



End User License Agreement for Web FontFonts

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By downloading or installing the Font Software 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.

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 installations of the Font Software that allow the design of Your Websites which have – based on any six consecutive calendar months – not more than the overall monthly average of Pageviews stated on Your invoice for the purchase of the Font Software. If no number of Pageviews is given on Your invoice, the licensed number of Pageviews is 500,000 per month. If Your Websites averages (based on a period of six consecutive calendar months) at any given time in the future more than the licensed number of Pageviews per month, You must purchase an extended license from FSI or its authorized distributors.

1.3. “Use” means to design Your own personal or business Website with the typeface embodied in the Font Software and to make accessible the Font Software together with Your Website on a web server in order to enable a web browser to render the content of such a Website using the respective Font Software. Use does not include the behaviour set forth in Clause 2.2. below.

1.4. “Website” as used here is a connected group of related web pages which form an entity whose content is managed by You, and which are organized under a particular domain name, including sub-domains. The Website can be viewed either over Your local area network or over the Internet. For the avoidance of doubt, web pages on sub-domains whose content is managed by other persons are deemed to be not part of Your Website.

1.5. “Pageview” is each request to load a single page of each of Your Websites. Pageviews – also referred to as page impressions or page requests – must be recorded by a commonly accepted or recognized performance tracking system. FSI reserves the right to request written copies of Your average Pageview reporting statistics.

2. Grant of License and Restrictions

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3. Comp Fonts Enclosed

As set forth in Clause 2.1. and 2.2., the use of the Font Software (WOFF/EOT) is restricted to the use in Websites. During the design process of a Website it may be necessary to create page layouts of the proposed design (“comps”) using applications that do not support WOFF/EOT fonts. For this purpose, You obtain in addition to the WOFF/EOT fonts the corresponding TrueType-flavoured OpenType fonts for the offline design phase. These Comp Fonts may only be used during the design phase of Your Website(s). You will need a separate license if You wish to use the Font Software for any other purpose. The use of the Comp Fonts in Your Website(s) is expressly prohibited.

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7. Termination

FSI has the right to terminate Your license 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 may only be modified in writing signed by an authorized officer of FSI.

If any part of this agreement is found void and unenforceable, it will not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms.

9. 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.

FontShop International GmbH, Bergmannstr. 102, 10961 Berlin, Germany
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