



## End User Licence Agreement for Web FontFonts (WOFF/EOT)

This end user Licence Agreement (hereinafter “Agreement”) is a legal agreement between you, or, if you represent a legal entity, that legal entity (hereinafter “You”) and FSI FontShop International GmbH (hereinafter “FSI”), and is applicable to the Font Software that is accompanied by this Agreement or that You have ordered online.

By downloading the Font Software or, if You purchased it not online, by installing the Font Software or by opening the package, You agree to be bound by the terms of this Agreement. If You do not agree to the terms of this Agreement, do not download, install, or use the Font Software. If You have purchased Font Software in a sealed retail package and do not agree to the terms of this Agreement, return it unopened to the place of purchase.

### 1. Definitions

“Font Software” means coded software that is accompanied by this Agreement or that You have ordered online and that generates typeface designs when used with the appropriate hard- and software, plus any and all other data including documentation provided with such software.

“Licensed Unit” means installations of the Font Software that allow the design of Your Websites which have – based on any six consecutive calendar months – not more than the overall monthly average of Pageviews stated on Your invoice for the purchase of the Font Software. If no number of Pageviews is given on your invoice, the licensed number of Pageviews is 500,000 per month. If Your Websites averages (based on a period of six consecutive calendar months) at any given time in the future more than the licensed number of Pageviews per month, You must purchase an extended licence from FSI or its authorized distributors.

“Use” means to design Your own personal or business Website with the typeface embodied in the Font Software and to make accessible the Font Software together with Your Website on a web server in order to enable a web browser to render the content of such a Website using the respective Font Software. Use does not include the behaviour set forth in Clause 2.2. below.

“Website” as used here is a connected group of related web pages which form an entity whose content is managed by You, and which are organized under a particular domain name, including sub-domains. The Website can be viewed either over Your local area network or over the Internet. For the avoidance of doubt, web pages on sub-domains whose content is managed by other persons are deemed to be not part of Your Website.

“Pageview” is each request to load a single page of each of Your Websites. Pageviews – also referred to as page impressions or page requests – must be recorded by a commonly accepted or recognized performance tracking system. FSI reserves the right to request written copies of your average Pageview reporting statistics.

### 2. Grant of Licence and Restrictions

**2.1. Grant of Licence.** FSI grants You a non-exclusive licence to Use the Font Software in a Licensed Unit for Your own personal or business purposes according to the terms of this Agreement. If the average number of Pageviews under which the Font Software is Used exceeds the amount set forth in the Licensed Unit, then You must request from FSI or its authorized distributors an appropriate licence extension covering all Pageviews; an additional fee will be charged for this licence extension.

**2.2. Restriction of Use.** You are not allowed to copy, distribute or make the Font Software available to third parties so that they can use it for their purposes or for purposes other than the display of Your Websites. In particular (but not limited to), You are not allowed (i) to disseminate or make available the Font Software or parts of it through any online service or a file sharing platform or (ii) to sublicense the Font Software to third parties so that they can use it for their websites (even though such websites are hosted under Your domain name), e. g. for websites in social networks, for individual online shops under a common domain name, in blogging communities, by online editors, as a design tool, etc. If You wish to use the Font Software for such purposes, You must obtain a special licence from FSI or its authorized distributors.

**2.3. Font Software File Protection.** You must ensure, by applying reasonable state-of-the-art measures, that other websites cannot access the Font Software for display (e. g. by preventing hotlinking and blocking direct access to the Font Software via .htaccess or other web server configurations).

**2.4. No Embedding.** You may not embed the Font Software in any documents (e. g. pdf documents), applications or devices other than your Websites. You may not use the Font Software for other services that are rendering the

fonts, e. g. pre-press, plotting, exposing, etc. If You wish to use the Font Software for such purposes, You must obtain a separate pre-press font licence from FSI or its authorized distributors.

**2.5. Backup.** You may make backup copies of the Font Software for archival purposes only, provided that You retain exclusive custody and control over such copies. Any backup copy of the Font Software must contain the same copyright, trademark, and other proprietary information as the original.

**2.6. Modifications.** You may not modify, adapt, translate, reverse engineer, decompile, disassemble, alter, or attempt to discover the source code of the Font Software except as expressly provided for in this Clause 2 and the Definition of Use. If You want to make modifications to the Font Software, You must obtain the prior written consent of FSI.

### **3. Comp Fonts enclosed**

As set forth in Clause 2.1. and 2.2., the use of the Font Software (WOFF/EOT) is restricted to the use in Websites. During the design process of a Website it may be necessary to create page layouts of the proposed design (“comps”) using applications that do not support WOFF/EOT fonts. For this purpose, You obtain in addition to the WOFF/EOT fonts the corresponding TrueType-flavoured OpenType fonts for the offline design phase. These Comp Fonts may only be used during the design phase of your Website(s). You will need a separate licence if you wish to use the Font Software for any other purpose. The use of the Comp Fonts in your Website(s) is expressly prohibited.

### **4. Ownership**

The Font Software, and all copies thereof, is protected by the United States Copyright Law, by the copyright and design laws of other nations, and by international treaties. Any copyright, trademark and other rights belong exclusively to FSI. You do not gain the ownership of the Font Software or any part hereof under this Agreement. The structure, organization, and the code of the Font Software are trade secrets of FSI, and You agree to treat them as such.

### **5. Transfer of Licence**

Except as expressly provided herein, You may not give, rent or lease or make available the Font Software or parts of it to third parties. You may completely transfer Your licence right to Use the Font Software to another person or legal entity provided that (i) You stop Using the Font Software Yourself, (ii) the transferee accepts and agrees in writing (with copy to FSI) to be bound by all the terms and conditions of this Agreement, and (iii) You destroy all of Your copies of the Font Software, including all copies stored in the memory of a hardware device.

### **6. Limitation of Liability**

If the Font Software does not perform substantially in accordance with the pertaining documentation, the entire and exclusive liability of FSI shall be limited to either, at FSI’s option, the replacement of the Font Software or the refund of the licence fee You paid for the Font Software. FSI and its suppliers do not warrant the performance or results You may obtain by using the Font Software. FSI and its suppliers make no warranties express or implied, as to non-infringement of third party rights, merchantability, or fitness for any particular purpose. In no event will FSI or its suppliers be liable to You for any consequential, incidental or special damages, including any lost profits or lost savings, even if a FSI representative has been advised of the possibility of such damages, or for any claim by any third party. This warranty does not affect any claims You might have against Your retailer.

### **7. Export Restriction**

You agree that the Font Software will not be shipped, transferred or exported into any country or used in any manner prohibited by the United States Export Administration Act or any other applicable export laws, restrictions or regulations.

### **8. Termination**

FSI has the right to terminate Your licence immediately if You fail to comply with any term of this Agreement. Upon termination, You must destroy the original and any copies of the Font Software.

## **9. General provisions**

You agree to inform all users who have access to the Font Software about the content of this Agreement and to make sure that they comply with the terms of this Agreement. This Agreement may only be modified in writing signed by an authorized officer of FSI.

## **10. Governing Law**

This Agreement will be governed by the laws of Germany. This agreement will not be governed by the United Nations Convention of Contracts for the International Sale of Goods, the application of which is expressly excluded. If any part of this agreement is found void and unenforceable, it will not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms.

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June 2010