

END USER LICENSE AGREEMENT

This End User License Agreement (EULA) is an agreement between you (the buyer/licensee) and Jens Schnitzler (the supplier).

By ordering, purchasing, downloading, installing, using, or otherwise handling font software by the supplier, the licensee automatically accepts and acknowledges contractual terms set out hereafter, which apply to the services offered by the supplier. The terms thereupon become integral elements of the agreement concluded with the buyer. This agreement replaces and supersedes any previously made oral or written proposals or agreements between the Licensee and the Supplier.

GENERAL INFORMATION

- 1 The supplier offers fonts that they or their affiliates have developed. The fonts are provided in the form of programs (font software), which can be used in conjunction with suitable hardware and software.
- 2 The supplier provides their services exclusively to licensed businesses as defined in Sec. 14 BGB (German Civil Code), which describes natural or legal persons or legally competent partnerships acting within the scope of a self-employed commercial or freelance activity. Upon agreeing to these GTC, you also confirm that you are a licensed business as defined in Sec. 14 BGB.
- 3 Agreements can be concluded in English or German.
- 4 Provider identification in accordance with Article 246 a Sec. 1 Para. 1 No. 2 EGBGB (Introductory Act to the German Civil Code):

Jens Schnitzler
Harzer Straße 87, 12059 Berlin, Germany
hello@jensschnitzler.com
jensschnitzler.com

DOS & DON'TS

DON'T

- 1 **Distribute** You are not authorized to redistribute, sublicense, sell, lend, lease purchased font software. You must not upload the fonts to any public server or public GIT repository available to users outside your organization or entity.
- 2 **Modify** You are not allowed to convert, modify, or rename the font software under any circumstance. Any modifications must be discussed with the Supplier as a bespoke project. You are not allowed to use the original font software file to create a derivative or modified product or design, including creating characters for alphabets and languages not covered by the typeface or designing a custom version of the typeface.

DO

- 1 **Install** You may install purchased font software on maximum 3 computer stations within one organization unless specified otherwise in your order.
- 2 **Host** You may self-host webfont files for a single domain (up to 10k unique visitors/month, no time limitation) unless specified otherwise in your order. Once the traffic increases, you must upgrade your web license.
- 3 **Provide a copy to printer and developer** You may provide a copy of font files to your printer or pre-print facility, in the scope of a defined project, only in order to prepare for printing and print your documents. You are not limited by a number of prints. You may provide a copy

of font files to a web developer, in the scope of a defined project, only in order to implement the font software into the website.

GENERAL RIGHTS

OWNERSHIP AND COPYRIGHT

The font software will always remain copyrighted to the Supplier. The font software and the intellectual property of the design contained are owned by the Supplier and/or its contractors. The fonts and all of their copies are protected by German Copyright Laws.

RIGHTS OF LICENSEE

By purchasing any font software from the Supplier and upon full payment of the agreed usage fee, you are granted the right to use the font software as specified below and in the order. A license grants you limited rights to use the font software. Except for your right to use the font software granted by this license, all other rights are owned and retained by the supplier. You are not allowed to share, distribute, illegally copy, sublicense, lend, lease, or sell the font software, its design, or any portion of it. Except for your right to use the font software granted by this license, all other rights are owned and retained by the Supplier.

EXCLUSIVITY

Unless agreed otherwise, licenses offered are non-exclusive.

SOFTWARE AND LICENSING

- 1 The supplier provides fonts 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.
- 2 The buyer is entitled to save a backup copy of the font software to an external data carrier. The font software must not be installed on a public server.
- 3 In all cases, the supplier provides buyers of the purchased font software a single, i.e. non-exclusive, product use right to the software. The duration and territorial scope of this product use right are unlimited. Duplication (excepting the backup copy), dissemination, and any provision of public access, are prohibited.
- 4 The font software must not be altered, edited, decompiled, modified, translated, partitioned, reformatted, converted or renamed, and it is equally prohibited to research or in any way copy the source code of the font software.
- 5 The supplier shall be entitled to revoke the product use right in the event that the buyer violates the terms described under item (10).
- 6 Documents produced using the font software must only be disseminated in read-only mode, as a preview, or as a print view, to ensure that the recipient of the documents is not enabled to extract the fonts and to use said fonts in the production of new documents.
- 7 Use of the font software for e-books, apps and software is only permitted in a rastered form.

FORMATS

The font software is available in two versions: as desktop fonts and as web fonts. Desktop fonts are optimised for the production of printed materials, and are made available in OTF format (Open Type). Web fonts are optimised for the display of text on webpages. They are provided in the formats WOFF, WOFF2 (Web Open Font Format) and EOT (Embedded OpenType). It is prohibited to convert fonts into another format.

PURCHASE AND TRANSFER OF LICENSES

Licenses are not transferable to other companies or individuals. You are allowed to purchase font software on behalf of a client. Your client must be registered as the Licensee after the purchase, informed about this agreement, and provided with the invoice related to the purchase. The client has to accept this agreement. You are not authorized to invoice your client at another price as the one declared by the supplier.

LICENSE TYPES

1 Desktop License With any purchase of a desktop license, you obtain a license to install the font software on the specified number of computers. These computers have to belong to the Licensee. You are allowed to connect to and use the font software with any number of output devices, belonging to the Licensee, such as printers. The font software may be passed to a commercial printer or other prepress facilities in the scope of a defined project, only for printing your documents. Third parties are not allowed to actively create new documents with font software that has been passed on for output only. If any modification to a document is to be made by a non-licensee, a new license must be purchased. The desktop licence is restricted to the use of font software on the agreed number of computers (CPUs) owned by the buyer. The agreed number is stated on the invoice. Multiple use on different CPUs/workstations owned by the buyer is simultaneously possible up to the agreed number of CPUs. The licence must be upgraded in the event that the buyer requires use on additional CPUs. Insofar as you will make our font software available for use in a local network, it is crucial that you ensure that the font software can never be used simultaneously by more than the agreed number of CPUs.

2 Web License By purchasing a web license you are granted the right to embed the font software on one website domain owned by the Licensee with the specified web traffic. Only the original font software delivered can be used. The font software has to be stored on the same server associated with the licensed domain. Technologies other than @font-face are not allowed. The use of third-party font hosting services is prohibited. The web font licence is restricted to use of the font software on one (1) domain 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 us, e.g. by providing screenshots of its server analyses. Web fonts are provided for the purpose of 'self-hosting', which means that the buyer must integrate the text on its website by means of CSS (Cascading Style Sheets). Upon purchase, you provide assurance that it is not recognisable where the font software is stored on your 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.

3 App License The font software delivered with an app license can be embedded in one mobile application with the specified app downloads. The use of font software may be used for the development of the app.

4 Social Media License A social media license grants the Licensee the right to use the font software on social media platforms with the specified number of followers. A desktop license has to be purchased and registered to the Licensee prior to purchasing a social media license.

5 Broadcast License Broadcast licenses authorize the Licensee to use the font software for broadcasting purposes within the specified region and time.

6 Corporate License The purchase of a corporate license grants the Licensee to install font software on an unlimited number of computers belonging to the Licensee, and/or embed the font software on one website domain owned by the Licensee with unlimited web traffic, and/or embed the font software in one mobile application with unlimited downloads, and/or use the font software on social media platforms with unlimited followers, and/or use the font software for broadcasting purposes. Specific details must be discussed with and agreed by the Supplier.

7 Trial License The use of font software of a trial license is allowed for testing purposes only. The use for commercial or personal public projects is prohibited. If the font software is to be used for a project, a license has to be purchased and registered.

CONTRACTUAL CONCLUSION

1 The supplier is entitled to contest any item descriptions or other declarations of will in the event of misspellings, printing errors or any other transmission errors contained therein, provided the supplier is able to prove that they are erroneous.

2 Upon receipt of the complete purchase price, the buyer shall receive an email containing the font software or a download link for the purchased software.

3 In accordance with Article 246 Sec. 3 No. 3 EGBGB, the buyer shall be able to correct its data at any time before submitting an order. After entering the data, the customer shall receive an overview of data entered, and shall be given the opportunity to review and as necessary to correct these data.

4 Orders by telefax or telephone shall also not become binding agreements until the order has been confirmed in accordance with the terms described above.

5 The respective product description lists the main attributes of the offered products, and the validity of any special offers. The fonts the supplier provides are always available immediately, except for custom fonts, which will be developed in an agreed-upon amount of time.

6 The buyer must ensure that they are available under the email address they provided. In accordance with Sec. 130 BGB, emails shall be considered received once they are stored in an accessible form, and under normal circumstances can be accessed, in the inbox of the provider. The supplier recommends sending brief notification insofar as the customer does not receive a message from the provider within 24 hours after placing an order.

WARRANTY AND LIMITED LIABILITY

The statutory warranty rights as defined in §§ 434 ff BGB shall apply with the following modifications:

1 Liability for a slightly negligent violation of obligations shall be excluded insofar as such actions do not relate to

	damage causing injury to life, limb or health, guarantees, or the violation of essential (cardinal) contractual obligations, or are not based upon claims raised under the product liability act (ProdHaftG). The same shall apply accordingly to violations of obligations on the part of our vicarious agents. Cardinal contractual obligations describe obligations that are necessary in order to fulfil the purpose of the agreement.	2	Any breach of the terms of this agreement shall be cause for termination. The use of font software in any racist, homophobic, transphobic, or sexist context is prohibited.
2	In the event of liability based on the violation of cardinal contractual obligations, indemnification shall be restricted to the replacement of predictable damage considered typical of this kind of agreement.	3	If you are found to be using our fonts illegally, legal action will be pursued.
3	A guarantee or assurance interpretable as an extended liability or the acceptance of a particular warranty obligations shall only be considered as submitted if it explicitly contains the terms 'guarantee' or 'assurance'.	4	The supplier reserves the right to update this agreement at any time without prior consent or notice. You acknowledge that you have read, understood, and agreed to be bound by the terms and conditions of this agreement.
4	Defects that are so obvious that they would be evident to a third party not possessing special expertise without particular attentiveness must be reported to us within two weeks following receipt. Other defects must be reported within two weeks following discovery. The customer shall otherwise, by failing to provide notification in good time, forfeit any warranty claims.	5	This EULA, and any dispute arising out of or in connection with this EULA, shall be governed by and construed in accordance with German law. 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).
5	Any warranty claims for all fonts shall expire by limitation within one year following transfer of risk.		
6	The supplier's warranty is strictly limited to the replacement of the purchased font software in case it does not perform substantially in accordance with the declared specifications. To submit a claim, you must notify the supplier in writing within 30 (thirty) days of purchase. The warranty does not apply to any font software converted, manipulated or modified by the user. All other rights and remedies are excluded.		
7	Although every effort has been taken to produce the font software to the highest standards, in no circumstance whatsoever will the Supplier be liable to you for any consequential, indirect, incidental, punitive or special damages including lost profits, lost data, lost business opportunities, or lost savings.		
8	All font software installed is done so at the Licensee's risk.		

USE OF CUSTOMER DATA

1	The supplier stores and processes 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, and only for the time period to which the supplier is required by law to store these data in accordance with data privacy regulations. On request by the customer, the supplier will disclose to the customer all data they store in respect to the customer.
2	The supplier does not store the contractual text, and it cannot be accessed after conclusion of the order procedure. However, the customer can print out or save its order data immediately after sending the order.

MISCELLANEOUS

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