End User Licence Agreement for Mobile FontFonts

This End User Licence Agreement (hereinafter "Agreement") is a legal agreement between you, or, if you represent a legal entity, that legal entity (hereinafter "you") and FSI FontShop International GmbH (hereinafter "FSI"), and is applicable to the Font Software (as defined below) that is accompanied by this Agreement or that you are about to order online.

By downloading the Font Software or opening the package, you agree to be bound by the terms of this Agreement. If you do not agree to the terms of this Agreement, do not download, install, or use the Font Software. If you have purchased a Licence to use the Font Software in a sealed retail package and do not agree to the terms of this Agreement, return it unopened to the place of purchase.

1. Definitions

1.1. "Font Software" means coded software that is accompanied by this Agreement or that you are about to order online and which generates typeface designs when used with the appropriate hard- and software plus any and all other data including documentation provided with such software.

1.2. "Licensed Unit" means an installation of the Font Software that allows up to five (5) concurrent users to use it at a single geographic location. A single geographic location is in particular the site of your place of business. The geographic restriction does not apply to portable computers if they are owned by you.

1.3. "Mobile Device Application" means software which fulfils the requirements set forth in the FontFont Mobile Device Application Whitelist.

1.4. "FontFont Mobile Device Application Whitelist" means the requirements set forth below in section 9.

2. Grant of Licence

2.1. Number of users. FSI grants you a non-exclusive licence to use the Font Software in a Licensed Unit for your own personal or business purposes according to the terms of this Agreement. If the number of users who use the Font Software exceeds those set forth in the definition of Licensed Unit above, then you must request from FSI or its authorized Distributors an appropriate licence covering all users. An additional fee will be charged for this licence extension.

2.2. Embedding in a Mobile Device Application. The Font Software may be embedded in a Mobile Device Application only (i) either as a subset of the Font Software or (ii) as a copy of the original Font Software and in each case only if the relevant application fulfils the minimal requirements defined in the FontFont Mobile Device Application Whitelist. You are not allowed to use the Font Software in mobile devices or mobile device applications which do not fulfil these requirements. The Font Software may be used only to display either the user interface of the Mobile Device Application or the data used by the Mobile Device Application. If the Mobile Device Application creates documents, the Font Software may be embedded in those documents only as a rasterized presentation of the Font Software but neither as a subset of the Font Software nor as a copy of the original FontSoftware. You need an additional licence from FSI or its distributors if you want to use the Font Software apart from the Mobile Device Application.

2.3. Back-up. You may make back-up copies of the Font Software for archival purposes only, provided that you retain exclusive custody and control over such copies.

2.4. Copying. Except as granted in 2.2. and 2.3., you may not copy the Font Software or allow third parties to copy the Font Software. Any (allowed) copy of the Font Software must contain the same copyright, trademark, and other proprietary information as the original.

2.5. Modifications. Except as granted in 2.2., you may not modify, adapt, translate, reverse engineer, decompile, disassemble, alter, or attempt to discover the source code of the Font Software. If you want to make modifications to the Font Software, you must obtain the prior written consent of FSI.

3. Ownership

The Font Software, and all copies thereof, is protected by national and international copyright and/or design law and by international treaties. Any copyright, trademark and other rights belong exclusively to FSI, except as expressly provided in 2.1. You do not gain the ownership of the Font Software under this Agreement. The

structure, organization, and the code of the Font Software are trade secrets of FSI, and you agree to treat them as such.

4. Transfer of Licence

Except as expressly provided herein, you may not give, rent or lease the Font Software or parts of it to third parties. You may transfer all your rights to use the Font Software to another person or legal entity provided that (i) the transferee accepts and agrees in writing (with copy to FSI) prior to such transfer to be bound by all the terms and conditions of this Agreement, and (ii) you destroy all copies of the Font Software and Documentation, including all copies stored in the memory of a hardware device. Without limiting the generality of the foregoing, you agree that you will not distribute or disseminate all or any part of the Font Software through any online service.

5. Warranties

FSI warrants to you that the Font Software will perform substantially in accordance with the Documentation for the ninety (90) day period following your receipt of the Font Software. To make a warranty claim, you must return the Font Software to the location from which you obtained it along with a copy of your sales receipt within such ninety (90) day period. If the Font Software does not perform substantially in accordance with the Documentation, the entire and exclusive liability and remedy shall be limited to either, at FSI's option, the replacement of the Font Software or the refund of the licence fee you paid for the Font Software. FSI and its suppliers do not and cannot warrant the performance or results you may obtain by using the Font Software or Documentation. The foregoing states the sole and exclusive remedies for FSI's or its suppliers' breach of warranty. Except for the foregoing limited warranty, FSI 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 FSI or its suppliers be liable to you for any consequential, incidental or special damages, including any lost profits or lost savings, even if a FSI 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 you might have against your retailer.

6. Governing Law

This Agreement will be governed by the laws of Germany. This agreement will not be governed by the United Nations Convention of Contracts for the International Sale of Goods, the application of which is expressly excluded. You agree that the Font Software will not be shipped, transferred or exported into any country or used in any manner prohibited by the United States Export Administration Act or any other applicable export laws, restrictions or regulations.

7. Termination

FSI has the right to terminate your licence immediately if you fail to comply with any term of this Agreement. Upon termination, you must destroy the original and any copies of the Font Software and Documentation.

8. General provisions

You agree to inform all users who have legitimate access to the Font Software about the content of this Agreement and to make sure that they comply with the terms of this Agreement.

This Agreement and this writing requirement may only be modified in writing signed by an authorized officer of FSI.

9. FontFont Mobile Device Application Whitelist

This lists the minimal requirements for application formats to which the Mobile Device FontFont EULA is applicable.

9.1. Application for Apple iOS version 3.2 and later

9.1.1. Application bundle
Definition: The application bundle is a ZIP compressed directory structure.

Requirements: It must contain the application executable file and the required support and resource files.

9.1.2. Application executable

Definition: The application executable is the executable file containing the application's code.

Requirements: The Application must use all embedded fonts either to display parts of the user interface or to display the data used by this application.

9.1.3. Info-plist

Definition: The information property list file, a file containing configuration data of the application.

Requirements: This file must list all embedded fonts in the 'UIAppFonts' section.

9.1. 4. Application icon

Definition: Image file containing the icon used to represent the application.

Requirements: This file must be included in the application bundle.

9.1.5. Launch image

Definition: A screen-size image that is displayed when the application launches.

Requirements: This file must be included in the application bundle.