Acceptance of the terms and conditions
of the use of the EC Square Sans Pro Font Software
by contractors of the European Commission

I, the undersigned ……………………………………………………………………… (*full name of the signing person*) hereby declare that I have the authority to sign on behalf of ……………………………………………………………………. (*name of contractor in case of legal entity –in case of natural person please just insert the word "myself"-*) and agree to be bound by the following terms and conditions of the use of the EC Square Sans Pro Font Software for the project(s) carried out for and on behalf of the European Commission.

The terms and conditions of the use of the EC Square Sans Pro Font Software apply as follows.

1. The following definition[s] shall apply:

(a) "Contractor" is any person who has access to the Font Software under a contract concluded with the Commission for the provision of any good or services which include the Commission logo and which would require use of the Font Software;

(b) "Derivative work" refers to any font software which is derived or based upon the Font Software;

(c) "EC Square Sans Pro" is a font which is the modified version, in order to meet Commission's specific requirements, of the currently commercialised version named "PF Square Sans Pro"

(d) "Font Software" is the computer programme comprising EC Square Sans Pro which contains digitally encoded scalable outline font data and any related documentation.

(e) "Workstation" means any device by which any person is able to make use of the Font Software.

2. Uses by a Contractor of the European Commission

The owner of the Font Software has granted the European Commission a licence which allows the European Commission the right, *inter alia*, to install and use the Font Software on Workstations of Contractors working on Commission's projects.

Within the framework of a Commission's project, and strictly under the instructions of the European Commission on a case-by-case basis, the Contractor is allowed to:

>(a) use the Font Software in all types of professional typesetting products and communication documents and materials;

>(b) use the Font Software in order to produce the Commission's promotional materials;

>(c) use the Font Software on websites, mobile applications and all other forms of web and electronic integration. The Contractor shall ensure that recipients of internet pages or electronic and web applications cannot extract the Font Software

from such applications or use the embedded Font Software for editing purposes or for the creation of new applications or documents;

(d) embed the Font Software in all types of document and in the case of electronic pages in a secured read-only mode.

3. Limitations to the right of use by a Contractor of the European Commission

Communication agencies and other contractors working on Commission projects shall not use the Font Software for any purposes other than the completion of the project of the European Commission.

Contractors of the Commission shall not modify, add new functionalities, adapt, translate, reverse engineer, decompile, decrypt, disassemble or create Derivative Works of the Font Software without the prior, express written consent of the owner of the Font Software.

Contractors of the Commission shall not allow unauthorised third parties to use the Font Software, nor assign it in any way.

4. Intellectual property ownership

The Font Software is the property of Parachute Worldwide Ltd. which owns all rights to the Font Software and its structure, selection, organisation and code, including copyrights, patents, design and trademark rights.

5. Termination

The Contractor shall cease to use the Font Software upon termination of the Commission project or, at the latest, when the contract concluded with the European Commission expires. Copies of the Font Software shall be deleted from the Contractor's Workstations.

6. Limitation of liability

Under no circumstances shall the European Commission or the owner of the Font Software be liable for any direct, indirect, special, incidental or consequential damages arising in any way out of the use of the Font Software by the Contractor, however caused, (whether arising under a theory of contract, tort (including negligence), or otherwise), including, without limitation, damages for lost profits, business interruption, loss of data or business information, or costs of procurement of substitute goods or services arising out of the use or inability to use the Font Software even if notified in advance. Under no circumstances shall the European Commission's liability exceed the replacement cost of the Font Software.

Please write "Read and accepted".

Date and sign:

Please return a signed copy to the Commission department which is the project owner and a scanned copy to the following e-mail address: comm-visual-identity@ec.europa.eu