

Justin Penner

Trial Font License Agreement

Thank you for licensing type from Justin Penner, and for supporting independent type designers.

By downloading or using this trial font, you are giving your legally-binding consent to the following license agreement.

Definitions

First, we have to define some terms, to ensure we're all on the same page.

- “Font Design” is the shapes or outlines of the letters, numbers and other glyphs in the font, together with the designed system for setting and spacing the type.
- “Font Software” is the source code and the compiled code that contains the Font Design. The source code is proprietary, and only the compiled code will be supplied to the Licensee.
- “Font” is both the Font Design and Font Software
- “Vendor” is Justin Penner.
- “Licensee” is the person or organization purchasing or receiving this font license from the Vendor.
- “You” and “your” are considered synonymous to the Licensee, for the purposes of this agreement.
- “User” is a person, within the Licensee’s organization, to whom a Desktop license is assigned.

Assertion of Moral & Legal Rights

The Vendor reserves all rights to use, copy and distribute this Font Software and Font Design, except where permissions are explicitly granted to the Licensee in this contract.

These rights are asserted by the Vendor on moral grounds, and are legally protected around the world by international and regional intellectual property laws.

License is Not Ownership

This software license does not equate to ownership in any regard. The Licensee holds a license to use the Font Software and Font Design, but does not in any sense “own” it.

Non-transferable

Licenses are non-transferable. You may not sell, transfer or give your license to any other person or organization. However, you may re-assign Users within your organization in accordance with the Assigning Users section below.

Assigning Users

You may assign this Trial License to unlimited Users within your organization, for evaluation purposes only.

User Installations

The Licensee and assigned Users may install the Font Software on any devices for the sole use of the assigned Users.

Work from Home & Personal Devices

Users may install the Font Software on their own personal devices, but it may only be used in the course of their work for the Licensee.

Allowed Trial Usage

You may only use the Font to evaluate its suitability for a project.

Under no circumstances may any materials that use the Font be published, or deliverables that use the Font be given to clients, until all required licenses have been purchased.

Post-Trial Licensing

When the usage of the font is approved by relevant stakeholders in your project, your organization must immediately purchase a quantity of Desktop licenses that matches the number of Users who were assigned to evaluate the Font for the project, regardless of whether they have more work to complete using the Font.

You must also purchase any relevant product licenses. For example, a Web License is required if the project includes a website that makes use of the Font Software.

No Sharing

You may not share or distribute the Font Software with anyone except licensed Users within your household or organization. You may not post or upload it to any publicly accessible server or website. Your vendors and contractors must purchase their own license, with the exception of Service Bureaus when required.

Service Bureaus & Print Vendors

If your service bureau or print vendor requires packaged source files including the font Software, you may only provide it to them if they agree not to use it for any other projects, and to destroy all copies of the Software when they are finished with your project.

Modifications & Derivatives

You may modify the Font Software for your own licensed use. You may only distribute the modified Font Software to other licensed Users within your organization, and use it with the same limitations that apply to the non-modified Font Software. If free technical support is offered to Licensees, it will not be offered to Licensees who have modified the Font Software.

Modified Font Software must preserve the name, author and copyright information, stored in the metadata inside the font file, and the font name must also be preserved in the filename.

If any glyphs are modified or added, the word “Modified” must be added to the filename.

You may also contact the Vendor if you would like to commission changes or add additional characters to the Font Software.

Backup Copies

You are entitled to make backup copies of the Font Software, for use solely within your household or organization.

Credit

You are not obligated to credit the author of the font (Justin Penner), but I would love it if you did.

You are also not obligated to send me any work you create using the font, but I would be thrilled to see it!

Termination

Vendor reserves the right to terminate the license if any terms are broken.

Disclaimer & Warranty

The Vendor offers no warranties for the Software and accepts no liability for any issues, harm or damage that may result from the use of it, except when required by law. In any case where the Vendor offers a warranty or accepts liability, the maximum damages will be equal to the original purchase price paid by the Licensee.

by Justin Penner

Published August 7, 2020

© 2018–2020 Justin Penner.

Set in Rufous Grotesque.