

CREATIVE PUBLISHING SOLUTIONS: GUIDE TO TYPEFACE LICENSING

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Creative Publishing Solutions has been a member of the Federation Against Software Theft since 2000 and supports and promotes the legal use of font software.



1. Introduction

Welcome to the CPS Guide to Typeface Licensing. We hope this guide helps you to understand the fundamentals of font licensing, advises you about some of the legalities and informs you about the different types of font licensing that we can provide. We have also included various tips and other useful information to help you negotiate modern day font use in a legally compliant manner.

Font products, like all other computer software products, are supplied with a limited use End User License Agreement (EULA) that stipulates what the applicable terms of use are. However, unlike other computer software, the licensing of font products has become increasingly complex as EULA terms vary from one vendor to the next and a growing number of uses are either not permitted or not included.

Most uses other than basic desktop use require the purchase of an additional license. Using system fonts might seem to be a cheap and simple alternative but these fonts are also limited to very basic print & preview use on one computer and are not licensed for any other purpose.

Consequently, many font users are unaware that they have integrated or are using fonts in a manner that is unlicensed, illegal and could lead to criminal and civil proceedings for theft, copyright theft and infringement. It is just as illegal to copy a font as it is any other piece of software.

CPS can help: we have comprehensive knowledge and experience covering all aspects of font licensing and can advise and recommend best practices, suitable products and the most affordable license solutions to suit all requirements. We are a font publisher and an authorised reseller of all leading, branded font products. We are familiar with all current font licensing practices and expertly qualified to provide any professional help and advice you might need.

2. Why Should You Pay for Fonts – they're Free or Shareware aren't they?

In the eyes of many computer users, fonts have little worth or value. This perception is completely unfounded. A typeface design is an intricate piece of artwork that has an intellectual property value like any other work of art and producing a quality digital font product is very costly and labour intensive. The development and manufacturing process is complex, highly skilled and requires creativity, inventiveness, design know-how, painstaking precision, attention to detail and investment in expensive manufacturing equipment and software.

The main impact of not paying for fonts, copying them, passing them on and improper licensing is to deprive manufacturers of income which in turn stifles new font development. Fonts are used according to fashions and trends so there needs to be an incentive to continually innovate, it is therefore imperative that manufacturers, designers, font technicians and font publishers all receive the income that they are entitled to.

Font licenses regulate font use and charges for fonts and font licenses provide the income needed to support the font industry and to pay for the design work, creative and production expenses, development, testing and quality control that all goes in to font making. Part of the income also supports font marketing, distribution, webshops, publications and many other activities associated with the font market.

3. What's Wrong with Using Free Fonts?

The number of free fonts available increases day by day but have you ever thought about where they come from or how they are made? Most free fonts are either copies of mainstream quality fonts or have dubious origins which means if you use them you could be infringing someone's copyright or intellectual property and run the risk of prosecution. Invariably free fonts are poorly made with missing characters, inconsistent spacing and can cause workflow problems. You are also unable to license them correctly and there is no technical support available. But above all else you often deprive a rightful owner of income for their hard work. Fonts are not expensive so why take the risk? **TIP – Only use quality font products purchased from a reliable source, you know they are legal, they work, they can be licensed, you get support and the designer gets paid!**

4. Legal Use of Font Software

When you buy a font, you are actually buying a license to use a copy. The original font and all associated design rights belong to the publisher, supplier, designer or originator of the font. Fonts are the intellectual property of their owner and may be protected under many different domestic and international trademark, copyright and patent laws. The degrees of legal protection and enforcement vary from country to country.

Most font publishers operate different license structures so there is limited license consistency across products and from one supplier to the next. This can make overall legal compliance very difficult, particularly if you buy fonts from many different sources and foundries. Even so, observing the terms and conditions of a basket of EULAs from multiple-foundries is entirely the responsibility of the font purchaser/user and ignorance of the licenses that govern the font products you buy is no excuse or protection from prosecution for illegal use or infringement.

The use of unlicensed font software exposes a company to many of the same legal remedies that protect the unlicensed use of software products from manufacturers such as Microsoft, Adobe and Quark. The expense of legitimately licensing font software is surprisingly affordable, especially if it is compared to the time and expense of having to deal with a legal dispute with one or more font publishers.

If you know or think you have a problem, or if you are uncertain about the legal status of any of the fonts on your network, the most important thing is to do something about it as soon as possible. **Contact CPS for help and advice – info@cpsnet.co.uk or call ++44 (0)1242 285100.**

5. End User License Agreements (EULAs)

When you buy a font product you purchase a 'license' to use a copy on a long term 'loan' or 'perpetual loan' basis with terms of use stipulated by an End User License Agreement (EULA). The EULA also defines the number of computers you can use the font(s) on. This might be limited to 1 computer but is typically up to a maximum of 5 computers (sometimes referred to as CPUs or workstations). **TIP – Don't automatically assume that all fonts are supplied with a 5 user license, there is an increasing trend to include 1 license only and fonts bundled with other software products are invariably only licensed for 1 computer.**

As part of the font buying process you agree at some point to accept the terms of the applicable EULA. We know most people don't bother to read EULAs but it becomes a legally binding contract between you and the publisher of the font whether you read it or not.

So what are the basic license conditions that apply to fonts?

- Font software is licensed for limited use (not purchased) from the font designer or font software publisher that supplies it.
- Basic font software EULAs permit you to use fonts on up to 5 computers (sometimes less) and terms vary from one vendor to another.
- Most font EULAs do not allow you to make copies of fonts or to distribute fonts to someone else. This includes design & ad agencies, repro & service companies, PR companies and printers. Anyone using font software must have their own license to use it.
- Most font vendors allow you to embed font software into documents, but only for previewing and printing. Most font vendors do not allow a document containing an embedded font to be edited or sold for commercial gain without an additional license.
- Some font vendors will allow you to create static images from font software (such as GIFs), others don't so check carefully before use.
- Most foundries and font designers will not allow their font software to be modified in any way and will make a charge for any modification.
- Your company will be liable and could face prosecution if you lend or give font software to others to use without an appropriate license.

6. Validity of End User License Agreements

When you buy a font product the accompanying EULA terms apply to that particular purchase. EULA conditions change frequently but they are not legally backwards enforceable so it is crucial that you know which EULA applies to your fonts. Many font suppliers are challenging users of their fonts if they spot potential infringement or unlicensed use. An earlier EULA might permit certain types of 'use' that a later EULA specifically excludes. It can also be the case that earlier EULAs don't contain an exclusion for certain types of use that now requires an additional license.

TIP – EULA terms and conditions are specific to the date of purchase and current EULA restrictions are not backwards enforceable.

7. Font Licenses and Proof of Purchase

With any font purchase you will receive a EULA and/or a Multi-User License if extended use is required. These licenses together with invoices and internet receipts provide proof of purchase, a record of the license level you are covered for and also outline how you are permitted to use the font data. Unfortunately few customers take good care of these documents and can end up buying the same fonts and licenses many times over. This is particularly the case when organisations are trying to clean up their fonts, want to become license compliant or face an investigation into their legal use of software products. If proof of ownership is not readily available this can result in the need to make a significant investment to obtain the license cover needed to continue operations. *TIP – Always make sure you keep all license and proof of purchase documents in a safe place so that you know exactly where you stand and are able to demonstrate the extent of your license coverage at any time.*

8. Multi-User Licensing

If you need to install fonts on more than 5 computers you will require a Multi-User License (MUL). As you increase the number of computers to be licensed the cost per font/per computer reduces dramatically so buying a sufficient number of licenses isn't prohibitive. When you buy fonts from any of our webshops (www.atomictype.co.uk, www.fontshop.co.uk or www.type.co.uk) you can purchase additional licenses in the shopping cart. This is a very easy process as the price is updated automatically as you input the required number of users. You can also contact us by email or telephone for an off-line quote or to extend any existing License. *TIP – Remember, it is illegal to use fonts on more computers than your license permits and watch out for foundries that levy additional charges for use at more than one location.*

9. Extended Use & Alternative Use Font Licensing

There are now many new types of font licensing that need to be considered if you wish to display fonts within modern communication media and technologies or incorporate fonts into any type of digital product. You will require a specific or tailored License if you want to use fonts within: web pages (webfonts), digital newspapers, eBooks, eMagazines, any other online literature, internet broadcasts, streaming, downloads, television, film credits, video, set-top boxes, mobile devices, computer games, digital billboard displays, digital point of sale displays or if you want to distribute fonts as part of a software or hardware product.

CPS can provide a variety of extended use font licenses and alternative use font licenses to meet practically any requirement, these include:

Multi-User licenses (MUL) – This License increases the number of users permitted to use font software by a specific number and relates to desktop use only for print and preview applications.

Corporate License – We can create a custom license with variable terms and conditions tailored to suit whatever your needs might be and accommodate a suite of additional terms: corporation wide (enterprise) global licensing, multiple locations, custom font creation (bespoke fonts), IP assignment, logos, language options, third party use etc. This can all be wrapped up within a tailored agreement created specifically for you.

Web Font Embedding License – Advancing internet technologies now provide a facility that permits you to incorporate any font software into your web pages. We can provide a specific Web Font Embedding License to cover Font Software used for this purpose from certain foundries.

Editable Embedding License – If you want to embed Font Software into documents in a form that permits the recipient to modify the document without having the fonts installed on their computer (Print, Preview & Editable embedding) you will require the addition of an Editable Embedding License.

Commercial Product License – If you want to embed Font Software into any type of product that attracts a fee, subscription or other form of financial benefit you will require a custom Commercial Product License.

Web Server License – This license permits Fonts to be installed onto a server for unlimited distribution internally (intranet) or externally (via the internet) as part of a product, application or service.

Broadcast & Film License – This license permits Font Software to be used in titling, credits or other forms of attribution for any on-screen broadcast via television, cable, satellite, internet, motion picture and for any digital billboard or point of sale use.

Hardware/Software Alternative Product License (OEM) – Sometimes referred to as an OEM (Other Equipment Manufacturer) license, this license permits you to embed, include, combine, use Font Software for commercial distribution as part of another product or device such as any software product, hardware product, Games, DVDs, Set-Top-Box, mobile device etc.

NOTE: License terms, coverage, consents and costs may vary widely from one foundry/font publisher to another.

For further information about any type of font licensing requirement, please email info@cpsnet.co.uk or call us on ++44 (0)1242 285100.

10. Taking Control of Your Fonts & Licenses

Managing font software and license documents can be complicated and time consuming, here are a few pointers and how we can help.

Software Asset Management and Legal Compliance

As more companies understand and recognise the importance of software licensing, software asset management (SAM) and the need to be legally compliant, they are becoming more aware that the same requirement applies to managing and controlling their fonts. Despite this there are many businesses that continue to ignore the risks that unlicensed font use poses or are unaware that they are using font software illegally.

NOTE: If your organisation endeavours to become software compliant or strives for software compliance accreditation, you will only ever achieve partial compliance unless font software is included as part of the software compliance process.

The Benefits of Organisation and Font Control

The scale of unknown font use and font 'traffic' in most organisations is vast so unless you operate a rigorous purchasing and font control policy you are more than likely to be on the wrong side of the law. Fonts are received and distributed on a daily basis: downloaded from the internet, passed amongst staff attached to emails, part of or attached to documents and jobs and might be stored on a variety of portable storage mediums. But if you operate a cohesive company policy you will benefit from knowing which fonts you own, have stable systems and networks, have optimal font operation and of course have peace of mind in the knowledge that your font licensing is fully compliant.

TIP – If you think you are using fonts illegally or want to refine the number of fonts you use contact us for advice and to arrange a font audit.

How do You sort out Your Fonts and Font Licenses?

The first step is quite simple. You need to work out a plan of action and to appoint someone to become responsible for font purchasing, font license administration and font control. Procedures then need to be established to govern font software use going forward.

Next, you need to identify which fonts and licenses you own, which fonts you need and the extent of license coverage required. This will involve checking all historical font licenses, receipts, invoices and any other proof of purchase documents and then checking and identifying all fonts present on your computers, servers and networks. Once a target list of fonts is drawn up you can eliminate all fonts you don't need and check the list against license records and proof-of-purchase documents to identify any licensing shortfall. **TIP** – During any font rationalisation you should also consider replacing old PostScript and TrueType fonts with current OpenType versions to improve font quality and compatibility.

How We Can Help?

If you would like to clean up your fonts and font licenses, CPS can advise and help with the process or take on most of the work for you. Font auditing can be a daunting prospect but with our extensive knowledge of fonts and font suppliers we can help to minimise the time required, identify all font and font records, check applicable EULA conditions and license coverage and provide a comprehensive report that advises you how to rationalise and fully optimise your fonts and font licenses. Once the auditing process is finished we can provide a complete font and font license management service to help you keep track of everything.

We can also provide an Online Account service which holds a permanent record of all your current and historical font and font license purchases made from us and from anywhere else. This confidential Online Account facility can also be used to purchase additional fonts and font licenses at times that suit you (day, night, weekends) on a credit account basis so you won't have the inconvenience of having to buy with a credit card.

NOTE: For further information about an Online Account please email info@cpsnet.co.uk or call us on ++44 (0)1242 285100.

We can advise you on and provide solutions for the following:

- Your font purchasing, installation, management policies and font auditing
- End User License Agreements, Multi-User License Agreements & license upgrades
- Corporate Licenses for Worldwide use customised to your exact requirements
- Use of fonts off-site, on laptops, by Freelancers and by Third Parties
- Web Font Licensing and Web Server Licenses
- Font Embedding Licenses for any commercial product
- Licenses for Mobile Devices and Set-Top Boxes
- Licenses for Computer Games
- Specialist Licenses for Broadcast use, Film and Video
- Specialist Licenses for Digital Billboards and other Digital Displays
- OEM Licensing for bundling with or embedding fonts into your product

For further information about any type of font licensing requirement, please email info@cpsnet.co.uk or call us on ++44 (0)1242 285100.

11. Font Piracy, Copyright, Trademarks – Frequently Asked Questions

What is Font and Software Piracy? – Font piracy and software piracy is the unauthorised copying or distribution of copyrighted fonts and software or use in excess of the coverage provided by the applicable license. Piracy occurs when you copy, download, share, sell, or install multiple copies onto personal or work computers. When you purchase fonts or software, you are actually purchasing a license to use them, you don't own the physical data. The license provided with the products stipulates how many times you can install the fonts or software, therefore it's important to read and understand what your entitlement is. If you make more copies of the fonts or software than the license permits, you are pirating that software and breaking the law. Whether you are casually making a few copies for friends, loaning CDs or distributing pirated fonts or software downloaded from the Internet (often including so called 'free' fonts and software), or installing fonts or software on more computers than permitted, you are committing copyright theft and infringement – font and software piracy.

DON'T BE A FONT PIRATE – GET LICENSED, GET LEGAL.

What is a Font or Software License? – These are the terms and conditions of use stipulated within an End User License Agreement (EULA) or an extended use license, as specified by the software publisher or owner of the copyright. With EULAs and extended licenses (provided in paper or electronic form) you are obligated to read and accept the license before using or installing the applicable fonts or software. If you are in breach of the license conditions or exceed the permitted level of use, you are likely to have infringed the owners' copyright.

What is Copyright? – Copyright is a property right that gives the copyright owner exclusive rights to produce copies, control or perform an original literary, musical, dramatic or artistic work. In the United Kingdom, copyright is legally defined in the Copyright, Designs and Patents Act 1988. Computer software (and Font Software) is defined in the Act as a 'literary work' and is therefore protected by the Act.

What is Copyright Infringement? – If you do anything with work restricted by copyright as defined in the Copyright, Designs and Patents Act 1988 without the permission of the copyright owner, then it could be an infringement of that owners copyright. For example, if fonts or software are copied, distributed or used beyond the extent of the applicable license without the owner's consent that is an infringement.

What are the Penalties for Copyright Infringement? – If copyright infringement is proven against you in a criminal court, you could receive an unlimited fine and up to ten years imprisonment for each copyright infringement offence.

What is a Trade Mark? – A trade mark is a sign, symbol, name or logo, which is used to distinguish the goods or services provided by one trader or business from those of another. In the United Kingdom, registered trade marks are legally defined by the Trade Marks Act 1994. A registered trade mark is a property right gained by registering the trade mark at a Trade Mark Registry or Patents Office. Most software products and some font products are protected by trade marks.

What is Trade Mark Infringement? – A registered trade mark is infringed if it is used in any circumstance without the trade mark owners consent. For example, if trade mark protected fonts or software are copied, distributed or used beyond the extent of the applicable license (or without any license) or if you publish or print a trade mark without consent then you will have infringed the registered trade mark.

What are the Penalties for Trade Mark Infringement? – Under the Trade Marks Act 1994, you can be arrested for criminal infringement of a registered trade mark. If trade mark infringement is proven against you in a criminal court, you could receive an unlimited fine and up to ten years imprisonment for each trade mark infringement offence.

Am I allowed to make Back-Ups of my Fonts and Computer Software? – The Copyright, Designs and Patents Act 1998 specifically allows the making of back-up copies of computer software (including fonts), but usually only one copy providing it is for lawful use. EULAs usually contain a clause covering back-ups, check your software License agreement for further information.

For further information about any type of font licensing requirement, please email info@cpsnet.co.uk or call us on ++44 (0)1242 285100.

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