

INTRODUCTION

Thank you for licensing Fonts from Central Type! If you have any questions or concerns regarding this EULA, please reach out to mark@centraltype.com

THIS IS A BINDING LEGAL AGREEMENT between You (“the Licensee”) and Central Type LLC (“the Licensor”).

Please read this Agreement before purchasing, downloading, installing or using the Fonts.

1. DEFINITIONS

- 1.1** “Licensee” refers to the business or organization purchasing the license, along with its employees, subcontractors, and authorized users. If the Fonts are used in client work, the client commissioning that work is also considered the Licensee.
- 1.2** “Company size” is defined as the total number of workers employed or retained by the Licensee, including full-time, part-time, and contracted staff, at the time of licensing.
- 1.3** “Subcontractor” means any third party authorized to use the Fonts on behalf of the Licensee. Where the Designer is not the same legal entity as the Licensee, the Designer shall be deemed a Subcontractor under this Agreement.
- 1.4** “Central Type” refers to Central Type LLC, its representatives, and authorized agents, including Mark Butchko.
- 1.5** “Fonts” means the proprietary typeface design software, files, and associated digital assets provided by Central Type.
- 1.6** “License” means this agreement between the Licensee and Central Type, which grants the Licensee permission to use the Fonts under the terms of this Agreement.
- 1.7** “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.

2. SCOPE OF LICENSE

The License is non-exclusive, non-transferable, and non-assignable. It is granted worldwide and in perpetuity. The cost of the License is based on the metrics selected at checkout or a separately agreed fee between Central Type and the Licensee.

The License remains valid if the Company Size grows, provided the information submitted at the time of purchase was accurate. All License fees are charged as one-time payments, and the License becomes effective only after full payment has been received, as confirmed by the invoice or receipt.

3. SUBCONTRACTORS

The Unlimited Enterprise License permits the Licensee to provide the font to Subcontractors solely for work performed on the Licensee’s behalf and in accordance with this Agreement. The Licensee is responsible for its Subcontractors’ use of the font. Subcontractors may not use the font for themselves or any other party and must delete all copies upon completion of their work for the Licensee.

4. LICENSE & OWNERSHIP

The Licensee acknowledges that purchase of a License grants only a right to use the Fonts in accordance with this Agreement and does not transfer ownership. All copyrights and other intellectual property rights in and to the Fonts remain solely with Central Type.

5. TRANSFER & DISTRIBUTION

The Licensee shall not sell, lease, sublicense, assign, or otherwise transfer this Agreement or any rights or obligations hereunder, whether in whole or in part, including by merger, acquisition, or operation of law. The Licensee shall further not distribute, lend, rent, sell, give away, or otherwise make available the Fonts except as expressly permitted under this Agreement.

6. CLIENT TRANSFER

The Desktop License is non-transferable, and the Licensee is determined at the time of purchase and may not be changed thereafter. Where an agency or designer is purchasing on behalf of a client, the License should be acquired in the client’s name. Any use of the Fonts by the Designer outside the scope of work for the Licensee requires a separate license.

7. MODIFICATIONS

Licensee is not permitted to modify the Fonts using font manipulation software to create a usable font without first gaining the express written permission of Central Type to do so.

8. GENERATIVE AI

Licensee is not permitted to use the Fonts, or any data extracted from them, for the purpose of developing, training, or operating generative artificial intelligence or other machine learning systems.

9. TECHNICAL ISSUES & REFUNDS

Central Type strives to provide Fonts of the highest quality, but technical issues may occasionally occur. If defective Fonts cannot be repaired, the Licensee may request a full refund within 30 days of purchase. Any refund immediately terminates the license, and all copies of the Fonts must be deleted. Refunds are not available under any other circumstances.

10. LIABILITY & WARRANTIES

The Fonts are provided “as is,” and Central Type does not guarantee that they will work in every situation or without errors. Central Type is not responsible for indirect or unexpected damages, including lost profits, business interruption, or loss of data or information resulting from the use of the Fonts. If you experience any such problems from using the Fonts, Central Type’s total liability is limited to the amount you paid for the License.

11. TERMINATION

Any breach of the terms of this agreement will immediately terminate your license to use the Fonts. After termination of the license, you must destroy any copies of the Fonts in your possession.

12. GOVERNING LAW

This Agreement is governed by the state of Illinois law. Any disputes shall be resolved through arbitration in Illinois. This Agreement constitutes the entire Agreement between Central Type and You, and supercedes any prior discussions or negotiations, whether verbal or in writing.

13. INDEMNIFICATION

Central Type agrees to defend, indemnify and hold the Licensee harmless from and against any losses, damages, expenses, and costs, including reasonable attorneys' fees, from any claim by a third party arising from or related to Central Type's breach of this Agreement or Central Type's act, error, or omission.

The Licensee agrees to indemnify Central Type against any claims arising from unauthorized use of Fonts.

14. PERMITTED INSTALLATION & USES

14.1 INSTALLATIONS

The Licensee may install the Fonts on any number of devices within the the Licensee's organization; use the Web Fonts on any number of websites owned and controlled by The Licensee; and/or embed the Fonts in static documents (such as pdfs), in eBooks, digital products, installable applications, and other media produced by The Licensee.

14.2 LICENSED USAGE

The Licensee may use the Fonts for any materials, advertisements, websites, packaging, displays, broadcast content, products or digital content/ads related to the business, promotion, branding and marketing of the Licensee, in any and all media, whether now known or hereafter invented.

Licensed uses include:

- Using the Licensed Web Fonts on the web, for styling HTML web pages, is permitted using CSS @font-face. You may use the Fonts on any number of websites owned and controlled by the Licensee.
- Using the Fonts in the production of printed images and static digital images for digital distribution in raster and vector formats.
- Embed Fonts into a any software applications or games developed and produced by the Licensee.
- Using the Fonts for any animated content, motion graphics, video files, broadcast content or moving pictures (GIF) related to the branding, promotion, and marketing of the Licensee.
- Using the Fonts in a logo, logotype, or wordmark. This covers trademark registration with the logo.

15. GENERAL RESTRICTIONS

- 15.1** Use of the Fonts in OTF or other uncompressed formats on the web is not permitted.
- 15.2** Licensee may not sell, lease, sublicense, or otherwise assign or transfer any rights, duties, or obligations under this Agreement, in whole or in part, to any person or third-party, including by merger. You may not distribute, lend, rent out, sell, give away, or share the font files for any reason not stated in this Agreement.
- 15.3** Licensee 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 it would be accessible to unlicensed third parties.
- 15.4** Modification of the Fonts using font manipulation software to create a usable font is prohibited unless expressly authorized in writing by Central Type.
- 15.4** Licensee is not permitted to use the Fonts in any application in which an unlicensed third party could use them to customize their own designs or to create static documents or images (e.g. an online design application, iron-on lettering product, or print-on-demand service, etc).

Thank you for taking the time to read this document.

If you have any questions or concerns, please contact:
mark@centraltype.com