
END USER LICENSE AGREEMENT (EULA)

This End User License Agreement (hereafter "EULA") is a legally binding contract between you (hereafter "Licensee" and/or "you") and Dominik Thieme. Upon purchasing, or/and downloading or/and installing the Font Software, you accept the following terms and conditions of the non-exclusive, non-refundable and non-transferable license.

The licensee acknowledge understanding of the complete license agreement before agreeing to the conditions specified here.

If the licensee refuses to accept a contractual obligation through this license agreement, they are not permitted to download, access, and/or use the Font Software.

This contract represents an agreement between the parties. Verbal collateral agreements do not exist. Any verbal agreements are only binding if said verbal agreements have been acknowledged and confirmed in writing by Dominik Thieme.

1 Software

1.1

In this Agreement, "Font", "Typeface" or "Font Software" have identical meanings and are defined as the designs of the Fonts and the software that produces a typeface design(s) together with any other artworks that may be associated with the Font. The term "Font Software" includes any and all updates, upgrades, expansions, modified versions and working copies of the Font Software.

1.2

The Font is provided in an encrypted software form (so-called Font Software). When used properly, the software generates digital fonts which the buyer can then use in suitable application programs.

1.3

The Font Software underlying this contractual agreement is the intellectual property of Dominik Thieme, now and in the future. Dominik Thieme owns all rights, titles and interest in and to the Font, its structure, organization, code, and design of the Fonts embodied therein, the trademarks, trade names and service marks.

2 License

2.1

Upon full payment of the agreed-upon usage fee, Dominik Thieme grants the licensee the non-exclusive, non-transferable, non-sublicensable right and license, subject to the terms and conditions of this EULA. The Font Software is licensed, not sold. Purchased Fonts will remain copyright to Dominik Thieme.

2.2

The basic Licence consists of the right to simultaneously use or store the Font Software on a maximum of three (3) computers (workstations) or by a maximum of three (3) users at one single geographical location stipulated by the licens-

ee, within one single company/business entity or institutional entity only. The installation and the usage on portable computer devices is permitted within the number of licensed computing devices.

In the event that extensions to the above mentioned basic Standard Use License restrictions become necessary, the licensee is obliged to purchase an extended license.

The licensee shall not install the Font Software on a server, which can be accessed by the Internet or by other external network system (a system other than LAN) by Workstations, that are not part of the licensed Unit.

2.3

Licensee may make and use back-up copies of the Font Software for archival and recovery purposes only, provided that Licensee retains exclusive custody and control over such copies. Any copy of the Font Software must contain the same copyright, trademark, and other proprietary information as the originals.

2.4

The Font Software is directly licensed to the end user for customary personal or internal business purposes, which does not include any distribution whatsoever of the Font Software or any components thereof.

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The Licensee is obliged to inform employees, clients and anyone granted access to the Font software within the Licensing agreement about its content and the conditions, and put them under the obligation of compliance with those provisions and conditions. In such cases, the contractual relationship is formed between Dominik Thieme and the actual end user.

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The Licensee further undertakes not to use the trademarks and/ or the names of the Licensed Fonts to identify any products or services that are similar or identical to the Software or to the Licensed Fonts.

2.5

The use of the Font software without valid or adequate licensing constitutes an infringement and is illegal. Dominik Thieme reserves the right to take legal action against any infringer for damages. The use of the Font without valid or

adequate licensing constitutes an obligation of every infringer to pay to Dominik Thieme a retroactive license appropriate for the documented illegitimate use. A retroactive license is calculated with the licensing price of the actual font with an additional surcharge of at least 200% of the actual license fee. Depending on the nature of the offense, Dominik Thieme reserves the right to add further charges for expenditure, time and legal expenses.

2.6

DESKTOP

Desktop fonts are optimised for the production of printed materials, and are made available in OTF format (Open Type). You are allowed to print them on an "Output Device" producing a usable representation of the Font, such as, but not limited to: a printer, image setter, laser setter, plate maker. You are allowed to produce static images (hereinafter referred to as the "Image files" such as, but not limited to: JPEG, TIFF, PNG) subject to the following restrictions: Image Files must feature fixed images of specific applications of the Licensed Fonts rasterized in a pixel grid. Image Files must not feature outlines of the Licensed Fonts, or permit the extraction or extrapolation of outlines of the Licensed Fonts.

The embedding of Fonts into digital documents is permitted so long as the Font Software is subset, the document text can be viewed and printed but not edited and that reasonable measures are taken to ensure recipients of such documents cannot extract or use the embedded Fonts. Rasterized copies of images showing the Font are permitted provided the images do not result in all or substantially all of the characters comprising the Font. If the resulting images show most or all of the Font characters, a rasterized showing of the Font is not permitted. In order to transfer digital files over private computer networks, you are entitled to embed the Licensed Fonts in a secured read-only mode, subject to the following restrictions: you shall secure Embedded Documents against any unauthorized use by any third party, as extracting the Software or using the Embedded Licensed For the exclusive purpose of outputting certain files, the licensee is permitted to transfer temporarily a copy of the Font Software which is used for creating the pertinent file to a commercial printer or another service company. Such copy of the Font Software must be destroyed immediately after printing. In the event of active use of the Font Software (i.e. for text modifications, corrections, etc.), the service company is required to acquire its own license. The Licensee is obliged to inform any such commercial printer/prepress/ service company about the content of this License Agreement. It is prohibited to convert desktop fonts into web fonts.

2.7

WEB

Web fonts are optimised for the display of text on webpages. They are provided in the formats WOFF and EOT. The web font licence is restricted to use of the font software on single domain (URL designated by the buyer, including subdomains, with the anticipated, monthly Internet page traffic as specified by the buyer in the order process (based on unique visits). The licence must be upgraded in the event that the traffic increases over the licence period. The buyer provides assurance that the stated traffic is truthful, and shall, upon instruction, be required to submit evidence of the underlying accuracy to Dominik Thieme e.g. by providing screenshots of

its server analyses.

The web fonts are provided for the purpose of 'self-hosting', which means that the buyer must integrate the text on its website by the CSS@fontface technology to style text. Upon purchase, the Licensee provide assurance that it is not recognisable where the font software is stored on their server. You are not entitled to post a public link to download the font software. It must not be possible for a third party to directly link, copy or download the font software. It is only permitted to integrate the web font in the designated web domain. It is prohibited to convert web fonts into desktop fonts.

2.8

APPS, EPUBS AND EBOOKS: For publishing/distributing of font software in apps for mobile devices, as ePubs or as eBooks, a licensing extension to the desktop license is required. Such licensing is granted for a yearlong temporary use, at an annual fee. The license is two-fold:

- Perpetual desktop/print licensing for designing and for generating the app/ePub/eBook.
- Annually renewable licensing for publishing the app.

2.9

BROADCASTING, TV & CINEMA: For Broadcasting, Television and Cinema use, an additional licensing extension to the "Desktop License" is required. Such licensing extension covers use in specific media, within defined territories.

2.10

SOCIAL MEDIA AND STREAMING VIDEO:

For use in social media and for streaming video on websites and social media networks, a licensing extension to the "Desktop License" is required.

2.11

ONLINE BANNER ADS, WEB ADS, VIDEO ADS AND DIGITAL POINT OF SALE:

The use in online banner ads, web ads, video ads, and digital point of sale devices is subject to an additional license to the "Desktop License".

3 Modification

The Licensee agrees not to modify, adapt, translate, reverse engineer, decompile, disassemble, alter, or attempt to discover the source code of the Font Software except as explicitly provided for in this Agreement. The Licensee does not have the right to modify and/or alter in any way the Software, the Licensed Fonts and/or the original drawings contained in the downloaded files for private use, business use, resale or further distribution. If Licensee wishes to modify the Font Software, Licensee must obtain the prior written permission by Dominik Thieme.

Any rights, including but not limited to copyrights and trademarks, of both the original version and the edited version remains with Dominik Thieme and their respective owners, and the number of devices covered by the license remains the same overall. Outside of their legal use as described in this license, the Licensee may not distribute, lend, rent, sell, give away, publicly or privately share any modified or unmodified version of the fonts. Dominik Thieme does not offer any support for or guarantee the proper functioning of any modified fonts.

4 Warranty and Liability

Upon receipt of the Font Software by the licensee, Dominik Thieme grants a 30-day warranty guaranteeing that the Font Software is essentially free from material defect in accordance with the documentation. To make a warranty claim, the licensee has to return the Font Software, including a copy of the sales receipt within the 30-day warranty period to Dominik Thieme. If the Software does not perform substantially in accordance with the installation information, the entire and exclusive remedy and liability is limited to the replacement of the Software.

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5 Termination

Dominik Thieme has the right to terminate this Agreement and all granted usage rights immediately if Licensee fails to comply with any of the terms of this Agreement. In the event of termination, the Licensee must immediately delete the originals and any copies of the Font Software and Documentation. At the request of Dominik Thieme, the Licensee is obligated to provide written assurance that said deletion has occurred.

6 Payment

All payments are to be made in the currency and in accordance to the payment conditions set forth in the Sales Receipt. As soon as the payment is credited to Dominik Thieme, the Font will be dispatched by email or download link.

7 Data

The purchase website may store and process the customer data relating to each purchase agreement exclusively to the extent, and in the manner, in which it is necessary for the execution and fulfilment of the purchase agreement. Dominik Thieme is not responsible for any restored data.

8 Final Provision

The licensee agrees that any and all rights not expressly granted in this Agreement are reserved to Dominik Thieme.

Dominik Thieme reserves the right to change this Agreement from time to time as it sees fit and your continued use of the site will signify your acceptance of any adjustment to these terms. You are therefore advised to re-read this statement on a regular basis.

All changes to this contract require written form.

Should any of the provisions of these General Terms and Conditions be invalid, this shall not affect the validity of the remaining provisions.

The agreements concluded between the provider and the customer shall, without prejudice to mandatory regulations under international civil law, be subject to the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).