

# FONT LICENSE AGREEMENT

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This Font License Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[FOUNDRY / LICENSOR LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. limited liability company] with its principal place of business at [LICENSOR ADDRESS] ("**Licensor**"); and

[LICENSEE LEGAL NAME], [an individual / a [STATE] [ENTITY TYPE]] with an address at [LICENSEE ADDRESS] ("**Licensee**").

Licensor and Licensee are each a "**Party**" and together the "**Parties**."

**Recitals.** Licensor designs and owns or controls digital typefaces and the related font software, and wishes to license them to Licensee for the uses described below. Licensee wishes to license the fonts on the terms below. In consideration of the mutual promises below, the Parties agree as follows.

## 1. Definitions and License Grant

**1.1 Font Software.** "**Font Software**" means the digital font files identified in **Exhibit A**, including the typeface designs, the software that renders them, and any related documentation or updates Licensor provides.

**1.2 License Type.** "**License Type**" means the category of use licensed, as selected in **Exhibit A** (for example, [DESKTOP / WEB / APP / EBOOK / BROADCAST]), each of which carries the scope and limits described in this Agreement and **Exhibit A**.

**1.3 Permitted Seats / Volume.** "**Permitted Seats / Volume**" means the number of users, workstations, page views, applications, or other metric stated in **Exhibit A** that defines the size of the license.

**1.4 Grant.** Subject to this Agreement and Licensee's payment of the fees, Licensor grants Licensee a non-exclusive, non-transferable, non-sublicensable, [PERPETUAL / TERM-LIMITED] license to install and use the Font Software within the License Type and the Permitted Seats / Volume, solely for Licensee's own design and publishing activities.

**1.5 Reservation of rights.** Licensor reserves all rights not expressly granted. The Font Software is licensed, not sold, and Licensor retains all right, title, and interest, including the copyright in the Font Software and the typeface designs.

## 2. Scope by License Type

**2.1 Desktop use.** A desktop license permits installation on the number of workstations stated in **Exhibit A** to create static graphics and printed documents. Output (such as PDFs and images) may be distributed, provided the Font Software itself is not embedded in editable form or extractable.

**2.2 Web use.** A web license permits self-hosting or serving the licensed webfont files on the domains stated in **Exhibit A**, up to the page-view or unique-visitor volume stated there. Webfont files must be served in a manner that does not permit download and reuse of the underlying desktop fonts.

**2.3 App and embedded use.** An app or embedded license permits embedding the Font Software in the number and type of applications or devices stated in **Exhibit A**, in a manner that prevents extraction of the Font Software.

**2.4 Other use types.** Any ebook, broadcast, server, or other specialized use is licensed only if expressly selected in **Exhibit A**, with the scope stated there.

### 3. Restrictions

**3.1 No redistribution.** Licensee will not sell, sublicense, lend, rent, share, or otherwise distribute the Font Software as standalone files, including by posting it to a public repository or sharing it with a third party other than as Section 3.3 permits.

**3.2 No modification.** Licensee will not modify, reverse engineer, decompile, or create derivative typefaces from the Font Software, except that Licensee may generate webfont or subset files solely for its own permitted use where Licensor's tools or license permit.

**3.3 Service providers.** Licensee may provide the Font Software to a contractor or agency solely to perform work for Licensee, provided the contractor uses it only for that work, does not retain copies afterward, and is bound by terms at least as protective as this Agreement. Licensee remains responsible for their compliance.

**3.4 No trademark registration.** Licensee will not register the typeface design or its name as a trademark.

**3.5 Notices.** Licensee will not remove or alter any copyright, trademark, or license notices in or accompanying the Font Software.

### 4. Fees and Payment

**4.1 License fee.** Licensee will pay the fee stated in **Exhibit A**, calculated based on the License Type and Permitted Seats / Volume. Unless **Exhibit A** says otherwise, fees are stated in **[CURRENCY, e.g. US dollars]** and are exclusive of taxes.

**4.2 Upgrades.** If Licensee's actual use exceeds the Permitted Seats / Volume, Licensee will promptly notify Licensor and pay the applicable upgrade fee for the larger license.

**4.3 Invoicing and payment.** Licensor will invoice Licensee **[ON SIGNING / ON DELIVERY / AS STATED IN EXHIBIT A]**, and Licensee will pay each undisputed invoice within **[NUMBER, e.g. 30]** days of the invoice date.

**4.4 Late payment.** Undisputed amounts not paid when due accrue interest at the lesser of **[e.g. 1.5%]** per month or the maximum rate permitted by applicable law, from the due date until paid.

**4.5 Taxes.** Licensee is responsible for all sales, use, and similar taxes arising from the license, except taxes based on Licensor's net income.

### 5. Delivery, Updates, and Support

**5.1 Delivery.** Licensor will deliver or provide access to the Font Software in the formats stated in **Exhibit A** by **[DELIVERY DATE / METHOD]**.

**5.2 Updates.** Licensor may, but is not obligated to, provide updates or additional formats. Any update provided becomes Font Software subject to this Agreement.

5.3 **Support.** Licensor will provide the support, if any, described in **Exhibit A**. Licensee is responsible for installing and maintaining the Font Software in its own environment.

## 6. Term and Termination

6.1 **Term.** A perpetual license continues for the life of the applicable copyright unless terminated for cause. A term-limited license continues for the period stated in **Exhibit A**.

6.2 **Termination for cause.** Licensor may terminate immediately on written notice if Licensee materially breaches and fails to cure within **[NUMBER, e.g. 10]** days after written notice describing the breach.

6.3 **Effect of termination.** On termination, Licensee will stop using and will delete all copies of the Font Software from its systems and certify deletion in writing on request, except for copies retained in routine backups or as required by law, which remain subject to this Agreement until deleted. Output created during the valid license period may continue to be used.

6.4 **Survival.** Sections 3, 4 (for amounts accrued), 7, 8, 9, and any others that by their nature should survive, survive termination.

## 7. Warranties and Disclaimers

7.1 **Licensor warranties.** Licensor represents that it owns or controls the Font Software, has the right to grant this license, and, to its knowledge, the Font Software does not infringe a third party's rights.

7.2 **Mutual.** Each Party represents that it has the authority to enter into this Agreement and that doing so does not breach another agreement binding on it.

7.3 **Disclaimer.** Except as expressly stated, the Font Software is provided "**as is**," and Licensor disclaims all other warranties, including merchantability, fitness for a particular purpose, and that the Font Software will be error-free or compatible with every system.

## 8. Indemnification and Limitation of Liability

8.1 **By Licensor.** Licensor will defend Licensee against third-party claims that the Font Software, as delivered and used within scope, infringes that third party's intellectual property rights, and will indemnify Licensee for resulting damages, subject to Section 8.4.

8.2 **By Licensee.** Licensee will defend Licensor against third-party claims arising from Licensee's use of the Font Software outside the licensed scope or in violation of this Agreement, and will indemnify Licensor for resulting damages, subject to Section 8.4.

8.3 **Procedure.** The indemnified Party will give prompt written notice, allow the indemnifying Party to control the defense, and provide reasonable cooperation.

8.4 **Limitation.** Except for the indemnity obligations above and breach of Section 3, neither Party is liable for indirect, incidental, special, consequential, or punitive damages, and each Party's total aggregate liability will not exceed the total fees paid or payable under this Agreement, except as applicable law does not permit.

## 9. General Provisions

9.1 **Governing law and venue.** This Agreement is governed by the laws of the State of **[STATE]**, without regard to its conflict-of-laws rules. The Parties submit to the exclusive jurisdiction of the state and federal courts located in **[COUNTY, STATE]**.

9.2 **Audit.** On reasonable prior notice and no more than [NUMBER] times per year, Licensor may verify Licensee's compliance with the Permitted Seats / Volume, limited to records relevant to the Font Software.

9.3 **Assignment.** Neither Party may assign this Agreement without the other's prior written consent, except to a successor in connection with a merger, acquisition, or sale of substantially all assets, on written notice.

9.4 **Notices.** Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

9.5 **Entire agreement; amendment.** This Agreement, with its Exhibits, is the entire agreement on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

9.6 **Severability and waiver.** If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

9.7 **Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

LICENSOR	LICENSEE
Signature: _____	Signature: _____
Printed name: [NAME]	Printed name: [NAME]
Title: [TITLE]	Title: [TITLE / N/A]
Date: _____	Date: _____

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