

END USER LICENSE AGREEMENT (EULA)

of Fontwerk GmbH, Prenzlauer Allee 186, 10405 Berlin, Germany (“Fontwerk”)

I. Preamble

We grant the Licensee a non-exclusive license, unlimited in time and place, to use the Font Software for private or business purposes.

The content and scope of the license is determined by the License Model selected in the license agreement in conjunction with the [General Terms and Conditions](#) for the Webshop of the Fontwerk GmbH (“Webshop Terms”) and this EULA, insofar as applicable to the selected License Model.

The aim of Fontwerk’s licensing model is in particular to create legal certainty for Users when using Font Software for different formats in a project.

II. Definitions

The **“Licensee”** is the person or legal entity who has acquired the license to the Font Software from Fontwerk and uses or transfers it as intended in accordance with these terms and conditions on a Desktop, Website, App or Electronic Publication. It is irrelevant whether the Licensee is an entrepreneur or consumer. The Licensee is also the one for whom the buyer has acquired the license.

“Authorized User” is the person who derives his right of use from the Licensee in accordance with the terms of the license. This includes, but is not limited to, employees of the Licensee who work with the Font Software with the Licensee’s consent.

“Third Parties” are all persons or legal entities who do not have any right to use or sell the Font Software. This includes, but is not limited to, end users of documents, websites, apps or eBooks created with the Font Software.

“Font Software” means the product for which the Licensee acquires the license for use, namely the encoded Font Software created by Fontwerk on the basis of Type Designs, which can be used as a digital font on computers and other devices for displaying the Type Design. The term Font Software includes the provided documentation.

“Type Design” means the visual representation of the typeface generated by the Font Software, including typographic characters such as letters, numerals, ornaments, symbols or punctuation and special characters.

The **“Usage Agreement”** is the contract for the acquisition of the respective usage rights to the selected Font Software, which is concluded between Fontwerk and the Licensee. The Usage Agreement can be concluded both in the way of the webshop operated by Fontwerk under www.fontwerk.com and in the way of individual contract negotiations.

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The options “Trial”, “Standard”, “Extended” and “Enterprise” are described as “**License Models**”, which are displayed by Fontwerk in the webshop and offered for purchase. Each License Model grants the Licensee different Types of Use to a different extent and for a different number of Projects. The content of the respective License Models is presented at www.fontwerk.com/en/licensing or can be requested from Fontwerk.

The “**Type of Use**” refers to the possible applications of the Font Software. This includes use for Print (desktop), Web, Apps, Electronic Publications (eBooks) and Broadcasting.

A “**Project**” is a goal-oriented, one-time undertaking consisting of a set of coordinated, controlled activities with a start and end date, which is carried out in order to achieve a goal while taking specifications into account.

“**App**” is the short form of application and refers to an independent software program that can be run on different devices and is made available to third parties as an application. This includes mobile programs, so-called mobile apps (e.g. iOS, Android and Windows phone apps) as well as desktop programs, so-called native or desktop apps (e.g. macOS, Windows and Linux apps).

Any subsequent updates or new editions are covered by the term App and do not have to be paid for separately, provided that the content or scope of the App does not change significantly. In any case, the content and scope shall be deemed to have changed significantly if there is a deviation of more than 10%.

“**Electronic Publication**”, so-called “eBook”, refers to a collection of texts and, if applicable, graphics in the form of a non-executable file, which is displayed by electronic output software for use by third parties on electronic output devices (e.g. “eReader”).

Any subsequent updates or new editions are covered by the term Electronic Publication and do not have to be paid for separately, provided that the content or scope of the Electronic Publication does not change significantly. In any case, the content and scope shall be deemed to have changed significantly if there is a deviation of more than 10%.

The term “**Web**” refers to the World Wide Web including all electronically retrievable (hypertext) documents.

A “**Website**” is a connected totality of files whose contents are managed by the Licensee, which is organized under a certain domain and which can be made publicly accessible.

“**Pageview**” or “page request” means any request to load a single page of any of the Licensee’s web pages on which the Font Software is used. Only those pages operated by the Licensee that use the Font Software will be considered.

“**Download**” means the reception of electronic data on a receiving device (e.g. a computer), and the received electronic data itself.

III. Common Rules for All Types of Use

1. Intellectual Property, Industrial Property Rights and Attribution

1. The Licensee acknowledges that the Font Software, including all copies, is subject to copyright protection. Fontwerk remains the exclusive owner of all copyrights, licenses, trademarks, property and other rights.
2. Fontwerk would be very much obliged if the Licensee would name Fontwerk as well as the name of the typeface in the imprint or colophon of all publications and, where possible, link to them. The Licensee is not under an obligation to do so.

2. Trade Secrets

The Font Software, its Type Design, structure, organization and code and related files are valuable property and trade secrets of Fontwerk. The Licensee agrees to treat them as such and acknowledges that any use of the Font Software, whether intentional or negligent, not expressly permitted by this Agreement, is a violation of the rights described above.

3. License Extension

If the actual use of the Font Software by the Licensee exceeds the scope agreed in the Usage Agreement, the Licensee is obliged to purchase a license extension from Fontwerk that covers the actual scope.

4. Backup Copies

1. The Licensee may make backup copies of the Font Software, provided that these are used exclusively for archiving purposes or are absolutely necessary within the scope of the permitted, lawful use of the Font Software (for example, within the scope of cloud use). The Licensee is responsible for the safekeeping or storage of any backup copies.
2. The Licensee assures that they will keep the backup copies exclusively in their own custody and retain sole power of disposal over the copies.
3. All permitted backup copies of the Font Software must be accompanied by the same copyright, trademark and other proprietary notices as the original.
4. Upon termination of the Usage Agreement or sale of the Font Software, the original and all copies of the Font Software must be destroyed.

5. Modifications

1. The Licensee is not entitled to change, adapt, translate, reverse engineer, decompile, disassemble or dismantle, modify or attempt to discover the source code of the Font Software in any other way. Nevertheless, you are permitted to subset web fonts.
2. The Licensee agrees not to create derivative works from the Font Software or any part thereof and not to use it in conjunction with any software and/or hardware that creates derivative works from such Font Software.

6. Transfer of Rights of Use; Publication

1. The Licensee is entitled to transfer their rights of use acquired to the Font Software to another person or legal entity, provided that the acquirer agrees in writing to Fontwerk and the Licensee to be bound by all provisions of the Usage Agreement as well as this EULA. In addition, the Licensee destroys all copies of the Font Software and its documentation, including all copies stored on storage media or hardware, after transfer.
2. Furthermore, the Licensee is not entitled to transfer, rent, lease, loan or otherwise distribute the Font Software, copies or components thereof to Third Parties.
3. The Licensee may not distribute or make available any rights of use in the Font Software or any component, modification, conversion or other derivative work of the Font Software through online services.
4. The Licensee agrees not to take any action that, directly or indirectly, causes the Font Software to become publicly available software or otherwise be subject to a publicly available software agreement.

IV. Subject Matter of the Contract and Types of Use

By selecting a License Model when concluding the Usage Agreement, the parties agree on which of the following Types of Use the Licensee is entitled to exercise and to what extent.

1. Print (Desktop)

1. The use is carried out by loading the Font Software into the memory of a computer or other output device (e.g. printer) by the Licensee or Authorized Users.
2. The scope of use is determined by the number of users, regardless of how many workstations or devices the user uses the Font Software on.
3. The Licensee and Authorized Users are entitled to use the Font Software to create the corresponding Type Design.
4. Any use or integration of the Font Software by the Licensee in a way that enables Third Parties to create, edit or modify or generate the Type Design with the Font Software requires a corresponding license or license extension to be purchased in advance.

2. Web

1. The use of the Font Software takes place exclusively through the integration of the Font Software into a Website as web fonts in WOFF or WOFF2 format via the CSS-@font-face rule.
2. The extent of use is determined by the number of Pageviews, which must be documented in a comprehensible manner. Fontwerk reserves the right to request written copies of the documentation.

3. The Licensee is responsible for ensuring that the web fonts cannot be used or referenced by other Websites. Appropriate technical protection measures are to be taken for this – as far as necessary.

3. Apps and Electronic Publications (eBooks)

1. The use is affected by embedding the Font Software in Apps and Electronic Publications of the Licensee.
2. The extent of use is determined by the number of Downloads or installations of the App or Electronic Publication by Third Parties. These must be documented by the Licensee in a comprehensible manner. Fontwerk reserves the right to request written copies of the documentation.
3. The embedding must be done in a secure way that prevents Third Parties from using the Font Software outside of the App or Electronic Publication.
 - a) When embedding the Font Software in Electronic Publications, the Licensee is obliged to use a recognized file format that protects the Font Software by encryption or obfuscation (e.g. PDF, EPUB 2.01, EPUB 3 and KF8). The Font Software may not be transferred to the operating system on which the Electronic Publication is displayed.
 - b) Licensee may not embed the Font Software in an App (i) that enables data output (e.g., the creation of PDF, Word, spreadsheet and other documents or of captioned photographs and graphics), or (ii) in which the Font Software constitutes a substantial portion or the primary value of the App, or (iii) that is part of a server in a client-server architecture.

4. Transmission and Streaming of Films and Audiovisual Content; Broadcasting

1. The use for cinema, TV or streaming service productions as well as Internet broadcasting productions on portals such as YouTube, Facebook etc. as well as trailers, commercials, feature films, TV shows, series, documentaries and similar formats for commercial or non-commercial purposes by any means, including via network, cable, satellite, pay-per-view, digital billboards, aircraft or taxi entertainment systems, video on demand of content, including films or audiovisual works containing the licensed material, including advertising, is effected by publishing the respective content on the respective channel.
2. The scope of use shall be determined on the basis of the number of viewers, which shall be documented in a comprehensible manner by the Licensee. Fontwerk reserves the right to request written copies of the documentation.

V. License Models **Trial**

1. The “Trial” License Model allows a User to use Font Software with a reduced character set and reduced functionality for test purposes. This includes the simple use of the licenses named under IV. for test purposes and one User under the restrictions named in paragraph 2 below.
2. The Types of Use may only be exercised for test purposes and may not be made available to Third Parties.

Standard

The “Standard” License Model includes the following simple Types of Use:

Print (Desktop): 1 User; as well as the simple use for 1 **Project** in the following scope:

Web: One hundred thousand (100,000) Pageviews per month. The Pageviews can be distributed on different Websites (or channels) if and as long as they are assigned to the same Project;

App: One thousand (1,000) Downloads of an App;

eBook: Ten thousand (10,000) Downloads of an eBook.

Extended

The “Extended” License Model includes the following simple Types of Use:

Print (Desktop): Fifteen (15) Users; as well as the simple use for up to 15 **Projects** in the following scope:

Web: One million five hundred thousand (1,500,000) Pageviews per month. The Pageviews can be distributed on different Websites (or channels) if and as long as they are assigned to the licensed 15 Projects;

App: Fifteen thousand (15,000) Downloads of an App;

eBook: One hundred and fifty thousand (150,000) Downloads of an eBook; and

Broadcasting: One million five hundred thousand (1,500,000) viewers.

VI. Final Provisions **1. Termination of the Usage Agreement**

The parties have the right to terminate the Usage Agreement for good cause. Such a reason exists in particular in case of gross violation of these license terms.

2. Miscellaneous

1. The Licensee ensures to inform all Authorized Users of the Font Software about the scope of the acquired rights of use and the content of this EULA and to ensure that they are observed and complied with accordingly.

2. Changes and amendments to these terms and conditions must be made in writing to be legally effective. The same applies to any waiver of this written form clause.

3. If individual provisions of these conditions are or become invalid, the validity of the rest of the contract shall remain unaffected. Invalid provisions shall be replaced by mutual agreement by such provisions which are suitable for achieving the desired economic purpose taking into account the interests of both parties. The same applies to the filling of any gaps that may be found in these terms and conditions.

4. This EULA is subject to the law of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods and shall be interpreted in accordance with German law. The English version provided is for information purposes only and is not part of the legal transaction. In case of discrepancies between the German and the English version, only the German version shall apply.

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