

END USER LICENSE AGREEMENT (EULA)

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

1 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 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.

2 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, Social Media or in the Audio-Visual area. 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 digital publications 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.

The options “Trial”, “Base” and “Extended” 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

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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 Desktop (Print), Web, Social Media, Apps, Logo, and Audio-Visual.

“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 and Android 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%.

“Logo” refers to any graphic, textual, or combined sign used to identify or distinguish a natural or legal person, a product, or a service.

This includes, in particular but not exclusively, logos in the strict sense, trademarks, word marks, figurative marks, and word/figurative marks. It is irrelevant whether the respective sign is protected by registration law or is actually used as a distinguishing feature without formal registration.

“Audio-Visual” refers to all linear and non-linear audiovisual productions and content, regardless of format, length, distribution channel, or technical transmission method. This includes, in particular, cinema, television, and streaming productions; internet and online formats; motion pictures; series; documentaries; shows; trailers; commercials; and other moving-image formats.

This covers every form of exploitation, in particular via broadcast, cable, satellite, IPTV, streaming, video-on-demand, pay-per-view, downloads, digital advertising spaces, in-flight or in-car entertainment systems, and other current or future technical distribution channels, whether for commercial or non-commercial purposes, provided that the respective work contains or uses the Font Software.

“Digital Publications” are e.g. “eBooks” or texts published in another way as a file in the form of non-executable files which are displayed by output software for use by third parties.

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 or on behalf of 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 on which the Font Software is used by the Licensee. This also includes impressions, i.e. the display of own content on third-party sites.

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

“**Social Media**” refers to digital platforms primarily designed for communication, the exchange of information, and the sharing, creation, and discussion of media content by platform users, such as Instagram, YouTube, and TikTok. A single platform is referred to as a social media channel.

“**Views**” quantify the number of users of a digital platform who have accessed or viewed the respective post of a specific platform user.

3 Common Rules for All Types of Use

3.1 Intellectual Property, Industrial Property Rights and Attribution

3.1.1 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.

3.1.2 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.

3.2 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.

3.3 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.

3.4 Backup Copies

3.4.1 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.

The Licensee assures that they will keep the backup copies exclusively in their own custody and retain sole power of disposal over the copies.

All permitted backup copies of the Font Software must be accompanied by the same copyright, trademark and other proprietary notices as the original.

Upon termination of the Usage Agreement or sale of the Font Software, the original and all copies of the Font Software must be destroyed.

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3.5 Modifications

- 3.5.1 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, subsetting the web fonts is permitted.
- 3.5.2 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.

3.6 Transfer of Rights of Use; Publication

- 3.6.1 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.
- 3.6.2 Furthermore, the Licensee is not entitled to transfer, rent, lease, loan or otherwise distribute the Font Software, copies or components thereof to Third Parties.
- 3.6.3 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.
- 3.6.4 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.

4 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.

4.1 Desktop (Print)

- 4.1.1 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.
- 4.1.2 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.
- 4.1.3 The Licensee and Authorized Users are entitled to use the Font Software to create the corresponding Type Design.
- 4.1.4 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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4.1.5 When embedding the Font Software in Digital Publications, the Licensee is obliged to use a recognized file format that protects the Font Software through encryption or source code obfuscation (e.g. PDF, EPUB 2.01, EPUB 3 and KF8). The Font Software must not be transferred to the operating system on which the digital publication is displayed.

4.2 Web

4.2.1 The Font Software is used exclusively by integrating it as web fonts in WOFF2 format via the `css-@font-face` rule. The Font Software can be integrated into a Website, email marketing communications (newsletters), online advertising such as dynamic web-based advertisements or in any other way that makes the typeface visible on Websites.

4.2.2 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.

4.2.3 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.

4.3 Social Media

4.3.1 The use is made by publishing the post (image, video, or text) created using the Font Software on the platform, so that other users of the platform can view the post. Video posts that are played exclusively on Social Media do not fall under the “Audio-Visual” use.

4.3.2 The scope of use is determined based on the number of followers the Licensee has on the Social Media channel with the most followers. The Licensee must maintain verifiable records of these statistics, and Fontwerk reserves the right to request written copies of such records.

4.4 Apps

4.4.1 The use is effected by embedding the Font Software in Apps of the Licensee.

4.4.2 The extent of use is determined by the number of Downloads or installations of the App 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.

4.4.3 The embedding must be done in a secure way that prevents Third Parties from using the Font Software outside of the App.

4.4.4 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.

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4.5 Use in or as Logo(s)

4.5.1 Use is defined as the use of the typeface as part of the Logo.

4.5.2 The scope of use is determined per Logo based on the Licensee's company size, which is defined by the number of the Licensee's employees (both permanent and freelance). The Licensee must document this information. Fontwerk reserves the right to request written copies of the documentation.

4.6 Audio-Visual

4.6.1 The use is made by publishing the relevant content on the respective channel.

4.6.2 With regard to internet broadcasting, the scope of use is determined based on the number of Views for each item of audio-visual content and, in other cases, based on the number of Viewers, which the Licensee must document in a verifiable manner. Fontwerk reserves the right to request written copies of the documentation.

5 License Models

5.1 Trial

The "Trial" License Model allows a User to use Font Software with a reduced character set for test purposes. This includes the simple use of the licenses named under 4. for test purposes and one User under the restrictions named in the paragraph below.

5.2 Base

The "Base" License as a standard offer includes the following simple types of use:

Desktop (Print): 1 User;

Web: Ten thousand (10,000) Pageviews per month. The Pageviews can be distributed on different Websites (or channels);

Social Media: Ten thousand (10,000) Followers.

5.3 Extended

This License consists of the Base License and the following additional modules, which can be purchased by the Licensee according to his or her usage requirements:

Desktop (Print): from 2 Users depending on the number of users;

Web: from ten thousand and one (10,001) Pageviews per month depending on the number of pageviews per month;

Social Media: from ten thousand and one (10,001) Followers depending on the number of followers;

App: depending on the number of Downloads or Installations of an App;

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Logo: depending on the number of Logos and Employees of the Licensee;

Audio-Visual: depending on the number of Views or Viewers.

If higher parameters in the Desktop (Print), Web or Social Media area are added to the Base License as part of the Extended License, the larger parameter replaces the number contained in the Base License in this area.

5.4 On individual request

License beyond the scope of use offered in the webshop (Enterprise)

6 Final Provisions

6.1 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.

6.2 Miscellaneous

6.2.1 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.

6.2.2 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.

6.2.3 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.

6.2.4 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.