

LICENSING TERMS

DINAMO TYPEFACES

Riehenstrasse 90, 4058 Basel, Switzerland
End User License Agreement for Font Software
Version 1.7 – July 2020

OPENING

This is an agreement between you, the Licensee (or “License Owner”) and Dinamo GmbH (hereafter “Dinamo”). By purchasing, or downloading, or installing, or using, or otherwise handling digital typeface software (hereafter “Fonts”) by Dinamo, both the purchaser and the License Owner accept this agreement and acknowledge that they understand and comply with its terms. If you are not the License Owner yourself but act as a payment facilitator or purchaser of the Fonts on behalf of the License Owner, you have to ensure that the License Owner accepts and complies with this exact EULA.

Acquiring a License from Dinamo grants the License Owner the right to use specified Fonts as part of designed content produced and published under the name of, or on the behalf of, the License Owner, and on specified types of media. The design work might be produced by the License Owner or a Designer on behalf of the License Owner.

By obtaining a License, the License Owner does not purchase the copyright of the design or any other part of the Fonts, other than the non-exclusive, non-transferable right to use the Fonts for the use cases specified in this agreement, according to the License Owner's provided specifications. All other use cases other than the specified ones require an additional License.

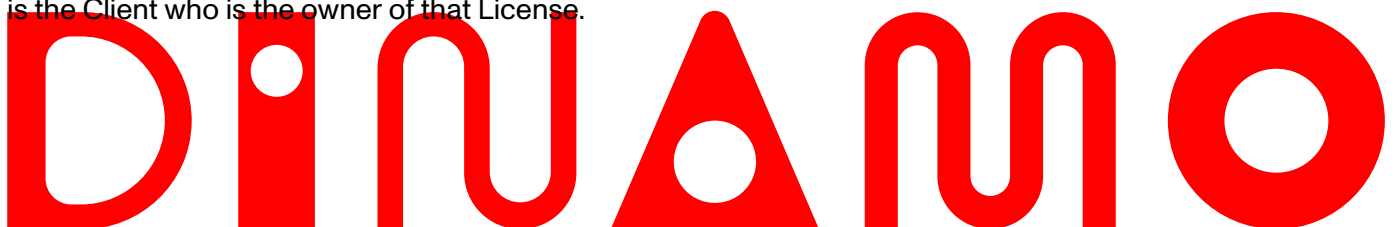
DEFINITIONS

- × **Typeface** is the collective name of a family of related Fonts.
- × **Fonts** are the digital files organized in weights, widths, and styles that together constitute a Typeface.
- × **License** is the permission to use a Typeface on specified type of media.
- × **Licensee/License Owner/Client** is the entity that commissions the design work in which the typeface is used. This entity pays for and owns the License. Hereafter the “License Owner.”
- × **Company Size** is the total amount of staff working for the organization of the License Owner.
- × **License Tier** is the size of a License, determined by the License Owner's company size
- × **Design Agency/Designer/Design Studio** is the entity that provides the design service to the License Owner. Hereafter “Designer.”
- × **Subcontractor** means the third party using the Fonts on behalf of the License Owner. The Designer is a Subcontractor of the License Owner.

LICENSE OWNER AND DESIGNER RELATIONSHIP

DESIGNER ≠ LICENSE OWNER. CLIENT = LICENSE OWNER

We believe that the Typeface License should be owned and also paid for by the company for which the Fonts are being use. With this understanding, a Designer can be the facilitator, the purchaser, or the user of a Font License. A Designer may purchase a Typeface License on behalf of a Client, but it is the Client who is the owner of that License.



Only in the case that Designer and Client are the same legal entity can a Designer purchase and own a Font License.

LICENSE OWNERS, DESIGNERS, AND SUBCONTRACTORS

- × A Designer can not purchase a Typeface License on behalf of one Client and use it for another. Different entities commissioning a Designer must have their own, separate Font Licenses according to the specific use cases of their brands.
- × As a License Owner, your Font License covers your own company and one initial Subcontractor.
- × Licensed Fonts must only be used within the organization of the License Owner and that one initial Subcontractor working for the License Owner. If the License Owner employs any further third parties or self-employed or temporary freelancers, or stops working with the initial Subcontractor to continue with a different Subcontractor, a separate Subcontractor Add-on is necessary to cover the use of Fonts by those parties during their working relationship.

PRICING & LICENSE METRICS

- × All “Limited Licenses” fees are one-time fees.
- × The prices of the different Print, Website, and Mobile App Licenses are all based on the same, sole metric: the Company Size of the License Owner. In turn this means that the price of a license is **not** based on how many people actually access the font files.
- × For use on Social Media, the price is based on the number of followers across all channels.

UPGRADING LICENSES

- × “Limited Licenses” have to be upgraded once your metrics (your Company Size or number of followers) increase. You can add licenses or upgrade the metrics of previously purchased licenses any time via your customer panel.
- × If you purchased an “Unlimited License,” you won’t have to ever upgrade your License.

LIMITED LICENSES

“Limited Licenses” can be purchased directly via our website. You can choose the Fonts you need and add the individual licenses depending on your intended use in Print, Web, Social Media, or digital Products/Apps.

2.1 DESKTOP/PRINT

- × Permits the installation of Fonts on a desktop computer in order to design images and documents for print and screen.
- × The License Owner can make security copies of the Fonts as long as they remain inaccessible to external parties. When embedded in production files, a copy of the Fonts may be shared with prepress and printing entities.
- × Fonts may be embedded into PDF files as vector outlines only.
- × Fonts must not be modified under any circumstances.
- × Fonts used on desktop computers must not be used to generate Web Fonts or other Font Formats.
- × Fonts are provided in OTF format.



2.2 WEB

- × Permits embedding of Fonts in a website.
- × Unlimited traffic: You may use your licensed Fonts in a website with an unlimited amount of website visitors within one website title as long as you have stated, and upgraded, the size of the organization of the License Owner correctly.
- × Priced per website title(s) (URL). If you want to use Fonts on several separate URL's, the License Owner needs to purchase a separate Web License for each URL.
- × Web Fonts have to be acquired as such and must not be generated from print Fonts or other files. Web Fonts must not be used to generate images. They cannot be used for any purpose other than that defined by the license.
- × Fonts are provided in WOFF format and must be self-hosted on the License Owner's server(s).

2.3 SOCIAL MEDIA

- × Permits the use of Fonts as parts of design assets created for social media channels such as Instagram, Snapchat, Facebook, and YouTube.
- × This includes the use of the Fonts in video clips that are shared on Social Media.
- × This License can only be purchased in addition to a Desktop License.

2.4 APP/DIGITAL PRODUCT/EBOOK

- × Permits Fonts to be embedded in a Mobile App, Digital Product or eBook.
- × Priced per app/ebook title(s). If you want to use Fonts on several digital product titles, you need to purchase a License for each title.
- × Fonts are provided in OTF format.

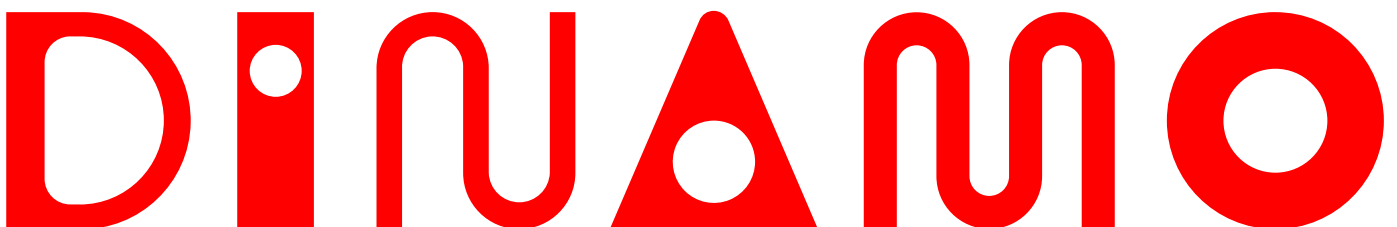
2.5 TRIAL FONTS

- × Trial Fonts are for free.
- × Trial Fonts may be installed on an unlimited number of work stations for an unlimited time.
- × Trial Fonts must be used for test purpose(s) and internal, non-commercial, or educational projects only.
- × Trial Fonts may not be altered.
- × Trial Fonts are provided in OTF, WOFF and VARIABLE formats (if possible).

EDUCATIONAL LICENSES

2.6 FOR INSTITUTIONS

- × Permits the installation of Licensed Fonts on institutional work stations used for educational purposes and the distribution of Licensed Fonts to the institution's students.
- × Fonts for educational institutions must be used for non-commercial projects within the context of the educational institution only.
- × In the event that projects should leave an educational context, a License appropriate for the intended use of the Fonts must be purchased.
- × Students must delete Fonts for educational institutions upon graduating from the licensed institution, and the institutions must inform them of that obligation.
- × Web Fonts may be embedded for educational purposes only on Website(s) or App(s) that remain inaccessible to the public outside of the institution.



2.7 DINAMO STUDENT FONT PACK

- × We're offering a Desktop/Print License package that contains full versions of a selection of our typefaces for a one-time fee.
- × Students are allowed to produce any type of work with those typefaces during the time of their studies. This work can be non-commercial study work or self-initiated commercial work (ie. production and selling of self designed t-shirts).
- × In the case that students work on commissioned projects for commercial Clients, students have to purchase the necessary licenses on behalf of their Clients or instruct Clients to purchase the licenses themselves. The License Owners are the students' Client.
- × The files are delivered as OTF format and carry the suffix "Edu" (for "educational") in the Font name, ie. "ABC Favorit Edu Regular."

SPECIAL LICENSES & ADD-ONS

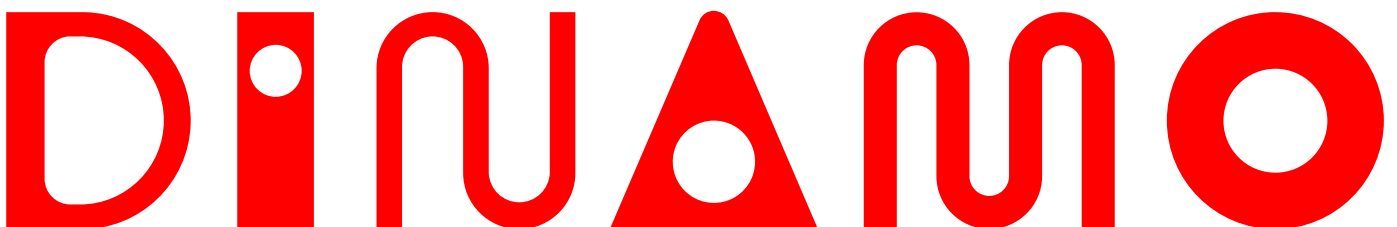
2.8 UNLIMITED LICENSE/ENTERPRISE LICENSE/CORPORATE LICENSE

"Unlimited License" (a.k.a the Enterprise License, or Corporate License) bundles Print, Web, Social Media, and Product/App, as well as the Subcontractor Add-on, into one "care-free package" for a one time fee. Quote will be provided on request. Please get in touch with Dinamo.

- × It's unlimited, unrestricted, and valid in perpetuity. The License does not need to be upgraded if company size, app downloads, web traffic, or followers increase.
- × It includes and allows for:
 - unlimited Font installations on unlimited desktop computers within a Company Size of unlimited size
 - unlimited use of Fonts on printed advertising campaigns, pos, ooh, ads, billboards, etc
 - unlimited use of Fonts on printed packaging or products
 - unlimited embedding of Fonts into company's social media accounts
 - unlimited embedding of Fonts into pdfs or eBooks
 - use of Fonts for short video clips circulating online (social media)
 - storing of the fonts on a server for company-internal distribution
 - the Subcontractor Add-on for sharing Fonts with subcontractors
- × Fonts are provided in OTF, WOFF formats.
- × Fonts are provided as Variable formats if possible.

2.9 VIDEO/AD-CAMPAIGN/BROADCASTING/STREAMING

- × Permits use of the Fonts in advertising campaigns, video, and broadcasting context other than what is covered by the Social Media License, such as streaming (for instance on Netflix, Amazon, HBO, SKY), TV, cinema, video advertising, video billboards, type on screens, or video clips longer than 1 minute (hereafter "Videos").
- × Quote will be provided on request. Please get in touch with Dinamo.
- × Yearly and automatically renewing fee. In the event of discontinuation, the License has to be canceled by the Licensee 30 days prior to the end of the one year term.
- × The pricing is based on how Licensee may distribute the content in which the Fonts are used:



- × the number of ad campaigns
- × the number of films or episode titles
- × the geographic territory where the content may be streamed or broadcast
- × the duration for which the content may be available
- × the number of viewers who may receive or stream the content
- × In the event of territory extension or additional campaigns, film or episode title(s), the License has to be upgraded. Neither the Fonts themselves nor the License to use the Fonts can be transferred.
- × Fonts are provided in OTF format.

2.10 LOGO/WORD MARK

- × If one or more Fonts of a Typeface are used in the logo or word mark of the License Owner's company, an additional fee to the general licensing fee(s) applies.
- × Pricing is based on the gross annual revenue of the company. The logo license is free of charge for organizations below a yearly gross revenue of \$5 million.
- × Quote will be provided on request. Please get in touch with Dinamo.
- × License must be purchased in addition to a Desktop/Print license.

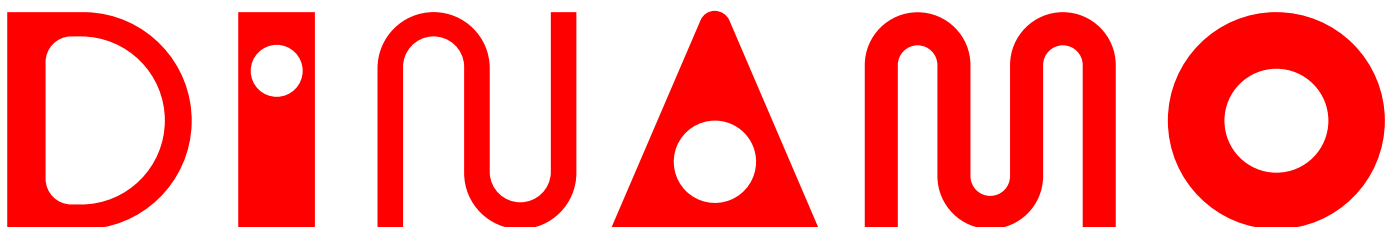
2.11 GAME

- × Permits Fonts to be embedded in online and offline video games.
- × Quote will be provided on request. Please get in touch with Dinamo.
- × License must be upgraded if the scope of use increases.
- × Can only be purchased in addition to a Desktop License.

LICENSE ADD-ONS

2.12 SUBCONTRACTOR ADD-ON

- × Permits the License Owner to pass on Fonts to subcontractors involved in the production of design assets, promotion, marketing, manufacturing, or technical development for the License Owner's organization.
- × Can be added directly during the selection of Font Licenses on Dinamo's website.
- × The Licensee must inform their Subcontractors that they may only use the Fonts in relation to the Licensee's projects and not outside of this purpose.
- × Subcontractors may not pass on Fonts to other third parties without Dinamo's consent.
- × Can only be purchased in addition to a previously or simultaneously purchased Font License and not by itself.



2.13 CUSTOM FONT NAME

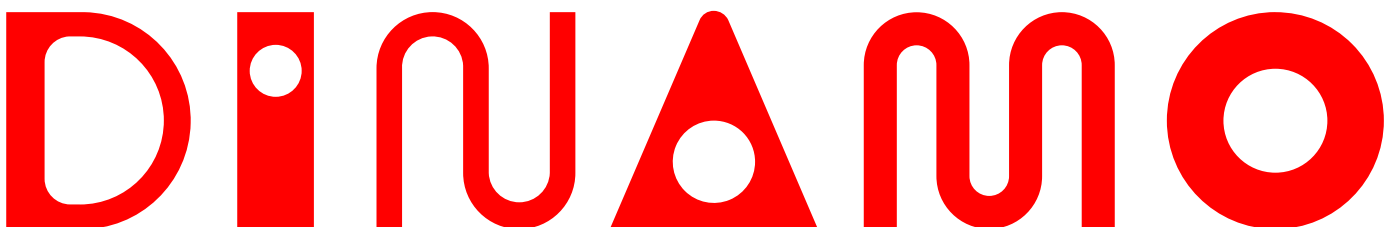
- × You can now add your own custom name to the typeface during check-out for an additional fee
- × Your custom name will be put in front of the typeface's official name and replace Dinamo's prefix ABC, ie:
ABC Favorit + Custom Name → Custom Name Favorit
- × The following characters can be used
!&+-0123456789=@ ABCDEFGHIJKLMNOPQRSTUVWXYZabcdefghijklmnopqrstuvwxyz
- × The website will generate new and customized font files with your named typefaces on the fly
- × By customising the name of our typeface you do not purchase the copyright of the design or any other part of the Fonts, other than the non-exclusive, non-transferable right to use the custom-named Fonts
 - You are not allowed to violate any other parties trademarks or intellectual property by custom naming your typeface, or use any type of wording that spreads hate, violence, racism or any other form of discrimination. Dinamo does not warrant for any such infringements.

PAYMENT AND VALIDATION OF LICENSE

- × The Licensee is obliged to hand over truthful documentation to Dinamo if asked in what ways and to what extent our Fonts are being used, in order for the scope of the License(s) to be re-assessed and confirmed.
- × Font Licenses are only valid once Dinamo has received the agreed licensing fee in full and once the License Owner has returned the signed End User License Agreement to Dinamo.
- × Manually created invoices must be paid within 10 days. After that we charge a 5% surcharge on the total invoice amount for every 30 days of delay.

GENERAL LIMITATIONS/PERMISSIONS

- × Fonts created by Dinamo, including customized or bespoke typefaces, and all their constituents must not be amended, regenerated, or reformatted in any way. Any rights, including but not limited to copyrights and trademarks, remain with Dinamo.
- × The Intellectual Property of customized or bespoke typefaces remains with Dinamo
- × Fonts created by Dinamo, including customized or bespoke typefaces, and all their constituents must not be resold, lent, rented, distributed, or traded in any way to third parties.
- × Any expansion or derivatives of Fonts created by Dinamo must be done or authorized by Dinamo.
- × In the event of closure or merging of business entities, or any other discontinuation of the original use of Fonts by the License Owner, neither the Fonts themselves nor the License to use the Fonts can be transferred.
- × For marketing reasons only, Dinamo shall be entitled to use the License Owner's name, trademarks, videos, and imagery around use of the Fonts once made public by the License Owner.
- × Provided Fonts may be used and stored offline only and must not be uploaded onto online storage platforms (such as GitHub) or cloud hosted web services.



WARRANTY/LIABILITY

- × Dinamo guarantees its Fonts to be free of defect for 14 days upon purchase. Claims must include receipt and documentation of the defect.
- × Refunds are granted only when software defects cannot be resolved by Dinamo. Any refund immediately terminates the Licensee's right to use the Fonts.
- × Any use of Dinamo Fonts that may result in harm, death, injury, property or environmental damages is not permitted. This includes the service of custom naming our Fonts.
- × In no event is Dinamo liable for any loss or damages caused by the use of their Fonts, including lost profits, lost data, lost business opportunities, or lost savings.
- × Some jurisdictions do not allow the exclusions of limitations of incidental, consequential, or special damages, so the above exclusion may not apply to the Licensee. Some jurisdictions do not allow the exclusions of implied warranties or limitations on how long an implied warranty may last, so the above limitations may not apply to the Licensee. To the extent permitted by law, any implied warranties are limited to 14 days.
- × The Licensee agrees that Fonts created by Dinamo, their design, structure, organization, encoding, and all their copies, are owned by and valuable intellectual property of Dinamo and protected under Swiss law, by the copyright and trademark laws of other countries, and by international treaties.
- × Fonts are not warranted to operate on all computer operating systems. Dinamo is not responsible for operating system errors or inoperability faults.

TERMINATION

- × Any breach of this agreement immediately voids and annuls the complete License and any rights to use the Fonts, unless you immediately pay a penalty of €4,000 or, if your license fee is higher than that, 50% of your license fee. You then may continue to use the Fonts but are obliged to obey to this EULA.
- × In the event of termination, all Fonts and back-up copies must be deleted; this act has to be proven and documented upon request by Dinamo.
- × Dinamo may withdraw any Font Licenses from a License Owner in case that the License Owner uses the Fonts to spread hate, racism or any other form of discrimination. The license fee would not be refunded in this case.

CONFIDENTIALITY

- × The Licensee is obliged to undertake all steps to prevent unauthorized access to the Fonts and its copies.
- × If the Licensee grants employees or representatives access to the Font software, the Licensee is required to inform them of this EULA.



FINAL PROVISIONS

- × This EULA represents the complete agreement between the parties; all verbal communications and prior communications regarding the application of the Licensed Fonts are not valid or effective. Any and all rights not expressly granted in this agreement are reserved to Dinamo.
- × This License agreement cannot be amended without written permission of Dinamo.
- × For any modification to this agreement on request by the Client, Dinamo will charge the cClient a flat-fee of €4,000 at minimum to cover for additional legal work and fees.
- × Legal fee reimbursement: Any violation of, or dispute over this License entitles Dinamo to payment by the Licensee of all costs incurred by it. For example to investigate and address the violation, enforce the License and/or finalise a settlement including reasonable investigators' and attorneys' fees.
- × All disputes arising from this agreement are exclusively subject to the law of the Federal Republic of Switzerland. The rights and obligations of the parties arising from this contract are based on Swiss law as it relates to contracts made in Switzerland and fully performed therein, excluding its conflict of law provisions or the conflict of law provisions of any other jurisdiction. The Licensee expressly consents to the jurisdiction of the Swiss Courts over any dispute arising out of this agreement, even if the breach of contractual rights takes place in a foreign country. Place of jurisdiction is Basel, Switzerland.
- × The invalidity or inoperativeness of one or more provisions of this contract does not affect the validity of the rest of the contract and the remaining other provisions shall thereby remain unaffected. An invalid provision shall be replaced by a provision that is permitted by law and which approaches the invalid provision and economic interests intended by the parties.
- × This agreement is not governed by the "United Nations Convention on Contracts for the International Sale of Goods."

CONTACT & BANK ACCOUNT DETAILS

DINAMO TYPEFACES

Riehenstrasse 90, 4058 Basel, Switzerland
End User License Agreement for Font Software
Version 1.7 – July 2020

COMPANY INFORMATION

VAT number: CHE-382.487.408MWST
Company number: CHE-382.487.408
Date of record: 08.05.2017

BANK INFORMATION

Name of the Bank: BASLER KANTONALBANK
Address of the Bank: Postfach, 4002 BASEL
Name of the Account: Dinamo GmbH
IBAN: CH9100770254072022001
BIC: BKBBCHBB
Clearing: 770
Address of the Account Holder: Riehenstrasse 90, 4058 Basel, Switzerland
Account Nr: 0254 0720 2200 1

