

Document type Description	Contract End User License Agreement	(1/3)
Date Version	September 10, 2025 2.1	
Recitals	This is an agreement between the customer (hereinafter also “license owner”), the designer, and Formula Type di Piero di Biase (hereinafter “Formula Type”). By purchasing, downloading, installing, using, or otherwise handling Formula Type’s digital font software (hereinafter “Fonts”), both the purchaser and the license owner accept this agreement and acknowledge that they understand and abide by its terms. If you are not the end user, but act as a payment intermediary or purchaser of the Fonts on behalf of the end user, it is your responsibility that the end user accepts and complies with this exact EULA. The acquisition of a license grants you the right to use the specified fonts as part of the content designed, produced, and published by you, on certain types of media. By obtaining a license, you do not acquire the copyright to the design or any other part of the fonts, except for the non-exclusive, non-transferable right to use the fonts for the use cases specified in this agreement, according to the specifications provided by Formula Type. All other use cases other than those specified require an additional license.	(1)
Definitions	a. Typeface is the collective name for a family of related characters; b. License is the right to use typeface under the rules of this EULA; c. Fonts are the digital files organized into weights, widths, and styles that together constitute a typeface; d. License owner: the end-user who’s using the Font for the communication of their brand and pay for the license. e. Designer/Third Party: is the entity that may purchase in the name and on behalf of the client and that physically uses the typeface. f. The license governed by this contract is permission to use a typeface on a particular type of media; g. Company size is the total number of employees working for the licensee.	(2)
License owner	The licence owner is the company/entity for whom the font will be used. As the license owner, your typeface license covers your company. The licensed typeface must only be used within the organization of the license owner. Any external designer or agency producing the design work for the Company will be called the “designer” or “third party”.	(3)
Designer, third party	This agreement understands designers (graphic designers) to be the professional parties who are required to physically use the fonts. Consequently, the typeface can be used by different designers simultaneously without buying an Add-One. If the License owner stops using third parties or other independent or temporary freelancers to continue with other subjects, an Add-One is not necessary. The license for the fonts must be owned by the entity for which the fonts are used. With this understanding, a Designer may be the facilitator, purchaser, or user of a font license. A Designer may purchase a typeface license on behalf of a customer, but the customer is the owner of that license. As stated in the introduction, Customer, by means of the mechanism of entering into an agreement by concluding facts (as required by Italian law) accepts and complies with this EULA. A designer may not purchase a typeface license on behalf of one client and use it for another.	(4)
Updating licenses	You need to upgrade your licence if your company’s size changes significantly. Failure to do so may result in termination of this agreement and damages for unjust enrichment. You can update the size of previously purchased licenses at any time by writing to support@formulatype.com	(5)

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Licensing	Our licenses are “All in one”, this means that each license include use for Print, Logotype design, Website, Social Media, Stream/TV/Movie, App/Games, e-Books, Hardware embedding, Server/Cloud.	(6)
Pricing	The fonts are priced based solely on the company size of the font’s license owner; size refers to the company using the font, based on the total number of employees. It doesn’t relate to how many people will use the font or how many computers it will be installed on. Our fees are one-time fees. Prices do not include Value Added Tax (22%). We do not charge VAT if your company owns a registered VAT number or a company number. If you are an individual or a student, and do not have a VAT number nor a company number, please contact us by email. All prices listed are in Euro.	(7)
Trials, facilitations	Trial versions are strictly for testing only and their use in final design work without a license is strictly prohibited. They can be installed on any number of workstations for unlimited time, but cannot be modified. The character set is complete. Students may use trial fonts for school projects. We offer special conditions for cultural and charity organizations.	(8)
Limitations General permissions	Fonts created by Formula Type, including custom or bespoke typefaces, and all constituents thereof may not be modified, regenerated, or reformatted in any way. All rights, including but not limited to copyrights and trademarks, remain with Formula Type. Intellectual property and authorship of custom or bespoke typefaces remains with Formula Type. Fonts created by Formula Type, including custom or bespoke fonts, and all components thereof shall not be resold, loaned, leased, distributed, or exchanged in any way to any third party. Any expansion or derivatives of Fonts created by Formula Type must be made or authorized by Formula Type. In the event of closure or merger of business entities, or any other discontinuance of the original use of the Fonts by the license owner, neither the Fonts themselves nor the license to use the Fonts may be transferred. For marketing or general communication purposes, Formula Type shall have the right to use the license owner’s name, trademarks, videos, and images around the use of the Fonts once made public by the license owner free of charge and without any limitations. The provided Fonts may only be used and stored offline and must not be uploaded to online storage platforms or cloud-hosted web services. Any use of the Fonts in political or religious contexts requires express written consent from Formula Type.	(9) (10)
Warranty, Liability	You agree that once paid for and downloaded, Formula Type Font Software cannot be returned or refunded. If you find any technical issues, you must inform us within 30 days of download, and you will receive a replacement. This does not affect your legal consumer rights. Refunds are only granted when software defects cannot be resolved by Formula Type. Any refund immediately terminates the customer’s right to use the Fonts. Any use of Formula Type that may result in damage, death, injury, or property or environmental damage is not permitted. In no event shall Formula Type be liable for any loss or damage caused by the use of their Fonts, including loss of profits, loss of data, loss of business opportunity, or loss of savings. To the extent permitted by law, any implied warranty is limited to 15 days. The customer agrees that the Fonts created by Formula Type, their design, structure, organization, coding, and all copies thereof, are the property and intellectual value of Formula Type and protected by Italian law, the copyright and trademark laws of other countries, and international treaties. We make our fonts with modern technology and test them carefully, but we can’t guarantee they’ll work perfectly on very old, proprietary, or brand-new systems. If you need the fonts adjusted for a special setup we may charge an engineering fee.	

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Termination	Any breach of this agreement immediately terminates the License and any right to use it. If Customer or Designer violates this Agreement, a penalty of 20,000€ will be imposed on them in accordance with Article 1382 of the Italian Civil Code. In case of termination, all Fonts and backup copies must be deleted; this act must be proved and documented at Formula Type's simple request. Formula Type may withdraw font licenses from a license owner in case the license owner uses the fonts to spread hate, racism, or any other form of discrimination. The license fee will not be refunded in this case.	(11)
Confidentiality	Client and Designer are obliged to take all measures to prevent unauthorized access to the Fonts and their copies. If the client or designer grants their employees, contractors, or representatives access to the Font, they are required to inform them of the contents of this EULA.	(12)
Final provisions	This EULA represents the entire agreement between the parties. All rights not expressly granted in this Agreement are reserved by Formula Type. This EULA may not be modified without the written permission of Formula Type. For a substantial modification of this agreement at the request of Client or Designer, Formula Type can charge Client a flat fee of 4,000€ minimum to cover additional legal work and expenses. Any breach or dispute arising out of this agreement shall entitle Formula Type to charge Customer or Designer for all costs incurred by Formula Type (including but not limited to: costs to investigate or ascertain the breach, and costs to enforce the license and/or finalize an agreement, including reasonable investigator and attorney fees). All disputes arising out of this Agreement shall be subject exclusively to the laws of ITALY. The rights and obligations under this agreement are based on Italian law, excluding its conflict of law provisions or the conflict of law provisions of any other jurisdiction. The customer and the designer expressly consent to the jurisdiction of the Italian courts for any dispute arising from this contract, even if the breach of contractual rights occurs in a foreign country. Any dispute arising out of or in connection with this contract shall be subject to the exclusive jurisdiction of the courts of UDINE in Italy. The invalidity or inoperability of one or more provisions of this contract shall not affect the validity of the rest of the contract and the remaining provisions shall remain unaffected. An invalid provision shall be replaced by a provision permitted by law and which approximates the invalid provision and the economic interests intended by the parties. This Agreement is not governed by the United Nations Convention on Contracts for the International Sale of Goods.	(13)