

BRILL EPICHORIC FONT END USER LICENSE AGREEMENT (Non-Commercial Use)

Version 0.90, July 19, 2022

PREAMBLE

BRILL owns all intellectual property in the Brill Epichoric Font Package and in the accompanying documentation and help files (including any input method software). The Brill Epichoric Font Package is licensed, not sold.

This Brill Epichoric Font License allows the licensed font to be used by individuals or by institutional customers for non-commercial purposes without charge. Commercial use of any kind, including the embedding of the font or part(s) of it in any Commercial Product not published by BRILL is prohibited unless prior written permission has been secured from BRILL; write to brill-typeface@brill.com should you want to acquire such a permission. This font may not be redistributed to others, nor may it be sold, without prior written consent from BRILL.

DEFINITIONS

“BRILL” in all capitals refers to the limited liability company Koninklijke Brill NV, of Plantijnstraat 2, 2321 JC Leiden, the Netherlands.

“Brill Epichoric” refers to the font files released by BRILL under the conditions stated in this license.

“Brill Epichoric Documentation” refers to the documentation accompanying the Brill fonts.

“Brill Epichoric Font Package” refers to the whole package consisting of the Brill Epichoric font software, the Brill Epichoric Documentation, and the Keyboard file(s) (when the latter are included in a specific release package). The Brill Epichoric font is in .otf format, or CFF-Flavoured OpenType.

“Commercial Product” as used herein shall mean a physical or electronic document or data file or executable file created by Use of the Font Software which is offered for distribution to the general public (or to some subset of the general public) in exchange for a fee or other consideration. By way of illustration and not by way of limitation, Licensee may use the Brill Epichoric Font for all scholarly and teaching activities; embed the fonts in a PDF document or the like that is published on Licensee’s website. Examples of prohibited Commercial Use are, without limitation: embedding the Brill Epichoric font in a document prepared for publishers other than BRILL; publication of PDF files, or of products printed from PDF files, which contain an embedded Brill Epichoric font, for a fee or other consideration. Open Access publications are also considered commercial products under the terms of this license.

“Derivative Work” shall mean binary data based upon or derived from Font Software (or any portion of Font Software) in any form in which such binary data may be recast, transformed, or adapted including, but not limited to, binary data in any format into which Font Software may be converted.

“Font Software” refers to the ‘Brill Epichoric’ font.

“Keyboards” refers to the keyboard input software (also known as input method software) which may or may not be included with the Font Software.

“Licensee” is the person or institution that has agreed to abide by this Agreement and is therefore allowed to use the Font Software in accordance with this Agreement.

“Secure Network” is a network (whether a standalone network or a virtual network within the Internet) which is only accessible to Authorized Users approved by the Licensee whose identity is authenticated at the time of log-in and periodically thereafter consistent with current best practice, and whose conduct is subject to regulation by the Licensee.

“Use” of the Font Software shall occur when an individual is able to give commands (whether by keyboard or otherwise) that are followed by the Font Software, regardless of the location in which the Font Software resides.

Licensee hereby agrees to the following:

1. Licensee is bound by the Agreement and acknowledges that all Use (as defined herein) of the Font Software (as defined herein) supplied to Licensee by Brill is governed by the Agreement.
2. Licensee is hereby granted a non-exclusive, non-assignable, non-transferable (except as expressly permitted herein) license to access the Font Software subject to all of the terms and conditions of the Agreement. Licensee has no rights to the Font Software other than as expressly set forth in the Agreement. Licensee agrees that BRILL owns all right, title and interest in and to the Font Software, its structure, organization, code, and related files, including all property rights therein such as copyright, design and trademarks rights. Licensee agrees that the Font Software, its structure, organization, code, and related files are valuable property of BRILL and that any intentional Use of the Font Software not expressly permitted by the Agreement constitutes a theft of valuable property. All rights not expressly granted in the Agreement are expressly reserved to BRILL. Licensee may not use the Font Software to produce and/or distribute a Commercial Product without a separate license from BRILL authorizing licensee to do so.

PERMISSION & CONDITIONS

3. Permission is hereby granted, free of charge, to use, copy and embed unmodified copies of the Font Software for non-commercial purposes, subject to the following conditions:
4. Neither the Font Software nor any of its individual components nor the Keyboards nor the Brill Epichoric Documentation may be sold or redistributed. The sole source of the font software is the BRILL website: <https://www.brill.com/brill-epichoric>
5. Licensee may install and Use the Font Software on no more than three computers designated for individual use by Licensee (for instance: licensee’s home, office, and laptop computers). In no case may the Font Software be installed or Used on a server that can be accessed via the Internet or other external network system (a system other than a LAN). The font software may not be served to the Web by whatever mechanism: licensee may not link to (copies of) the Brill fonts through program instructions (including, but not limited to, Cascading Style Sheets), thereby causing a copy or copies of a Brill font or part of a Brill font to be transferred to a computer other than that of licensee.

6. Licensee may not embed Font Software in a Commercial Product without a separate written license from BRILL, and licensee may not embed Font Software in an electronic document or data file for any reason other than licensee's own personal Use.
7. Licensee may not alter Font Software for the purpose of adding any functionality which such Font Software did not have when delivered to Licensee by BRILL. If the Font Software contains embedding bits that limit the capabilities of the Font Software, licensee may not change or alter the embedding bits. Embedding the Font in HTML web pages is not allowed. Embedding the Font in Adobe PDFs is allowed.
8. Licensee may take a digitized copy of the Font Software used for a particular document, or Font Software embedded in an electronic document, to a commercial printer or service bureau for use by the printer or service in printing such document but only if the printer or service bureau represents to licensee that it will delete the Font Software after completion of the job for which it was needed.
9. Licensee acknowledges that the Font Software is protected by the copyright and other intellectual property law and by international treaties. Licensee agrees to treat the Font Software as one would any other copyrighted material, such as a book. Licensee may not copy the Font Software, except as expressly provided herein. Any copies that licensee is expressly permitted to make pursuant to the Agreement must contain the same copyright, trademark, and other proprietary notices that appear on or in the Font Software. Licensee agrees not to adapt, modify, alter, translate, convert, or otherwise change the Font Software, or to create Derivative Works from Font Software or any portion thereof. Licensee further agrees not to use Font Software in connection with software and/or hardware which create Derivative Works of such Font Software. Licensee agrees not to reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code of the Font Software, provided, however, that if licensee is located in a European Community member country or any other country which provides rights materially similar to the rights set forth in this proviso, licensee may reverse engineer or decompile the Font Software only to the extent that sufficient information is not available for the purpose of creating an interoperable software program (but only for such purpose and only to the extent that sufficient information is not provided by BRILL upon written request). Licensee agrees to use trademarks associated with the Font Software according to accepted trademark practice, including identification of the trademark owner's name. Trademarks can only be used to identify printed output produced by the Font Software. Licensee may not change any trademark or trade name designation for the Font Software.
10. Licensee may not rent, lease, sublicense, give, lend, or further distribute the Font Software, or any copy thereof, except as expressly provided herein.
11. Licensee may make one back-up copy of Font Software for archival purposes only, and licensee shall retain exclusive custody and control over such copy. Upon termination of the Agreement, licensee must destroy the original and any and all copies of the Font Software.
12. **BRILL DOES NOT WARRANT THE PERFORMANCE OR RESULTS LICENSEE MAY OBTAIN BY USING THE FONT SOFTWARE. THE FOREGOING STATES THE SOLE AND EXCLUSIVE REMEDIES FOR BRILL'S BREACH OF WARRANTY. BRILL MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. IN NO EVENT WILL BRILL BE LIABLE TO LICENSEE OR ANYONE ELSE (I) FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LOST PROFITS, LOST DATA, LOST BUSINESS OPPORTUNITIES, OR LOST SAVINGS, EVEN IF BRILL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (II) FOR ANY CLAIM AGAINST LICENSEE BY ANY THIRD**

PARTY SEEKING SUCH DAMAGES EVEN IF BRILL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13. The performance, construction and enforcement of this agreement shall be governed by the laws and statutes of the Netherlands. All disputes that may arise in connection with this present agreement or the breach thereof shall be settled exclusively by the competent court in The Hague, The Netherlands. The Agreement will not be governed by the United Nations Convention of Contracts for the International Sale of Goods, the application of which is expressly excluded. If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms.
14. The Agreement shall automatically terminate upon failure by Licensee (or any authorized person or member of Licensee's household or users of a Secure Network to whom Licensee has given permission to Use the Font Software) to comply with its terms. The termination of the Agreement shall not preclude BRILL from suing licensee for damages of any breach of the Agreement.