merchandise or products for sale, including alphabet- or letterform-based items;
- Embedding the Font Software in editable documents, products, or interfaces;
- Using the Font Software in products or services that allow end users to create, customize, or export their own designs (e.g. templates, generators, platforms).

## 6. Subcontractors

6.1 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 they receive the Fonts.

6.2 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.

6.3 Unless a specific exception is granted by the Foundry, a Subcontractor must not be a subsidiary, parent organization, or other affiliate of the Licensee.

6.4 You must include a copy of this Agreement any time you share the Fonts with another licensed user or Subcontractor.

## 7. General Restrictions

You must take all reasonable precautions to ensure the Fonts are not accessible to unlicensed third parties or to the general public, and are not permitted to:

- Decompile, modify, reverse-engineer, reformat, alter, edit, or create derivative works of the Fonts or engage any third party to do so without prior written permission from the Foundry;
- Distribute (share, rent, lend, gift, sell, sublicense, etc.) the Fonts or any copy thereof to any unlicensed third party;
- Use the Fonts, or typeface designs embodied in them, directly or indirectly to train, develop or enhance any artificial intelligence (AI) system, machine learning model or algorithm, including but not limited to text or image generation models;
- Use the Fonts in any violent, hateful or discriminatory context.

## 8. Term

This Agreement is effective in perpetuity, except that if you breach any of its terms, the Foundry 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.

## 9. Warranty

9.1 The Foundry makes no warranties, express or implied, as to merchantability, fitness for a particular purpose, or otherwise.

9.2 If you encounter an issue or problem with the Fonts, the Foundry 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, the Foundry may at their discretion offer to refund you, at which point this Agreement will immediately terminate.

9.3 The Foundry 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.

9.4 Under no circumstances shall the Foundry’s liability exceed the cost of the license you purchased. You agree to indemnify and hold the Foundry harmless from and against any claims or damage which may result from your misuse of the Fonts or breach of this Agreement.

## 10. Legal

10.1 This Agreement is subject to and governed by the laws of Germany. This Agreement constitutes the entire Agreement between the Foundry and you, and supersedes any prior discussions or negotiations, whether verbal or in writing.

10.2 No amendment, modification or waiver will be valid or enforceable unless materialized in an agreement signed by the Foundry.

10.3 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. The Foundry’s failure or election not to enforce a provision of this Agreement is not a waiver of its right to do so later.