



End User Licence Agreement

1 General

This binding End User Licence Agreement regulates the contractual obligations between supertype and you or the natural or legal entity you are representing. By downloading and/or installing the font software provided by us, you accept the conditions of the End User Licence Agreement.

2 Rights of use

(1) When you download the font software we grant you a non-exclusive, nontransferable licence to use the font software. This license is unrestricted as to time or location but rights to the contents are restricted. This licence is only granted once the fee has been paid in full.

(2) The rights of use are non-transferable and may only be transferred to a third party after:

1. the third party has provided us with written notification that he/she accepts the conditions of the End User Licence Agreement; and

2. you delete the font software from all computers on which it has been installed and destroy any back-up copies of the software on physical storage media.

Without written acceptance from the third party regarding the conditions of the End User Licence Agreement you are, in particular, not authorized to give, lease, sell, lend, or sublease the software to a third party, issue sublicences to the font software and/or to distribute the font software in any other way.

(3) You are only permitted to make copies of the font software for back-up purposes. If you do so, you are required to ensure that this does not lead to an unauthorized duplication of the font software. If you make the font software or parts thereof accessible for third party use, the third party is obliged to declare to us in writing that they accept the conditions of the End User Licence Agreement. It is

your responsibility to inform the third party of their obligation to accept the conditions of the End User Licence Agreement.

3 Multi-user licences

(1) You are authorized to use the font software on as many computers (laptops and desktop computers) and output devices (particularly printers, imagesetters, etc.) as permitted by your licence.

(2) If you install the font software on additional computers or output devices, you are obliged to acquire the appropriate multi-user licence. For more than 350 Users and/or 20,000,000 Pageviews prices are set according to individual agreement; please contact us foundry@supertype.de.

4 Limitations of rights of use

(1) As you only acquire a non-exclusive licence to our font software, with restricted rights to the contents, it is not permitted, and this applies to the font software in its entirety and to parts thereof:

a) to edit it, i.e. to use the essential characteristics of our font software to create a new font software;

b) to alter or to redesign it;

c) to decompile it, i.e. to generate legible source codes; this does not apply to decompilation for the purposes of achieving interoperability of a computer program with other programs in accordance with section 69e of the Copyright Law (UrhG);

d) to disassemble it, i.e. to convert the font software's object codes into legible assembly language; although actions pursuant to section 69e of the Copyright Law (UrhG) are permitted;

e) to reverse engineer the font software, and this includes all forms of program analysis that are not connected to the font software's decompilation; actions aimed at achieving compatibility with other programs, or adapting to modified requirements of the font software pursuant to section 69e of the Copyright Law (UrhG) are permitted;

f) to distribute it, i.e. to offer or market the font software to the public; this includes all acts of distribution such as leasing, giving, reselling, lending, making

publicly accessible via for example online services, selling, issuing sublicences, and sub-leasing. Distribution of documents created using the font software, however, is permitted in accordance with section 4 paragraph 2 of this licence agreement;

g) to rename the font software; or

h) to connect with other computer programs for the purposes of joint application.

(2) If you create documents with our font software or have such documents created, you must ensure that they are distributed in read-only format only. This allows the documents to be viewed or printed, but not edited. You are permitted to embed the font software in the document for these purposes, but this is subject to the described conditions. However, if it is technically possible for a third party (e.g. printing companies, agents, reproduction companies, customers) to edit, alter or process the font software when generating your document, the third party must acquire a special licence. It is your responsibility to inform the third party of this obligation to acquire such a licence.

(3) Protective rights to the creative work of the font, the technical programming of the font software and to the goods, signs, trademarks and trade names remain with the rights holders and are not affected by downloading the font software.

(4) As it is customary in the industry we would be very grateful if you would credit supertype as the typeface designer in your publications or on reproductions of your documents.

5 Termination

(1) In the event of a culpable material breach of contract, both parties have a right to terminate the End User Licence Agreement without notice. The termination must be effected in writing immediately after a party has become aware of a breach of contract.

(2) In the case that we terminate the licence agreement with you without notice, you are obliged to delete the font software from all computers and/or output devices on which the font software has been installed. You are also obliged to destroy all back-up copies on physical storage media. We may request evidence, supported by appropriate documentation, that the font software has been deleted or destroyed.

(3) Restitution claims regarding licence payments are excluded in this case.

6 Guarantee

(1) All claims and defects, irrespective of their nature, are to be reported to us in writing or by email immediately, at the latest within 14 days of downloading and/or installing the font software. Claims or defects that, even after careful inspection, were not detected within this period are to be reported to us in writing or by email immediately after they have been detected. The same applies to defects which arise within the warranty period. After this period has ended, the product is deemed to be free of defects. We must receive the email or written notification before the end of the 14-day notification period for the claim to be valid.

(2) The software comes with a one year limited warranty.

(3) If the claim is covered by the warranty agreement we can, at our discretion, repair or provide a replacement. If we provide a replacement under the terms of the warranty, you are obliged to delete the defective font software from all computers and/or output devices on which this font software was installed. You are also obliged to destroy all back-up copies of the software, in particular copies on physical storage media. We may request evidence, supported by appropriate documentation, that the font software has been deleted or destroyed. Use of the defective software is no longer permitted in this case.

7 Liability

(1) We only bear liability for intent or gross negligence on our own part, regardless of legal reason. For ordinary negligence, our liability covers reimbursement and compensation in the case of material breach of contract and this is limited to direct and foreseeable damages and limited to expectation interest. We bear no liability for indirect damages, consequential damages or loss or earnings. Except in the case of intent or gross negligence, we bear no liability for disruption to business operations or for loss of business information or data. In the case of death, or injury to body or health, statutory liability provisions shall apply.

(2) You shall hold harmless and indemnify us against any claims filed by a third party against us due to conduct for which you are responsible or liable.

8 Final provisions

(1) There are no verbal side agreements to this End User Licence Agreement.

Amendments and additions to this licence must be made in writing to become effective. This also applies to the waiver of the requirement for the written form.

(2) The place of performance is our registered office.

(3) The laws of the Federal Republic of Germany shall apply. The UN Convention on Contracts for the International Sale of Goods shall not apply.

(4) If the customer is a registered trader, the place of jurisdiction for disputes arising from contracts between us and the customer is our registered office. This also applies to disputes concerning the violation of contractual obligations outside of the Federal Republic of Germany.

(5) Should individual provisions of this End User Licence Agreement or parts thereof be invalid, this shall not affect the validity of the remaining provisions. An invalid provision of this End User Licence Agreement shall be replaced by a valid provision that represents the closest approximation of the commercial purpose of the invalid provision.

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