Personal Font License
Plain-English summary

Personal License: You can use the fonts for personal use or in professional context (such as writing code on the laptop owned by your Employer or creating architecture diagrams for your Employer). Desktop and Print Use means you can install fonts on your computer, use it in any way you would with any other system font (for e.g. in Adobe Illustrator, your favorite terminal, etc.). Web Font means using fonts on your personal website. You may embed fonts in PDFs or eBooks if the distribution is not for sale. Commercial or business use of any type is not allowed.

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We hope you enjoy our typefaces. “Plain-English summary” is for explanation and illustrative purposes.

Start of the EULA

End User License Agreement (EULA)

This End-User License Agreement (“EULA”) is a binding legal agreement establishing terms and conditions between you (“Licensee”) and Berkeley Graphics LLC (“Licensor”), for use of the Licensed Software and property of the Licensor. When you purchase, acquire or download the Licensed Software (or Font Package), you are agreeing to the terms and conditions outlined in this EULA.

If you are accepting this agreement on behalf of your employer or client, and you have the legal authority to agree to this EULA on their behalf, then that entity is “You”. Otherwise, “You” refers to you personally (“Person”). If you’re acquiring Licensed Software as a Freelancer, Design consultancy, or Advertising Firm for use by your client (“End User”), then the End User or the Third-Party intending to use the Licensed Software must also purchase an appropriate license.

§ 1. Definitions.

For the purposes of this EULA, both, You (“Licensee”) and Licensee agree to the following definitions and their meanings:

1.01 “Person” - means any individual regardless of whether they are pursuant to this EULA.

1.02 “Party” - means any corporation, company, partnership, estate, trust, association, non-profit organization, joint venture, unincorporated organization, government, municipality, agency, firm, group, or an individual regardless of whether they are pursuant of this EULA.

1.03 “Licensee” - any Person or Party that is pursuant to the Licensed Software (or Font Package).

1.04 “Licensed Software” - means any binary contents of a digital file that contains the design of a typeface including, but not limited to, outlines, encodings, and data necessary for rendering, licensing, authorizing, distribution of the typeface. Font files are encoded in, but not limited to, True Type Format (TTF), Open Type Format (OTF), Web Font Format (WOFF, WOFF2), and Variable Font Format (OTF, TTF).

1.05 “Font Package” - refers to the entire contents of the font distribution files including Licensed Software (in TTF, OTF, WOFF, WOFF2 file formats and encodings), documentation, beta software, scripts, trial font files, font updates or upgrades, receipts, invoices, and license files.

1.06 “Computer” - means any device that has a semiconductor processor or memory, that is capable of using the Licensed Software regardless of whether the Licensed Software is implemented or installed on such a device.

1.07 “Web Server” - means any Computer used to serve websites, including but not limited to Infrastructure as a Service (IaaS) services or services that aid serving of the data (such as AWS S3). Hosting or serving of OTF and TTF font files (as part of the Font Package) is strictly prohibited on any Computer that is intended to be used as a Web Server.

1.08 “Web Font Use” - means any Web Server that uses the Licensed Software exclusively for displaying fonts on websites using the Cascading Style Sheet (CSS) @font-face rule. CSS @font-face rule must link to WOFF and WOFF2 font
files (as part of the Font Package) hosted on a Web Server. Web based applications that allow their users to write text or code such as, but not limited to, text editors, Integrated Development Environments (IDEs), terminals, etc. are strictly prohibited from using Licensed Software.

1.09 “Desktop and Print Use” - means copying, installing, rendering, displaying, embedding, or transferring of Licensed Software on a Computer located at the Licensee’s business address or home address and owned by the Licensee for use in text editors, terminals, web browsers, integrated development environments (IDEs), for programming, creating documents, resumes/CVS, personal correspondence, illustrations, and diagrams. Computer operated by the Person directly and the Computer is physically in possession of the Licensee.

1.10 “Personal Use” - means any activity conducted by the Licensee Person, that uses that Licensed Software for personal, professional, or non-professional contexts (such as using the Licensed Software for programming, software development, writing a user manual, drawing architecture diagrams) limited by number of Users granted to the Licensee. Commercial Use is not permitted.

1.11 “Commercial Use” - means any commercial or business activity conducted, performed, or initiated, directly or indirectly, by Licensee Person or a Party that uses the Licensed Software regardless of whether it is offered, circulated, or distributed to the general public (or a limited subset of the general public) or limited to the proprietary and internal use, limited to the number of Users granted to the Licensee.

1.12 “Derivative Work” - means any changes to the binary content of the Licensed Software including but not limited to reorganizing, transforming, adapting, converting, decompiling, encrypting, emulating, re-encoding, digitizing, or modifying in any way regardless of the medium (analog or digital or any other format).

1.13 “Read Only” - means the Person or Party using, viewing, examining or inspecting the digital files that embed the Licensed Software must not edit or alter the contents of the said digital files. Licensed Software must be embedded in files in the manner that prevents Person or Party from extracting Licensed Software.

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1.15. “User” - means any Person using or operating Computer, whether directly or indirectly, that installs Licensed Software. Number of Users are granted as part of the EULA between the Licensee and the Licensor. As an example, if a Graphic Design Studio has 5 designers using Licensed Software, that constitutes 5 Users. If a system administrator installs Licensed Software on 5 Web Servers, that constitutes 5 Users. If a company purchases Licensed Software for 100 developers, that constitutes as 100 Users.

You (the Licensee) are hereby agreeing to the following terms and conditions:

§ 2. License Grant.

You are hereby granted a non-exclusive, non-assignable, and non-transferable (unless permitted by the Licensor in writing), revocable license to access the Licensed Software as tabulated in Table §2.1; refer to the column “Grant” that restricts the use of Licensed Software for associated Type of Use. Personal Use licenses are limited to one(1) Users for each of the Types of Uses as shown in Table §2.1.

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<th>Conditions</th>
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<tr>
<td>Commercial Use</td>
<td>No</td>
<td>N/A</td>
<td>Refer to §1.11</td>
</tr>
</tbody>
</table>

Table 2.1 - License Grant

§ 3. Termination.

Licensor is entitled to terminate this EULA for violation of the terms and conditions in this EULA, upon notice by regular mail, telefax, or email. The termination of this EULA shall not preclude Licensor from suing you for damages of any breach of the EULA. This EULA may only be modified with expressed authorization from the Licensor in writing with a notarized signature of the Licensor. Upon termination of this EULA, Licensee must destroy any and all copies (including originals and back-ups) of the entire Font Package. Licensee may not continue to use the Licensed Software upon termination.

§ 4. Term.

The Licensee will be bound for the entire Term of this EULA. “Term” is defined as the period of time beginning on the effective date of purchase and ending on the date set forth in the Order Confirmation Form. If the Order Confirmation Form does not contain a termination date or if it does not have subscription-based monthly or yearly payment terms, the Term shall be deemed to a lifetime of the Licensee. Except as otherwise specified in an Order Confirmation Form, at the end of any Term, subscriptions
will automatically renew for additional Terms equal to the larger of the expiring Term length, unless either party gives the other party notice of non-renewal at least 30 days and no more than 60 days before the end of the relevant Term. Except as otherwise specified in an Order Confirmation Form, pricing during any automatic renewal Term will be the same as that during the immediately preceding Term plus an increase not to exceed five percent (5%) plus any increase in the Consumer Price Index during the immediately prior year, in Licensor’s sole discretion.

§ 5. Unauthorized Access.

Licensee is obligated to take reasonable precautions and measures to prevent unauthorized access or copying of the Licensed Software. Licensed Software shall never be shared publicly using an HTML link or otherwise except for permitted use in the context of Web Font Use.

§ 6. Compliance.

Licensee is obligated to inform all users of the Licensed Software about the content of this EULA and ensure compliance with the terms dictated in this EULA. Licensee is fully responsible for intended or unintended access to users pursuant to the terms and conditions of this EULA.

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This EULA is governed by and construed in accordance with the internal laws of the State of Delaware in the United States without giving effect to any choice or conflict of a rule or a law provision that would permit or require the application of laws of any jurisdiction other than those of the State of Delaware in the United States. Any legal action, suit, case, or proceeding arising out of or related to this EULA or the licenses granted hereunder by the Licensee must be instituted exclusively in the courts of the State of Delaware or in federal courts of the United States and the Licensee irrevocably submits to the jurisdiction of such courts in any such suit, action, case or proceeding. If either Party engages outside counsel to enforce this EULA, and in any action or proceeding between the Parties relating to this EULA, the enforcing or prevailing Party will be entitled to recover its reasonable attorney fees. In the case of an action or proceeding or any appeal in connection therewith, such attorney fees, as well as the prevailing Party’s other costs and expenses, will be awarded in addition to any other relief award or granted.

§ 12. Payment Terms.

All amounts paid pursuant to acquiring the Licensed Software are nonrefundable and non-returnable without exception. For subscription (monthly, yearly or otherwise) based payments, this EULA terminates as per the Termination §3 conditions and Term §4 limits.


The word “including” is intended for illustrative purposes and
includes the meaning, “including, but not limited to”. Singular of a defined term includes plural and vice-versa.

End of the EULA that constitutes a change in the ownership or operations of the original Licensee.