Fontwerk

END USER LICENSE AGREEMENT (EULA)

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

I. Preamble

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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.

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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.

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"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.

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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.

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. 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.

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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%.

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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.

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1. The use of the Font Software takes place exclusively through the integration of the Font Software into a Website as web fonts in 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.

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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;

Web: One hundred thousand (100,000) Pageviews per month. The Pageviews can be distributed on different Websites (or channels);

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;

Web: One million five hundred thousand (1,500,000) Pageviews per month. The Pageviews can be distributed on different Websites (or channels);

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

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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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