ORANGE SLICE TYPE
End User License Agreement (EULA)

This document represents a legal agreement between you (the "Licensee") and Orange Slice Type (referred to herein as "Licensor").

ORANGE SLICE TYPE LICENSE AGREEMENT FOR FONT SOFTWARE

By installing and utilizing the Font Software, you are consenting to be bound by this agreement's terms, which outline the permissible use of the software and any related materials provided by the Licensor.

End User License Agreement (EULA)
Our general EULA is the foundational agreement governing all licensing arrangements.

Specific User License (SUL)
The SUL augments the general EULA, detailing specific usage rights and restrictions for the end user.

Combined, these two documents compose the complete licensing agreement.

"Font Software" encompasses the coded software that produces font designs when used with appropriate devices, inclusive of any supplementary data or documentation and updates or beta versions thereof.

1 RIGHTS OF USE AND LICENSE

1.1. The Licensee is granted a limited, non-exclusive, non-assignable, and non-transferable right to use the Font Software upon full payment, in line with the terms here and the stipulations of the SUL.
1.2. DESKTOP/PRINT: The Font Software may be installed on a specified number of computers and used by a certain number of users, as defined in the SUL.
1.3. SERVER: Installation on a local network server is permitted provided it is not internet-accessible and is confined to licensed users.
1.4. WEB: For web embedding, a separate web license is required and is domain and page-view specific.
1.5. APP: App embedding is restricted by app numbers and download rates.
1.6. DIGITAL ADVERTISING & SOCIAL MEDIA: Special licenses are necessary for these uses.
1.7. LOGO: Use of the Font Software in branding elements necessitates additional fees.
1.8. PDF/IMAGES: Embedding in secured, read-only documents is permitted.
1.9. ADDITIONAL LICENSING: Any other use must be appropriately licensed.
1.10. THIRD-PARTY: Each entity must have its own license.
1.11. Limited transfer to a third party for outputting purposes is permitted under strict conditions.
1.12. Any modifications to the Font Software require written consent from the Licensor and adhere to the terms of this EULA.

2 INTELLECTUAL PROPERTY RIGHTS

2.1. The Font Software is protected by copyright and intellectual property laws.
2.2. Unauthorized use is subject to legal action and financial penalties.
2.3. No exploitation of the Font Software is permitted outside the scope of the license.

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page 1 of 4

3   TRADEMARK USAGE

3.1.   Trademarks must be used in accordance with trademark laws and solely to denote output from the Font Software.

4   WARRANTY AND LIABILITY

4.1.   The Licensee agrees that no software is ever completely flawless. This Font Software might also contain flaws, which could limit functionality and operation.

4.2.   The Licensor guarantees to the Licensee that the Font Software will perform substantially as depicted in the documentation for the ninety- (90) day period following the receipt of the Font Software, when used on the recommended operating system and hardware configuration. The warranty does not apply to any Font Software converted, manipulated, or modified by the Licensee.

4.3.   All warranty claims must be made, along with proof of purchase, within such ninety- (90) day period.

4.4.   If the Font Software does not perform substantially in accordance with the documentation mentioned above, the entire liability of the Licensor and the exclusive remedy will be limited, as determined by the Licensor, either to replacement of the Font Software or to a refund of the license fee.

4.5.   The Licensor disclaims all liability for any loss, cost, or damage, including without limitation indirect, special, consequential, or incidental damages, including any lost profits or lost savings, loss of goodwill, business interruption, work stoppage, loss of data, or computer failure, damage, or malfunction, or for any claim by any party, even if the Licensor has been apprised of the possibility of such damages, and regardless of the theory (including contract, tort, strict liability, negligence, or otherwise) upon which such claim is based.

4.6.   In no event shall the Licensor's total liability to the Licensee for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the amount paid by the Licensee under this agreement. The foregoing limitations will apply even if the above-stated remedy fails in its essential purpose.

4.7.   The Licensor shall not be liable for damages and the Licensee shall not have the right to terminate this Agreement for any delay or default in delivery of the Font Software resulting directly or indirectly from acts of nature, forces or causes beyond its reasonable control (Force Majeure) including, but not limited to: internet failures, network failures, computer equipment failures, telecommunications equipment failures, other equipment failures, electrical power failures, acts of God, terrorist action, acts of civil or military authority, government actions, fires, epidemics, riots, wars, sabotage, insurrections, labor shortages, or disputes.

4.8.   The Licensor is liable for infringements of duty in the case of intent and gross negligence and also if an important contractual duty is infringed, provided that the attainment of the contractual goal is at risk (cardinal duty) and also for basic negligence. All other claims for compensation are excluded. This limitation of liability does not apply if the Licensor has assumed a guarantee for damages that must be compensated in accordance with statutory provisions and also for losses to life, body, and health.

4.9.   Some states or other jurisdictions do not allow the exclusion of implied warranties, so the above exclusions may not apply to the Licensee. The Licensee may also have other rights that vary from state to state and jurisdiction to jurisdiction.

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page 2 of 4

5   AGREEMENT TERMINATION

5.1. The Licensor may terminate the Licensing Agreement immediately by notice (via email) to the Licensee upon failure by the Licensee to comply with the terms of this EULA, including, without limitation, by use exceeding the scope of use granted in the Specific User License (SUL).

5.2. The Licensor may terminate the Licensing Agreement or suspend the Licensee's rights to use the Font Software upon notice (via email) to the Licensee if:

   5.2.1.   the Licensee or one of the Licensee's employees has materially breached any obligation of this agreement and failed to cure the breach to the Licensor's reasonable satisfaction within fifteen (15) days following receipt of notice of the breach;

   5.2.2.   a third party has used the Font Software by employing the Licensee's access rights or the Licensee's copy of any software.

5.3. The termination of the licensing agreement shall automatically terminate and extinguish the Licenses granted herein. Upon any such termination, the Licensee shall immediately destroy the original and all copies of the Font Software in his or her possession and give notice about that to the Licensor. The Licensee shall have no further right to use the Font Software pursuant to this EULA. All confidentiality obligations of the Licensee under this EULA will continue for two (2) years after any expiration or termination of this EULA.

5.4. The Licensor reserves the right to (a) require that the Licensee immediately cease any unauthorized use in violation of the terms of this Agreement and (b) assess additional fees for the unauthorized use.

5.5. The Licensor's rights and remedies under this EULA shall be cumulative and not exclusive of any other rights or remedies provided hereunder or by law.

6   FINANCIAL TERMS

6.1. License fees are based on the selected license during the order process.

7   LICENSEE RESPONSIBILITIES

7.1. The Licensee is responsible for adhering to all terms of this agreement.

7.2. The Licensee must implement reasonable security measures to ensure that the Font Software cannot be accessed by unauthorized parties.

7.3. In the event of a breach of security, the Licensee must immediately inform the Licensor and take all necessary steps to prevent further unauthorized use.

7.4. The Licensee agrees to keep detailed, accurate, and up-to-date records of the number of copies of the Font Software in use and to furnish such records to the Licensor upon request.

7.5. The Licensee shall refrain from making any false or misleading statements regarding the Font Software or the Licensor in any of their marketing, advertising, or promotional materials.

8   MISCELLANEOUS

8.1. This EULA constitutes the entire agreement between the Licensee and the Licensor relating to the Font Software and supersedes all prior or contemporaneous oral or written communications, proposals, and representations with respect to its subject matter.

8.2. If any provision of this EULA is held to be void, invalid, unenforceable, or illegal, it

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page 3 of 4

shall be severed from this EULA and the remaining provisions will remain in full force and effect.

8.3.   This EULA may not be modified except by a written agreement that is signed by authorized representatives of both parties.

8.4.   The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

8.5.   This EULA and all matters arising out of or relating to this EULA shall be governed by the substantive laws of the Netherlands, without regard to conflicts of laws principles thereof.

8.6.   Any dispute arising under or in relation to this EULA shall be resolved in the competent courts of the Netherlands, and both parties consent to the jurisdiction of such courts.

8.7.   The Licensee acknowledges that the Font Software contains trade secrets and proprietary information of the Licensor and agrees to maintain the confidentiality of the Font Software using at least as great a degree of care as it uses to maintain the confidentiality of its own most confidential information.

8.8.   This EULA is not assignable or transferable by the Licensee without the prior written consent of the Licensor; any attempt to do so shall be void.

By installing and using the Font Software, the Licensee signifies their agreement to this EULA and confirms their understanding of its terms.

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page 4 of 4