

# End User License Agreement

## *‘Basic Print Licence’*

This end user Licence Agreement (hereinafter “Agreement”) is a legal agreement between MilieuGrotesque (hereinafter “MilieuGrotesque”) and you, or, if you represent a legal entity, that legal entity (hereinafter “you”). It is applicable to the software (hereinafter “Font Software”) that is accompanied by this Agreement or that you have ordered online.

By downloading and/or installing MilieuGrotesque font software, you agree to the following terms of this Agreement.

By downloading onto your computer any of the fonts from our website <http://www.milieugrotesque.com>, after payment by credit card or bank transfer, you accept that those goods are non-returnable and non-refundable. If the goods are defective in any way, you agree to inform MilieuGrotesque within ten (10) days and you will be provided with replacements within three (3) workdays. Your statutory rights as a consumer are not affected.

### 1. Definitions

“Font Software” means coded software that generates typeface designs when used with the appropriate hard- and software plus any and all other data including documentation provided with such software.

“Licensed Unit” means an installation of the Font Software that allows up to three (3) 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.

### 2. Grant of Licence

#### 2.1. Number of users

Upon receipt of your payment and downloading the Font Software, MilieuGrotesque grants you a non-exclusive licence to use the Font Software 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 MilieuGrotesque or its authorized Distributors an appropriate additional licence (Multi User Licence - MUL, see below) covering all users. An additional fee will be charged for this licence extension.

#### 2.2. Embedding

The embedding of the MilieuGrotesque fonts software in PDF documents, Flash documents, and other digital documents is allowed only in a secured, read-only mode, provided that the extraction of the Fonts is prohibited. You may embed the Font Software in documents, applications or devices either as a rasterized representation of the Font Software (e. g., a GIF or JPEG) or as a subset of the Font Software as long as the document, application or device is distributed in a secure format that permits only the viewing and printing but not the editing of the text.

This licence does not permit the transmitting of the Font Software over the Internet in font serving or for font replacement by means of technologies such as, but not limited to, WOFF, EOT, Cufon, sIFR or other technologies that now exist or may be developed in the future. For embedding our fonts in web sites using the @font-face rule in CSS, purchase

a corresponding Webfont License at our Webfont partner «Fontdeck» (<http://fontdeck.com>).

To embed fonts into eBooks, iPad and iPhone applications, computer hardware (OEM) or software developers (ISV), or other commercial products, you will need an extension of the basic Print Licence. Please contact us with specific information about your project for a price quote. You need an additional licence from MilieuGrotesque or its Distributors: a) for the use of the Font Software in documents, applications or devices permitting editing of the text, b) if such documents, applications or devices shall be distributed to third parties, or c) if the Font Software is embedded neither as a subset nor as a rasterized representation.

### 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. Service bureaus

You may take a digitized copy of the Font Software used in a particular document to a commercial printer or service bureau for outputting this particular document (this document must not be edited by the printer or service bureau). In the event of any modifications to the document or use of the Font Software for other purposes, the printer or service bureau must purchase its own Font Software licences.

### 2.5. Copying

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

### 2.6. 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 MilieuGrotesque.

### 3. Ownership

The Font Software, and all copies thereof, is protected by copyright and/or trademark laws and international treaties. Any copyright, trademark and other right belonging exclusively to MilieuGrotesque, is only extended to you as expressly provided in 2.1 and the other provisions of Art. 2 hereinabove. You do 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 MilieuGrotesque and you agree to treat them as such.

### 4. Transfer of License

Except as expressly provided herein, you may not give, hand out, rent or lease the Font Software or parts of it to third parties. You may transfer all your rights to use the Font Software and Documentation to another person or legal entity, provided that a) the transferee accepts and agrees in writing (with copy to MilieuGrotesque) to be bound by all the terms and conditions of this Agreement, and b) you immediately

cease to use the Font Software, 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

MilieuGrotesque warrants to you that the Font Software will perform substantially in accordance with the Documentation for the ten (10) day period following your payment and 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 ten (10) 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 MilieuGrotesque's option, the replacement of the Font Software or the refund of the licence fee you paid for the Font Software. MilieuGrotesque 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 your sole and exclusive remedies for MilieuGrotesque's or its suppliers' breach of warranty. Except for the foregoing limited warranty, MilieuGrotesque 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 MilieuGrotesque or its suppliers be liable to you for any consequential, incidental or special damages, including any lost profits or lost savings, even if a MilieuGrotesque 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 shall be governed by the laws of Switzerland, excluding any conflict of law rules. The United Nations Convention for International Sales of Goods (Vienna Convention) is not applicable to this Agreement and expressly excluded. If any part of this Agreement is found to be void or unenforceable by any competent court, the validity of the balance of the Agreement shall not be affected thereby. The remaining parts of the Agreement shall remain valid and enforceable according to the Agreement's terms. You agree that the Font Software will not be shipped, transferred or exported into any country or used in any manner prohibited by the applicable export law, or other governmental restrictions or regulations of your country. This Agreement may only be modified in writing signed by an authorized officer of MilieuGrotesque.

#### 7. Termination

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

#### 8. General provisions

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

#### 9. Multi-User License (MUL)

Fonts purchased and downloaded from this site are licensed for the number of users you enter. The basic license for MilieuGrotesque typefaces is for 1-3 users, with a multi-user license (MUL) required thereafter. Ordering online makes licensing easy. MUL(s) are applied automatically when you enter the number of users, and the price adjusts automatically. Please call us for MULs beyond 25 users.

If your online order does include a MUL, you will receive further documentation in the mail for your records. With your online order, you receive the applicable End User License Agreement (EULA) for the Font Software. It is recommended to read and understand your license to use the font, as use beyond the EULA requires additional licensing. Should you later wish to broaden your license to allow more users than originally licensed, please contact us.

*Version 1.6, Oktober 2012*

**By downloading and/or installing the Font Software, you acknowledge that you have read, understood, and agreed to be bound by the terms and conditions of this Agreement.**

**If you have any questions, please do not hesitate to contact us. We are happy to assist you with support and advice.**

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