

Navigating the Legal Risks of Fonts: Licensing, Copyright, and Enforcement

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Why Fonts Create Legal Risk

- Fonts seem simple. The legal issues are not.
- Internally, fonts are often treated as:
 - Designers → Creative tools
 - Legal → Not, or minor procurement items
 - IT → “Just another file”
- Ubiquitous use + decentralized workflows = fonts go “viral”
- Fonts implicate © + software + contract = complicated
- IP protection and enforceability are uncertain
- Foundries are increasingly aggressive

Agenda

1. Font Terminology + History
2. Digital Fonts
3. Copyright and Fonts
4. Font Licenses
5. When Things Go Wrong
6. Key Takeaways

Key Terms

Character

The abstract idea of a letter (e.g., “a”).

Glyph

The visual design of that character.

Typeface

The design family (e.g., Times New Roman)

Font

The specific digital file (weight, style, format)

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From Physical to Digital Type

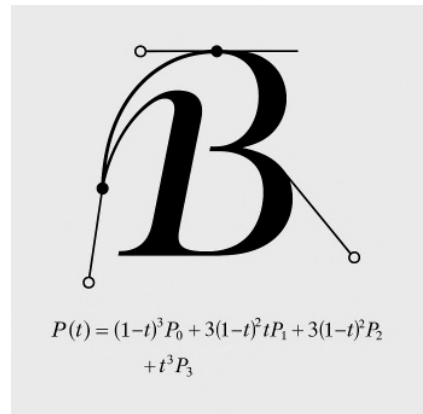
Fonts used to be physical objects.

Letterforms become data →
Mathematical curves (Bézier), coordinates,
metadata.

Fonts → digital files interpreted by software.

That shift drives modern font issues.

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Font File Formats

- **1984:** PostScript (Adobe) — scalable outline fonts
- **1989:** TrueType (.ttf) (Apple)
- **1996:** OpenType (.otf/.ttf) (Adobe + Microsoft)
- **2010–14:** WOFF / WOFF2 — web-optimized
- **2016:** Variable fonts — one file, many variations

What's Inside a Digital Font

- Sequence of concatenated tables
- “glyf” table defines the appearance of the glyphs with coordinates

TrueType Font File (.ttf)		
head	Font header – metrics, version	
cmap	Character to glyph mapping	
glyf	Glyph data	
hhea / hmtx Horizontal metrics		
maxp	Maximum profile	
name	Naming table	
OS/2	OS/2 metrics	
post	PostScript info	

How Fonts Are Used Today

The same font file may be used in:

- Desktop design
- Websites
- Mobile apps
- Servers (including adtech & DCOs)
- Ads and emails
- Documents and PDFs

Different uses = different license rights

Where Fonts “Live” Matters

Desktop

Web

Servers

Cloud

Apps

Documents

Devices

← *Same font file—
different environments,
different licenses.*

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Copyright and Fonts

- **Typeface** is not protected by copyright. 37 C.F.R. § 202.1(e)
- **Computer programs** may be protected by copyright.
- What about computer programs that generate typeface -- i.e., **font software**?

The Copyright Office and courts have struggled to answer this.

Laatz v. Zazzle (N.D. Cal. 2025)

- Designer’s “Blooming Elegant” fonts denied as program; registered as *font data*.
- Court: generated by FontLab, not hand-coded → not protectable as “font data.”
- Font data registration *invalidated* (on reconsideration) → **copyright claim dismissed.**
- Copyright Office: “In no case would registration extend to the data or numerical coordinates depicting a letterform.”
- **Contract** claim *just* settled on eve of trial.

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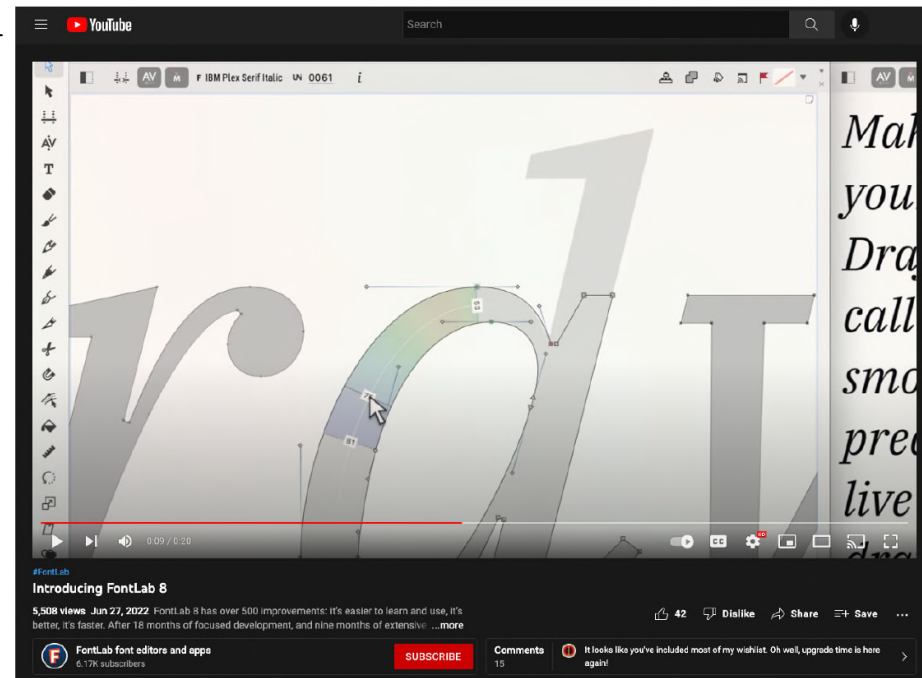


Figure 1: Designing fonts with FontLab

Why Contracts Matter

- Because copyright protection is absent, limited and/or unclear
- Foundries rely heavily on license agreements
- Most font disputes are contract disputes, not © cases

Font Licenses: Two Different Models

“Software” Font License – Controls use of the *font file*.

Treats the font as a protectable computer program.

“Output” Font License – Attempts to control use of *designs produced* from the font.

Treats the typeface as protectable.

Typical “Software” Font Licenses

- **Desktop:** per seat / user
- **Web:** by pageviews
- **App:** by installs
- **Server:** by CPU or render node
- **Document:** by distribution volume

Example: Monotype

Desktop: for creating designs [# of users]

Webfonts: for your website [# of pageviews]

App: for embedding in mobile applications [# of apps; # of registered users]

Digital Ad/Email: for use in HTML5 ads [# of impressions]

Electronic Doc: for embedding in e-text products [# of Commercial E-Docs]

Desktop License: “Use the Font Software . . . to create, edit, view, print and distribute materials, provided that, (a) the materials do not contain the Font Software embedded, and (b) if you create a static image” using the typeface, it must not consist of or enable access to individual glyphs of the software for use by other software or systems.

Does the license cover logos?

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Example: House Industries

8. The following uses of the Licensed Software and **Fonts** and **glyphs** generated thereby are expressly NOT PERMITTED under this agreement.

d. Any product for sale, product packaging, digital/social media/web advertising, print/POS advertising, and/or tv advertising.

j. Use in entertainment services, such as but not limited to cinema, motion pictures, on television or on cable television, or in animations, irrespective of the method of transmission or viewing;

k. In a logo.

Does this license cover logos?

Open Source Fonts

- **OFL:** SIL Open Font License – shareable, modifiable, embeddable.
 - <https://openfontlicense.org/open-font-license-official-text/>
- **Google Fonts:** distributed under OFL or Apache 2.0.
 - 1,890 families and counting
 - <https://fonts.google.com/>

Cloud-Service Licenses

Adobe Fonts, Microsoft Cloud Fonts, Google Fonts API

→ typically cover desktop + “embedded” web use, but not redistribution or embedding in products.

The CLE Code is

GLYPH

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Font Landmines

- Fonts are easy to copy, hard to track.
- Fonts sent to/from 3Ps (designers, agencies, developers, printers).
- Licenses vary wildly and are rarely read.
- Same font file used across web, app, and print with different rights.
- License terms often lost in creative workflow.

Enforcement

- Designers and foundries actively monitor web usage.
- Detection tools easily identify unlicensed web fonts.
- C&D letters often disguised by friendly “retroactive” license offers.

Brand Design Co. v. Rite Aid (D. Del. 2022)

- House Industries sues over use of Neutraface for RITE AID logo.



- Court: claims *not preempted*—EULA enforceable.
- Upholds breach of contract, unjust enrichment, unfair competition.

Shake Shack v. Brand Design Co. (S.D.N.Y. 2023)

- Shake Shack sues for declaratory judgment over Neutraface in signage.



- Court: no enforceable contract alleged; EULA *preempted* by Copyright Act:
 - “There is no qualitative difference between use ‘as a logo’ or ‘in signage’ and ‘public display’ of Neutraface glyphs.
- Second Circuit law disagrees with *Rite Aid* on copyright preemption.

Where Things Stand

- © protection is uncertain (at best).
- Courts split on EULA enforceability (© preemption)
- Monotype consolidation continues.
- Shift toward SaaS licensing model.
- Enforcement pressure is not slowing down.

Risk Mitigation

- Inventory all fonts in use (desktop, web, apps, servers).
- Centralize font management and license records.
- Prefer open-source fonts for branding and web use.
- Explore custom font design.
- Vet foundries and read license terms closely.
- Treat font licenses like software agreements.
- Leverage the complex dynamics of font law and litigation.

**** U.S. Only!** Foreign law may protect typeface... **

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