

END USER LICENSE AGREEMENT (EULA) WEBFONT SELFHOSTING LICENSE

This License Agreement (hereinafter "Agreement") is a legal agreement between Milieu Grotesque, LDA, Rua dos Poços 28, Pucariça, 2640-073 Santo Isidoro MFR, Portugal ("Milieu Grotesque") and the licensee ("Licensee") as specified in the sales receipt issued by Milieu Grotesque ("Sales Receipt"). It applies to the font software (coded software that generates typeface designs when used with the appropriate hard- and software) specified in the Sales Receipt ("Font Software").

By conducting the payment according to the Sales Receipt or by downloading and/or installing the Font Software, the Licensee agrees to the following terms of this License Agreement.

1. Scope of License

Milieu Grotesque and Licensee agree that the Font Software is being licensed by Milieu Grotesque to Licensee pursuant to the terms and conditions set forth in this Agreement and, if applicable, any further terms and conditions set forth in the Sales Receipt. In case of discrepancies between this Agreement and the Sales Receipt, the terms and conditions of the Sales Receipt shall prevail.

1.1 World-wide and Perpetual License

Unless otherwise provided for in this Agreement, the usage rights granted under this Agreement are world-wide, perpetual and fully remunerated with the lump-sum license fee payment as specified in the Sales Receipt.

1.2 Webfont License Grant

Upon payment in full, Milieu Grotesque grants Licensee a non-exclusive license ("Webfont License") to use the Font Software at websites by installing the Font Software on a server and/or Content Distribution Network (CDN) via the css@font-face declaration in the provided Web Open Font Format (WOFF and WOFF2). The provided format does not allow hotlinking and directory listing. Licensee may not convert the Font Software into other formats or use the Font Software in connection with other transmitting techniques. Other formats (e.g. EOT, TTF, etc.) may be provided by Milieu Grotesque upon request and against additional remuneration.

The Webfont License is limited to the specific combinations of top-level domains and second-level domains stated in the Sales Receipt (e.g. "milieugrotesque.com"), which may be combined with an unlimited number of sub-domains (e.g. "shop.milieugrotesque.com"). For the avoidance of doubt, additional top-level domains or second-level domains (e.g. "milieugrotesque.org" or "mg.com") require additional licensing.

The Webfont License is further limited to the amount of pageviews specified in the Sales Receipt. Licensee shall measure the average monthly traffic of its websites in pageviews and provide such data to Milieu Grotesque within 10 working days upon first request. Additional licensing is required if the monthly pageviews exceed the specified amount over a span of 3 consecutive months or more.

For the avoidance of doubt, the Webfont License does not grant a right to embed the Font Software in games, application software or a website that enables users to create custom typesetting with the Font Software or in a file that the website saves or exports other than provided for under clause 1.4 below.

1.3 No Sublicenses

Licensee is not entitled to grant sublicenses to use the Font Software to any third parties, including affiliated companies, distributors, agents and/or other subcontractors of Licensee.

1.4 Third Party Use

Licensee may grant users of the website the right to use the Font Software in connection with products created through the website (e.g. PDF-Documents, business cards, postcards, etc.) to the extent that such use is limited to private (not commercial) purposes of the users and the created products are not defined by letterforms or artwork generated from such website (e.g. stamps, letterform based products, etc.). Users of the website must be the end users of the product created through the website and may not use the products created through the website for logotypes.

2. Usage Beyond the Scope of this License

Any use of the Font Software beyond the usage rights granted hereunder needs additional licensing. This includes, without limitation, any use of the Font Software to produce digital documents, digital products and to display typefaces on a printer or other output device, in apps (applications that can be installed on mobile operating systems) or e-books, in editable documents to be distributed to third parties, for broadcasting (e.g. exhibition or display in cinemas, motion pictures, on television or on cable television, etc.), in a registered trademark, the embedding of the Font Software within hardware equipment or the operation system of an electronic device (e.g. an e-book reader, a mobile operating system, etc.) or software as well as any transmission of the Font Software to third parties via the Internet. Please visit our website or contact us with specific information on such projects for more information and/or a price quote.

3. Font File Protection

Licensee is obliged to take appropriate actions to make sure the Font Software is only used within the scope defined in the Agreement and not made available by any means to third parties other than permitted herein (e.g. no copying, no hot-linking, no direct downloads from a website, no access to source code, no distribution with a source code, etc.).

4. Back-up

Licensee may make and use back-up copies of the Font Software for archival and recovery purposes only, provided that Licensee retains exclusive custody and control over such copies. Any copy of the Font Software must contain the same copyright, trademark, and other proprietary information as the originals.

5. Modifications

Licensee agrees not to modify, adapt, translate, reverse engineer, change the file format, decompile, disassemble, alter, or attempt to discover the source code of the Font Software except as explicitly provided for in this Agreement. If Licensee wishes to modify or change the file format of the Font Software, Licensee must obtain the prior written consent of Milieu Grotesque.

6. Ownership

The Font Software is protected by copyright and/or trademark laws and international treaties and is the exclusive property of Milieu Grotesque. Licensee does not gain ownership of the Font Software under this Agreement and may not extend any rights to any third parties except as expressly provided herein. The structure, organization, and the code of the Font Software are trade secrets of Milieu Grotesque and Licensee agrees to treat them as such.

7. Transfer of License

Except as expressly provided herein, Licensee may not give, hand out, rent or lease the Font Software or parts of it to third parties. Licensee may transfer the granted usage rights in their entirety to a third party, provided that (a) the transferee accepts and agrees in writing (with copy to Milieu Grotesque) to be bound by all the terms and conditions of this Agreement, and (b) Licensee immediately ceases to use the Font Software, destroys all copies of the Font Software and Documentation, including all copies stored in the memory of a hardware device. Notwithstanding the foregoing, Licensee agrees that he will not distribute or disseminate all or any part of the Font Software through any file-sharing service.

8. Warranties

The Font Software is non-returnable and non-refundable. Milieu Grotesque warrants that the Font Software will perform properly and substantially in accordance with any provided documentation for the ten (10) day period following Licensee's payment and receipt of the Font Software. To make a warranty claim, Licensee must assert such claim in writing to Milieu Grotesque within the ten (10) day period.

If the Font Software does not perform properly and substantially in accordance with the documentation, the entire and exclusive liability and remedy shall be limited to either, at Milieu Grotesque's option, the replacement of the Font Software or the refund of the license fee Licensee paid for the Font Software. Milieu Grotesque and its suppliers do not and cannot warrant for the performance or results Licensee may obtain by using the Font Software or Documentation. The foregoing states Licensee's sole and exclusive remedies for Milieu Grotesque's or its suppliers' breach of warranty. Except for the stated limited warranty, Milieu Grotesque 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 Milieu Grotesque or its suppliers be liable to Licensee for any consequential, direct or indirect, incidental or special damages, including any lost profits or lost savings, even if a Milieu Grotesque 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 Licensee might have against any third party retailer.

9. Indemnification

Licensee agrees to indemnify and hold Milieu Grotesque harmless from and against any claims or damage which may result from a breach of this Agreement.

10. Payment and Delivery

All payments are to be made in the currency and in accordance to the payment conditions set forth in the Sales Receipt. As soon as the payment is credited to Milieu Grotesque, the font will be dispatched by email or download link.

11. Miscellaneous

This Agreement shall be governed by the laws of Portugal, excluding any conflict of law rules. The United Nations Convention for International Sales of Goods (Vienna Convention) is expressly excluded. Any dispute arising out of this Agreement shall exclusively be governed by the ordinary courts of Lisbon, Portugal. If any part of this Agreement is found to be void or unenforceable by any competent court, the validity of the remaining parts of the Agreement shall not be affected thereby. The remaining parts shall remain valid and enforceable according to the Agreement's terms. Licensee agrees that the Font Software will not be transferred into any country or used in any manner prohibited by the applicable export law, or other governmental restrictions or regulations of this country. This Agreement may only be modified in writing signed by an authorized officer of Milieu Grotesque.

12. Termination

Milieu Grotesque has the right to terminate this Agreement and all granted usage rights immediately if Licensee fails to comply with any of the terms of this Agreement, including, but not limited to, failure to deliver the data about the amount of pageviews (see clause 1.2 above). Upon termination, Licensee must immediately destroy the originals and any copies of the Font Software and Documentation.

13. Information Duty

Licensee agrees to inform all users who have access to the Font Software about the content of this Agreement and makes sure that they comply with the terms of this Agreement.

—

Version 2.8, March 2019

—

Milieu Grotesque, LDA
Rua dos Poços 28, Pucariça
2640-073 Santo Isidoro MFR, Portugal
VAT-ID# (NIPC): PT514426411
Registo Comercial Lisboa, Portugal
Managing Partners: Timo Gaessner, Maiko Gubler

—

contact@milieugrotesque.com
<http://milieugrotesque.com>