

Fonts and (illegal) software

Questions and answers

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Fonts and (illegal) software Questions and answers

We have collected and categorised large numbers of questions that users have asked about the issue of fonts and related software. The questions, with our answers, are given here. In formulating the answers, we have to a large extent used information and expertise on fonts and software that has been made available by Adobe, Agfa-Monotype and Linotype Library. For reasons of effectiveness, this publication takes no account of differences in the conditions imposed by the various producers. For more detailed information on this issue, please contact the font publishers themselves.

Answers to the most frequently asked questions

a. General

1. In what cases are software licences needed?

In principle, you need a valid user's licence for each piece of software you use. Producers use a variety of names for such licences, such as End-User Licence Agreement or End-User Licence, but these all indicate the formal right to use the digital software in question on a CPU. In many cases there is a direct relationship between the physical software (the media on which the software is used and the related documentation) and the right-of-use. In some cases that right is linked to the use of what is known as a 'dongle', though usually the software is supplied on digital media. For each work-station and each PC or Mac, a licence is needed for all system programs, applications software, utilities, plug-ins, fonts and font-related software. When workstations are hooked up into a network, the accessibility of centrally stored application programs and fonts is the critical factor in determining whether software licences are needed for all the individual working locations. When software is used at separate, unconnected working locations it is relatively easy to determine the explicit use. The possibility of incorporating workstations and other production equipment into a single network has obviously made it easier to rapidly exchange or transport data from one location to another.

However, this form of flexibility is considerably more expensive in terms of user-costs for software. This is because the possibility of using software at all the working locations has direct consequences for the user-costs.

There is an extra charge on this optimum flexibility, as it is necessary to invest in software licences for relatively large numbers of workstations.

Some operating systems have the option of explicitly limiting use and setting the privileges and rights of each user. Separate management systems control the availability of, and access to, software and can limit its use to a pre-defined number of working locations and peripherals. Such systems can also support more than one platform and may incorporate security systems that execute the distribution and upgrading of software. Font-management systems can also precisely control which workgroups are allowed to have which parts of a font collection and can check for which supplied fonts the appropriate licences are in place. In some cases, they even make it possible for users to obtain the required licences online.

2. What to do about software-upgrades?

In certain cases, software upgrades may only be used once the old software has been removed. Furthermore, the transition to the latest version must be effected within a set period, the length of which depends on the producer. However, if circumstances demand that an older version of the software should continue to be used for certain activities (i.e. that two versions should be used in parallel) it is advisable to inform the producer. In many cases, the software user is required to return to the producer the old version and the digital media on which it was stored and/or used. The storage and/or use of superseded versions at any other working location is usually prohibited. In some upgrades of digital letter-fonts, the composition of the character set may change. In the upgraded version, for example, characters which are not typeface-dependent may have been replaced by specific characters which, typographically speaking, are the best match to the letters of that font. In the majority of such

cases, font producers demand that the old versions be removed. In the case of letter-fonts, sometimes the old digital media must also be returned to the producer.

3. Are combination upgrade deals possible?

Some producers, including Adobe, allow users to make advance agreements with them on the number of working locations for which application software or multi-user licences are to be purchased. This kind of deal allows for software combinations and is particularly interesting to large or rapidly growing companies, as well as those with offices in several locations. In such cases, the Version Upgrade Products (VUP) comprise a number of different applications. Other members of the BSA (Business Software Alliance) also offer such deals.

4. Do the upgrade deals offered by BSA members differ?

BSA members include Apple, Microsoft and Adobe. Apple owns the rights to its own Operating System and TrueType font technology, Microsoft to its OS (Windows) and various applications, and Adobe not only to the most commonly used graphics application software but also to PostScript font technology and many letter-fonts.

As Adobe has also granted these rights to producers including Agfa, Linotype Library and Monotype, covering these companies' font designs and the necessary digital data as well, it should be clear that Adobe, directly and through the BSA, exerts control on the distribution of its software through companies such as Agfa, Linotype Library and Monotype. As each software supplier imposes its own conditions, these may differ. Adobe, however, supervises suppliers' use of the proper licences and also checks whether producers such as Agfa, Linotype Library and Monotype are correctly exercising their rights to its fonts and font technology.

5. What are fonts?

The use of two terms – font and typeface – causes confusion.

Each variant of a typeface is referred to as a weight. For each weight a font is needed, a set of characters and symbols. In typography, all the variants and design sizes of one particular design are referred to collectively as a typeface family. In computers, the concept of a font family is more often used in this context. For example, all variants of Univers are referred to as the Univers font family. For clarity's sake, note that the italic and bold variants are also regarded as separate fonts. Character sets in small capitals and Expert sets are also separate fonts. A complete font library may, for example, comprise 4200 fonts in 950 font families.

6. What is a licence or right-of-use for fonts?

By granting a licence, the owner of the font designs and their digital definitions grants to other parties the right to use the fonts temporarily. The licence may give the user the right to use precisely defined fonts on an exactly defined number of CPUs (workstations as well as output devices with RIP or Renderer), though this depends on the specific supplier's conditions. In their conditions, different suppliers use different terms and quantities to indicate the scope of the licence agreement.

7. In licences, that does the word 'temporarily' actually mean?

A licence agreement is always temporary in order for the licensor to be able to react accordingly if the user (licensee) does not meet the obligations, as described in the licence agreement by which he is bound. In that case, the licensee may even be required to return all the fonts, digital data and documentation to the supplier.

8. What is a digital font and what is font software?

The concept 'font' is described above (under question 5). A digital font is a description of a typeface. Font software is necessary for fonts to be reproduced in a specific manner on a particular platform. For fonts to be used, the Postscript (Adobe) and TrueType (Apple) technologies require special font software based on the respective operating systems (Windows or Mac OS). OpenType fonts can be used on any platform.

9. Does the distinction between Windows and Mac play a role?

Most font collections are supplied on CD-ROMs which include both Windows and Mac versions. This makes it possible to install fonts on either type of computer. In so doing, be careful to ensure that the maximum number of users as defined in the licence is not exceeded.

b. Relationship between client and commercial printer or service bureau

10. If the client has paid for the fonts, must the commercial printer or service bureau also hold licences to the fonts and font software in order to be permitted to do the job?

In principle, any user must hold a licence to use fonts. This also applies to the commercial printer or service bureau that does the job. If a client gives a job to a commercial printer or service bureau to produce a certain product and supplies the necessary fonts, the latter party must also hold licences for all those particular fonts. In accepting a file with fonts supplied by a client, a commercial printer or service bureau that does not own a licence to use the fonts in question is therefore taking a risk – in other words, acting illegally.

11. What do licence agreements have to say on this issue?

Most licence agreements explicitly state that the licensee is not authorised to copy fonts to third parties. This also applies to the including or supplying of fonts to a producer in the graphic arts industry. This condition applies in all cases except those in which the commercial printer or service bureau has entered into a licence agreement for the same fonts from the same producer as the client. Of critical importance here is the original, internal name of the font. The licensee (client) should always ensure that the commercial printer or service bureau holds licences for the fonts to be used. In practice, this happens far too infrequently.

12. Are there also cases in which a commercial printer needs no licence?

A commercial printer needs no licence if ‘analog films’ are provided by, or on behalf of, the client for further processing. The commercial printer also needs no licence if provided with ‘digital films’, i.e. bit-map, TIFF IT P1 or CT/LW files, in which the complete pages have already been ‘ripped’ (i.e. using a RIP) by a prepress firm or some other supply company. When ‘ripped’ screen files are provided, the commercial printer is not permitted to carry out any further interpretation (i.e. alteration) of the font data and it is therefore guaranteed that the commercial printer will change (next to) nothing.

13. May a commercial printer or service bureau make use of the ‘space’ in the client’s licence agreement?

The question may arise as to whether a commercial printer is permitted to make use of reserve capacity in the licence agreement of a client who, for whatever reason at all, has only been able to utilise part of that agreement. This practice, however, is never permis-

sible, for the licence agreement is always in a specific company's name. Two-company licences do exist but are extremely rare; in such cases, each company signs a separate agreement on the use of a specific font, font compilation or font family.

c. Application of the licence agreement in graphic arts companies

14. What is a multi-user licence?

A multi-user licence is a right-of-use which governs the use of fonts and font software at more workstations and/or printers in one location or company than are referred to in the standard licence agreements.

15. What is a multi-site licence?

The right to use fonts pertains to a single company and a single location. Groups of companies which operate at several locations yet form a single legal entity may obtain a combination of a multi-user and a multi-site licence. Such an agreement defines the production and office locations, as well as the number of pieces of equipment in use at each location. The licensee is the headquarters or head office, which signs for the overall rights. International multi-site licences exist for internationally operating companies. The conditions of such agreements may differ from one producer to another.

16. What should a graphic arts company do if it uses more than one platform?

In reality, it is no secret that software packages are available which can convert a supplied PC font into the corresponding Mac format. These packages are especially convenient for quickly converting from one format to the other if the software for the font in question is not immediately available in a form compatible with one of the two operating systems.

In general, however, this sort of conversion is not permitted unless you own the necessary licences for the two different types of font software and the two different platforms. In using such conversion packages there is an additional risk that part of the necessary digital font data will be omitted, with all the problems that this entails for further production.

17. Can an employee of a graphic arts company use fonts for which that company holds a licence on his or her PC or laptop at home?

There is no straightforward yes or no answer to this question. In general, licensors allow their fonts to be used at home only if the operator in question works at home rather than on the company's premises. Furthermore, other people are not permitted to have access to the fonts. Producers often incorporate specific conditions relating to this issue in the agreement.

d. Fonts for specific applications

18. Must you also have a licence for a client's house-style font?

Here, the general rule is that you must have a licence for all fonts which are to be used, even if the client owns and supplies you with special fonts. In almost all cases, the client will help you to obtain the necessary special licences. If the client only uses a special width-table for the house-style font, it is usually sufficient to hold a licence for the standard version of that font.

19. What are 'fonts on demand', locked and unlocked fonts?

The term 'unlocked fonts' is used when the user is allowed to use the entire purchased font collection without further interference.

However, it is not always necessary for users to purchase a complete font library, though this depends on the kind of work and/or the size of the company. For this reason, suppliers have made it possible for users to buy 'fonts on demand'. In this case, the user buys the CD-ROM with the whole collection but needs a special unlock code for a particular font and the associated font software. Such CD-ROMs are available in versions for both Windows and Mac platforms.

Generally speaking, this method can turn out to be more expensive than buying the entire font collection in one go. In addition to the higher price per font, unlock and/or administration fees are also payable. In addition to their extensive collections, suppliers have also put together smaller collections or compilations of CD-ROM fonts.

20. What are 'embedded' fonts?

The term 'embedded' fonts refers to fonts which are an integral part of the file that contains them. A special encryption technique makes it impossible to extract such fonts from the file. If a client supplies a file containing embedded fonts and the commercial printer or service bureau does not edit or manipulate the text in any way, a licence is not needed. This is, however, on the explicit condition that the licensor has permitted the embedding of his fonts as a special technique. If a client supplies a file with embedded fonts and the commercial printer or service bureau does process the text further, the latter company must have a licence for the fonts in question.

21. What is an example of the use of 'embedded' fonts?

One way in which embedded fonts are used is in the exchange of digital files between various parties in the market by means of a defined system.

An example is the exchange of advertising material between advertising agencies and newspaper producers according to pre-defined standards.

22. Is it possible to embed fonts in PDF files?

Yes it is, though not every font designer permits his fonts to be embedded. In most cases, fonts can be incorporated in a PDF file. At present, some font suppliers (still) prohibit processing of their fonts via PDF. There are a number of fonts that are not permitted to be embedded in the PDF format. Examples are non-Roman fonts, which are extremely expensive to purchase. By using an electronic checking option (flag), the supplier can prevent some fonts from being embedded. Font suppliers that permit the use of PDF demand that the commercial printer or service bureau holds a licence for the font(s) in question.

23. What is meant by the editing of PDF files?

Editing a PDF file means making changes (of text and/or image) to the PDF file. To make any changes to text in a PDF file, you need a licence for the font in which the changes are to be made.

e. Specific situations

24. Is the right to use a font transferable to third parties?

In principle, the right to use a font is not transferable. In some cases, depending on the licensor, the licence for the entire font library may be transferable. In such cases, some licensors demand that both the old licensee and the new licensee (transferee) sign a transfer agreement with the licensor. This issue is very important when a company is taken over, or when its assets are purchased following bankruptcy. In such cases, the old licensee must declare in writing that there are

no remaining files with fonts and font software, documentation and files on CPUs and/or other digital media. The company in question must also declare that it accepts liability for any damages resulting from legal action.

25. How come there are fonts in the Adobe library which also occur in a Linotype Library and Agfa-Monotype collection?

In the 1980s, Agfa, Linotype Library, Monotype and Adobe signed agreements on mutual distribution of fonts. In addition, some of the International Typeface Corporation's fonts are distributed by these three suppliers. Over 15,000 professional letter-fonts are now estimated to be in circulation, divided between the most important suppliers. There are a further 10,000 specialised fonts, mainly from the smaller font producers, which occur on a limited scale.

f. Practical application

26. To sum up, what is illegal and what is legal in this context?

Font software and software packages that have been obtained or transferred from other parties and for which no original invoices are available in one's own name are deemed illegal. Any commercial printer or service bureau that uses fonts should be able to produce original invoices in its name to prove that it has legally obtained the right to use the fonts and font software installed on the company's equipment. Clients are advised to ensure that commercial printer and service bureaus hold the necessary licences.

27. How should we deal with fonts supplied with files?

In order to achieve a good graphic arts product it is often sensible and necessary to make use of the fonts supplied with the files.

This prevents text overruns or reflow, for example. However, use of fonts supplied in this way is only permitted if the commercial printer or service bureau itself holds licences for the fonts in question.

28. Where can we get further information?

A number of bodies provide information on the issue of fonts, font software and their legality. The various organisations that distribute applications software and letter-fonts provide extensive information on their products.

Colophon

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