BEAM TYPE License Agreement
V.1.1

1 Preamble

Hello and welcome to the Beam Type License Agreement.

This document constitutes a legally binding Agreement between you, the License Holder (see definition 2.2) and Felix Bamforth, doing business as Beam Type (from hereon referred to as "Beam Type").

By doing anything with our Font Software or Deliverables (see definitions 2.4 and 2.5), by using the Beamtype.com website, and/or by checking the "I have read and agree to the Beam Type Foundry End User License Agreement" checkbox during checkout, you are agreeing to the terms and conditions of this Agreement.

If you do not agree to the terms in this Agreement, you are not permitted to download, access, and/or in any way use the Beam Type Font Software.

2 Definitions
2.1 Total Size

The "Total Size" refers to the total number of dependent full-time or part-time employees and independent contractors working for the License Holder at the moment the License is purchased. If your company grows after purchasing a license from us, a license upgrade is required.

The Total Size is the only metric you need to provide to us so we can calculate the cost of your license.

2.2 License Holder

The "License Holder" is the person or legal entity whose name is defined during the checkout process and on whose behalf the Font Software is bought and used. They are the owner of this license.

2.3 External User

An "External User" is a third party designer, design agency or any other independent contractor providing a service for the License Holder using the licensed Beam Font Software.

The License Holder must ensure any External User(s) have read and agreed to this License.

2.4 Font Software

We refer to our fonts, by which we mean the software and the designs it generates, as "Font Software".

2.5 Deliverables

"Deliverables" refer to printed material, media, electronic documentation, artwork, web services, mobile services or software associated with the Font Software.

3 General License Rights
3.1 Grant of Rights

Upon receipt of payment and as long as the License Holder and External User(s) agree to the terms of this license and to being directly liable to us for abiding by them, the License Holder is granted company-wide, non-exclusive, non-transferable, non-sublicensable, revocable and limited rights to use the Font Software as noted in this Agreement.

3.2 Ownership

Beam Type, including its successors and its assigns, do retain all right, title and interest in and to the Font Software together with the design of the Font embodied therein together with any trademarks used in connection therewith.

3.3 Third party usage

This Agreement covers one or multiple External Users who are allowed to use the Font Software on behalf of the License Holder only. This could be, for Example, an independent designer or design agency (the External User) developing a campaign or identity for a brand (the License Holder).

An External User's coverage through this Agreement is limited to work for the License Holder only and stops when this relationship ends.

3.4 Embedding

If the License Holder intends to edit or modify Deliverables or a document containing embedded Font Software, a request must be made to Beam Type who is under no obligation to allow such rights. Under certain conditions, Beam Type may permit embedding Font Software in editable documents and will then arrange additional licensing for font embedding, subject to an additional fee.

3.5 Accreditation Request

We would be very grateful if you would credit Beam Type as the typeface designer in your publications or on reproductions of your documents.

4 Specific License Rights

The specific license rights, noted in the points below, constitute different types of commercial licenses you can purchase to use our Font Software in the specified ways. If your required use isn't covered, please contact usat licensing@beamtype.com

4.1 Desktop License

This section only applies to you if you bought a Desktop License.

The Desktop License is required to install Beam Type Font Software on devices within your company and to render static, animated, digital and/or printable documents.

For companies with a Total Size smaller than 50, the Desktop License allows the production of Social Media assets and animated assets. It also allows the production of editable digital documents with embedded fonts. Please contact us if your require this functionality.

4.2 Web License

This section only applies to you if you bought a Web License.

The Web License allows you to use our Font Software on one single domain using the @font-face technology. If you wish to use the font on multiple domains, you must purchase one Web License per additional domain.

With this license type, Beam Type provides and permits the use of WOFF and/or WOFF2 file formats only.

4.3 App License

This section only applies to you if you bought an App License.

The App License allows you to embed our Font Software on one single app or game. If you wish to embed the font in multiple apps, you must purchase one App License per additional app.

4.4 Trial License

Beam Type may grant individual users or companies a Trial Licence for the sole purpose of evaluating the Font Software in the context of their own work. A Trial Licence entitles users to test the Font Software for both print and web/electronic use and to create test documents, test visuals or test web pages for the purpose of examining the Font Software's aesthetic properties, or for its presentation to clients or other interested parties.

5 Restrictions

You must take all reasonable precautions to ensure the Font Software is not accessible to unlicensed third parties or to the general public. The Font Software must not be uploaded onto public repositories (such as GitHub) where they would be accessible to unlicensed third parties

Use of the Font Software, as noted below, is not permitted without the prior written consent of Beam Type:

• Distribute (share, rent, lend, gift, sell, sublicense, etc.) the Font Software or any copy thereof to any third party not covered by this Agreement;
• Decompile, modify, reverse-engineer, reformat, alter, edit, or create derivative works of the Font Software or engage any third party to do so;
• Convert our font Software to different formats. Please contact us if you require an additional format.
• Alphabet or letter-form products for resale or letterform creation products or devices. By way of example and not limitation, these Letter-form products include a kit consisting of stickers of individual glyphs for scrapbookers that they may use in any order they choose. The right to make letter-form products is subject to a royalty, rather than a license fee; for more information, contact us at licensing@beamtype.com;
• Embedding in electronic devices, gaming uses and/or devices;
• Embedding in software in which an unlicensed third party could access and use them to customise their own designs or to create static documents or images;
• Transfer this Agreement or any of your rights hereunder to any third party without the prior written permission of Beam Type;
• Use the Font Software and/or any of the data within, for example and not by limitation glyph outline data, kerning or hinting, to train a Large Language Model, Artificial Neural Network or Machine Learning system.
• 6 Modifications
• If you would like modifications, conversions or technical adaptations to the Font Software, please contact us for permission and assistance.

7 Term

In the event of a breach of contract, we have the right to terminate the End User Licence Agreement without notice. The termination must

be effected in writing. Beam Type may, but is not required to, offer revised terms and conditions on which you may continue to use the Font Software.

In the case that we terminate the licence agreement with you without notice, you are obliged to delete the font software from all computers and/or output devices on which the font software has been installed. You are also obliged to destroy all back-up copies on physical storage media. We may request evidence, supported by appropriate documentation, that the font software has been deleted or destroyed. Refund claims related to license payments are excluded in such cases.

8 Warranty & Liability

We are providing the Font Software on an "as-is" basis, without any express or implied warranties or representations like warranties of fitness for a particular purpose, merchantability, performance, non-infringement, etc. You warrant and represent that you have the right to enter into this contract and that your use of the Font Software will not harm anyone, violate any law, or infringe on anyone's rights.

You will indemnify, defend and hold us and our subsidiaries, affiliates, parents, partners and licensees harmless from and against any loss, cost, liability, damage or expense (including reasonable attorney's fees and expenses) that we or such parties may incur or be liable for arising out of any breach of your obligations, representations, or warranties in this agreement.

Neither party will be liable for any indirect, incidental, special, consequential, exemplary or punitive damages arising out of this agreement. Our maximum liability will never be more than a refund of the fees we received from you under this agreement.

We produce Font Software using modern technology and test them thoroughly, but we can't promise they'll work perfectly with old systems, proprietary systems, or cutting edge technologies. If you need the Font Software modified to work in an environment that requires special or unusual engineering, we can charge an engineering fee. Please do send us an e-mail at support@beamtype.com if you're having a problem.

9 Legal

This agreement is subject to and governed by the laws of the Federal Republic of Germany. Any disputes arising from this agreement will be settled in the courts of Berlin, unless otherwise required by applicable law. The UN Convention on Contracts for the International Sale of Goods shall not apply.

This Agreement constitutes the entire Agreement between Beam Type and you. There are no verbal side agreements to this End User Licence Agreement. Amendments and additions to this licence must be made in writing to become effective. This also applies to the waiver of the requirement for the written form.

Beam Type's failure or election not to enforce a provision of this Agreement is not a waiver of its right to do so later. The headings and section titles within this Agreement are for convenience and shall not affect or alter the meaning or construction of any terms or provisions of the Agreement.

Should individual provisions of this End User Licence Agreement or parts thereof be invalid, this shall not affect the validity of the remaining provisions. An invalid provision of this End User Licence Agreement shall be replaced by a valid provision that represents the closest approximation of the commercial purpose of the invalid provision.

We thank you for reading this Licence Agreement and for licensing one of our Font Software. For questions or enquiries, please contact us at licensing@beamtype.com.