

# Trial End User License Agreement

Version 1.000

*Please read this document carefully, and keep a copy for future reference.*

## 1. Definitions

- 1.1. *Kilotype* or *Provider* means Kilotype GmbH, [Neckarstr. 26, 55296, Harxheim, Germany].
- 1.2. *Customer* (also "*Licensee*") means a natural or legal person who requests the Font Software from Kilotype for trial purposes.
- 1.3. *Font Software* (also "*Fonts*") mean the Fonts, Font Software, and the design of the Fonts embodied therein, as well as any media, printed materials, electronic documentation, Font updates, add-ons, artwork, web services and other material associated with the Fonts.
- 1.4. *Device* (also "*Computer*") means a virtual or physical machine capable of installing software or information in digital form, including but not limited to desktop computers, laptops, tablets, and mobile devices.
- 1.5. *License* means the right granted by this EULA to use the Font Software on a trial basis.
- 1.6. This *End User License Agreement* (also "*EULA*") governs the license terms between the Customer and Kilotype with respect to the Font Software obtained by the Customer.

## 2. Conclusion of the Contract

The Customer can request Trial Fonts from Kilotype's websites. This EULA is concluded with the Customer upon submission of the Trial Fonts or corresponding download links.

### **3. Intellectual Property**

- 3.1. The Font Software as well as the design or other intellectual property embodied therein are the exclusive property of Kilotype. All rights, titles, interests, copyrights, patents, trademarks, trade names, trade secrets and other intellectual property rights associated with the Font Software are the exclusive property of Kilotype.
- 3.2. Obtaining a license does not grant the Customer any ownership or distribution rights to the Font Software or the design embodied therein.
- 3.3. The Customer has no claim to the transfer and use of the source code of the Font Software.

### **4. Formats**

The Font Software will be provided in the following format: TTF.

### **5. Licensing Extent**

- 5.1. The Customer acquires the non-exclusive, non-sub-licensable right to use the Font Software within the trial scope.
- 5.2. The Font Software is licensed for a single Device and may be used solely for non-public demonstration and testing purposes. The Customer undertakes to immediately acquire an appropriate License reflecting any deviating use.
- 5.3. This EULA allows the Font Software to be embedded in static, non-editable documents (e.g. PDFs). The document must be distributed in a secure format that prevents Font extraction. Any other embedding of the Font Software is expressly prohibited.

### **6. Licensing Restrictions**

- 6.1. The License granted by this EULA is limited to the use of the Font Software on a single Device. The Customer may not use the Font Software for purposes other than those expressly permitted in this EULA.
- 6.2. No final work may be created under this License and any commercial use is expressly prohibited.
- 6.3. Employing the Fonts in logos, word marks, merchandise, film titles or credits, television, online transmissions, or any other form of (broadcasting) transmission is expressly prohibited and requires an individual License Agreement.
- 6.4. The Customer may not pass on the Font Software.
- 6.5. Kilotype does not provide any technical support under this license.

## **7. Editing, Modifications**

- 7.1. Any modification of the Font Software by the Customer, or by a third party on the Customer's behalf, for the purpose of creating derivative designs is expressly prohibited. This includes, but is not limited to, converting the Font Software into formats other than those provided by Kilotype. The Customer may not modify, alter, disassemble or reconstruct the Font Software in any way.
- 7.2. Any alteration, removal, obfuscation, or other modification of the name of the Font Software is prohibited. This also applies to trademark rights, copyrights, or other intellectual property rights embodied in the Font Software that are owned by Kilotype or to which Kilotype has rights of use, or that are related to Kilotype.

## **8. Warranty, Liability**

Kilotype is liable within the scope of this EULA for the provision of the Font Software for trial purposes only for intentional breaches of duty. The legal warranty according to § 600 BGB applies.

## **9. Final Provisions**

- 9.1. The EULA is subject to the law of the Federal Republic of Germany, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.
- 9.2. Should individual provisions of this EULA, or parts thereof, be invalid or unenforceable, this shall not affect the validity of the remaining provisions. An invalid or unenforceable provision shall be replaced by a valid provision which comes as close as possible to the economic purpose pursued by the contracting parties with the invalid or unenforceable provision.
- 9.3. If the Customer is a merchant, a legal entity under public law or a public special asset, the place of jurisdiction shall be the local competent court at the registered office of Kilotype GmbH.