THIS IS A CONTRACT BETWEEN YOU AND LINETO GMBH.

Once you have downloaded onto your computer any of the fonts from our website lineto.com after payment by credit card, via PayPal 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 LINETO immediately after the download or reception of the Font Software within the first 10 days and you will be provided with replacements within 24 hours. Your statutory rights as a consumer are not affected.
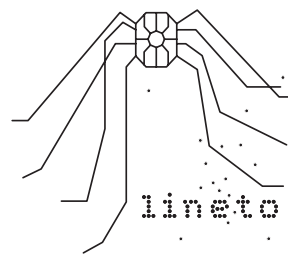
LINETO TYPE FOUNDRY END USER LICENSE AGREEMENT FOR FONT SOFTWARE

PREAMBLE

This license agreement for Font Software becomes a legally binding contract between the licensee and Lineto GmbH when the licensee agrees to the Terms of Condition in an electronic delivery method or purchases the Font Software on a storage medium and opens the packaging containing the typefaces.

If the licensee refuses to accept a contractual obligation through this license agreement, they are not permitted to download, access, and/or use the Font Software. The licensee is required to thoroughly and carefully read through the complete license agreement before agreeing to the conditions specified here.

The general Lineto *END USER LICENSE AGREEMENT (EULA)* is a standard document which forms the basis of all licensing agreements.

The *SPECIFIC USER LICENSE* document overrides the general Lineto *EULA* in certain points, e.g. user parameters or usage details. The two documents combined form the agreement as a whole.

ARTICLE 1 — LICENSE AND USAGE RIGHTS

1.1

The typeface and/or the software underlying this contractual agreement are the intellectual property of Lineto GmbH. In the interest of improved articulation, the term "Font Software" is used for "The Typeface", "The Software", or any combination thereof.

The term "Font Software" includes any and all updates, upgrades, expansions, modified versions and working copies of the Font Software to which the licensee, i.e. a natural person or legal person, has accordingly been granted a license. The Font Software remains and shall remain, now and in the future, the property of Lineto GmbH.

1.2

Upon full payment of the agreed-upon usage fee, Lineto GmbH grants the licensee the non-exclusive, non-transferable, non-sublicensable right and license, subject to the terms and conditions of this EULA and the specific user license.

Minimal basic Standard Desktop/Print Use Licence consists of the right to simultaneously use or store the Font Software on a maximum of 5 (five) computers (workstations) or by a maxiumum of 5 (five) users at one single geographical location stipulated by the licensee, within one single company/ business entity or institutional entity only.

In the event that extensions to the abovementioned basic Standard Desktop/Print Use License restrictions become necessary, the licensee is obliged to purchase an extended license. Extended licensing is also needed for other uses e.g. as App Use, eBook Use, Web Use, TV/Broadcasting/Streaming/Video Use and Server Use.

The licensee may install the Font Software on a single file server for Use on a single local area network (LAN) only when the Use of such Font Software is limited to the Workstations and Printers that are part of the licensed Unit of which the server is part.

For the purpose of determining the proper number of Workstations for which a license is needed, the following example is supplied for illustration purposes only:

"If there are 100 Workstations connected to the server, with no more than 15 Workstations either using this Font Software currently, but the Font Software will be used on 25 different Workstations at various points in time, a site license must be obtained creating a licensed unit for 25 Workstations."

The Font Software may not be installed or used on a server that can be accessed via the Internet or other external network system (a system other than LAN) by Workstations, which are not part of a licensed Unit. Fonts used with a server based application require a License Extension for Servers.

If the Font Software is intended to be used for commercial purposes,

each individual license permits one additional usage (installation) on a personal home or portable computer.

For the exclusive purpose of data backup, additional backup copies of the Font Software can be made.

1.3

Lineto GmbH provides licensing for its Font Software only to the end user directly. Any end user of the Font Software needs to arrange a Specific User License which defines the valid and agreed usage parameters for the Font Software.

Transferring the license to a third party is essentially not permitted. Any subsidiary company, affiliate company, servicing company, production company, design agency and/or any other third party carrying out work on behalf of the licensee making active use of the Font Software is required to buy their individual, separate Specific User License from Lineto GmbH.

Agencies and individuals sourcing licenses of Font Software on behalf of their clients are required to communicate the complete user parameters and supply comprehensive client information, and fully comply with the requirements of Lineto GmbH in any respect. In such cases, the contractual relationship is formed between Lineto GmbH and the actual end user.

1.4

For the exclusive purpose of outputting certain files, the licensee is permitted to transfer a copy of the Font Software which is used for creating the pertinent file to a commercial printer or another service company. In the event of active use of the Font Software (i.e. for text modifications, corrections, etc.), the service company is required to acquire its own license.

The licensee is obliged to inform any such commercial printer/prepress/service company about the content of this License Agreement.

1.5

CIRCULATION/PUBLICATION OF PDF FILES: The licensee may electronically distribute Font Software embedded in a "Personal or Internal Business Use" document only when the Font Software embedded in such document is in a static graphic image (e.g., a ".gif" or ".png" image, etc.) or an embedded electronic document (e.g., a "PDF" file, or an "Adobe Flash™" file, etc.), and is distributed in a secure format that permits only the viewing and printing (and not the editing, altering, enhancing, modifying, or extracting) of such static graphic image or embedded document (*READ-ONLY*).

Publication of electronic documents with embedded fonts for external business use (e.g. downloadable PDF) requires a licensing extension.

1.6

If the licensee itends to edit or modify a document containing the embedded Font Software, a request must be made to Lineto GmbH. Lineto GmbH will then arrange a License Extension for Font Embedding, which is subject to an additional fee.
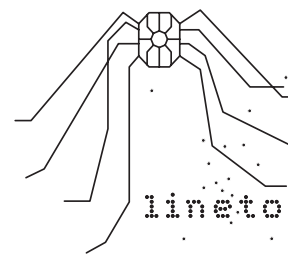
1.7

USE ON WEBSITES: For the purpose of dynamic rendering on websites, Lineto provides webfont packages for embedding. The use of Lineto webfonts on websites requires a license, which is granted for a specific domain (URL). The license relates to the website's viewer analytics and is calculated according to the average monthly page view figures. A web license includes an additional temporary domain for development purposes.

The licensee is allowed to self-host the provided web fonts on all registered domains and their subdomains, and include them via the @font-face-feature. The CSS-file which refers to the web fonts must quote Lineto's disclaimer in unchanged wording.

Lineto does not collaborate with any cloud-based hosting services and does not allow hosting its fonts through any such services. Lineto web fonts are provided for the purpose of self-hosting only.

If you have any questions concerning this license agreement, please contact us without any hesitation through our website or by email. We are happy to assist you with any queries you may have.

1.8

USE IN APPS, EPUBS AND EBOOKS: For publishing/distributing of font software in apps for mobile devices, as ePubs or as eBooks, a licensing extension to the desktop license is required. Such licensing is granted for a year-long temporary use, at an annual fee. The license is two-fold:
  • Perpetual desktop/print licensing for designing and for generating the app/ePub/eBook.
  • Annually renewable licensing for publishing the app.

1.9

USE FOR TV, BROADCASTING & CINEMA: For Television, Broadcasting and Cinema use, an additional licensing extension to the desktop license is required. Such licensing extension covers use in specific media, within defined territories.

1.10

USE IN SOCIAL MEDIA AND STREAMING VIDEO: For use in social media and for streaming video on websites and social media networks, a licensing extension to the desktop license is required.

1.11

USE IN ONLINE BANNER ADS, WEB ADS, VIDEO ADS AND DIGITAL POINT OF SALE: The use in online banner ads, web ads, video ads, and digital point of sale devices is subject to an additional license to the desktop license.

1.12

USE ON COMMERCIAL MERCHANDISE: The use on commercial merchandise (such as sports club shirts, concert tour shirts, souvenirs, etc.) is subject to an additional license to the desktop license. Such license can be granted for an agreed number of items to be used on, or as an arrangement allowing use of fonts during a specified limited period.

1.13

USE IN LOGOS, WORDMARKS, TRADEMARKS, BRANDS, BRAND CLAIMS AND BRAND SLOGANS: Use of Lineto Font Software, in whole, in parts, or by way of modification using editing software capable of such modification, for the purpose of creating a static or animated logo device or brand mark for branding purposes of a company, a product, a service, an individual, a recording artist or band, an institution, an association, a sports club, a political party, etc. is subject to an additional licensing fee for the public exploitation of such brand mark.

The licensing fee is calculated according to Lineto's tariff for such use, which depends on the brand mark's exposure and the territories it is used in. The public use of any such brand mark requires clearance with Lineto GmbH prior to its dissemination.

1.14

EMBEDDING IN HARDWARE (OEM), EMBEDDING IN SOFTWARE (ISV) Embedding of Lineto Font Software into a hardware product (controlling devices, displays, dashboards, etc.) or embedding of Lineto Font Software into an installable software product requires a license.

1.14

Use of Font Software ("fonts") owned and/or distributed by Lineto GmbH without valid and/or adequate licensing constitutes an infringement and is illegal. Lineto GmbH reserves the right to take legal action against any infringer, including anyone actively disseminating the Font Software. Legal action may include action for damages, action for an injunction and criminal proceedings.

Agencies, companies and individuals procuring licenses on behalf of their clients are fully responsible for the complete and accurate communication of their client's license parameters and will be held liable for any non-contractual use by their clients.

In addition, use of fonts without any valid and/or adequate licensing constitutes an obligation of every infringer (including agencies, companies or individuals acting as procurer) to pay to Lineto GmbH a retroactive license adequate for the documented illegitmate use. Such retroactive licensing is calculated according to the valid licensing tariff of Lineto GmbH, with *an additional surcharge of *AT LEAST 200%* of the actual license fee.

Depending on the nature of an offence, the details and graveness of a violation, and the degree of cooperation in clearing the situation with Lineto, Lineto GmbH may add further charges for expenditure, time and effort as well as for legal expenses, and to recover damages.

The handling of any individual cases may be arranged at Lineto's discretion without prejudice.

ARTICLE 2 — EXCLUSION OF OTHER USAGE

2.1

Subject to the provisions in subsection 1.4 of this agreement, selling, lending or otherwise transferring the Font Software to a third party or parties is strictly prohibited. In addition, transferring the Font Software as a component or sub-component of other products, e.g., electronic documents or sublicenses, to a third party or parties is also strictly prohibited.

2.2

Subject to the provisions in subsections 2.3 and 2.4 of this agreement, the following is prohibited: The licensee may not reproduce, modify, adapt, translate, alter the font software, nor create derivative works using any data contained within it. The licensee may not reverse engineer, decompile, decrypt, disassemble, nor seek to discover the source code of the font software.

2.3

Exceptions to subsection 2.2 are only permitted provided they are essential to obtaining the necessary information for establishing interoperability of the software with other programs, provided this information is neither published nor accessible in any other form, AND if the licensee is unable to obtain said information from Lineto GmbH directly. In this case, the licensee shall inform Lineto GmbH in writing as to which portions of the software the licensee is seeking to decompile prior to engaging with such activity.

2.4

Modifying the Font Software is prohibited, even in the event that it is necessary for fulfilling personal design requirements. If the licensee needs to make modifications, consent and permission *IN WRITING* has to be obtained from Lineto GmbH, which is under no obligation to grant such rights. Non-compliance with this provision voids any and all support rights and warranties granted by Lineto GmbH and represents a violation and breach of this license agreement.

Furthermore, if the licensee or a third party or parties effect modifications to the Font Software despite the prohibition against such modifications, Lineto GmbH becomes the owner of that modified data.
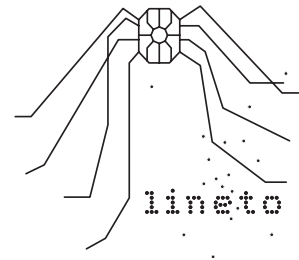
Specifically, it is prohibited to change or modify the Font/Trademark names, used as identifying tags in the Font Software in any form or manner. If such changes or modifications become necessary, prior written consent has to be obtained from Lineto GmbH.

ARTICLE 3 – WARRANTY AND LIABILITY

3.1

Upon receipt of the Font Software by the licensee, Lineto GmbH grants a 90-day warranty guaranteeing that the Font Software is essentially free from material defect in accordance with the documentation. To make a warranty claim, the licensee has to return the Font Software, including a copy of the sales receipt within the 90-day warranty period to Lineto GmbH. If the Font Software is not essentially free from material defect in accordance with the

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documentation, the entire and exclusive liability and remedy shall be limited to either, at Lineto GmbH's option, the replacement of the Software or the refund of the license fee that the licensee paid for the Software. Lineto GmbH does not and cannot warrant the performance or results the licensee may obtain by using the Font Software or documentation. The foregoing states the sole and exclusive remedies for Lineto GmbH's or its suppliers' breach of warranty. Except for the foregoing limited warranty, Lineto GmbH 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 Lineto GmbH or its suppliers be liable to the licensee for any consequential, incidental or special damages, including without limitations any lost profits, lost data, lost business opportunities or lost savings, even if Lineto GmbH has been advised of the possibility of such damages, or for any claim against the licensee by any third party seeking such damages even if Lineto GmbH has been advised of the possibility of such damages.

Some states or jurisdictions do not allow the exclusions of limitations of incidental, consequential or special damages, so the above exclusion may not apply to the licensee. Also, some states or jurisdictions do not allow the exclusions of implied warranties or limitations on how long an implied warranty may last, so the above limitations may not apply to the licensee. To the extent permitted by law, any implied warranties are limited to ninety (90) days.

3.2

The licensee agrees that the Font Software and documentation, and all copies thereof, are owned by Lineto GmbH; and its design, structure, organization and encoding are valuable property of Lineto GmbH and/or its suppliers. The licensee agrees that the Font Software and documentation are protected by Swiss trademark and design patent laws, by the copyright and trademark laws of other countries, and by international treaties. In addition, the licensee agrees to treat the Font Software in the same manner corresponding to other copyrighted and trademark-protected products, e.g. books. With the exception of the points explicitly mentioned here, copying the Font Software is not permitted.

Any and all copies that the licensee is permitted to produce on the basis of this agreement have to have to contain the same copyright, trademark and other property clauses as those on or contained in the Font Software. The licensee declares not to modify, adapt or translate the encoding of the Font Software, nor reproduce, decompile, disassemble, change, modify or otherwise attempt to reveal the source code of the Font Software.

The licensee also agrees to use the Trademarks that are connected to the Font Software, accordingly to accept usage of the Trademarks (including the identification of the owner of the respective Trademark). Trademarks can be used solely for the purpose of identifying printed data from the Font Software.

The licensee is also aware that software is never completely error-free and that the Font Software may therefore contain errors, which can affect functionality and operation.

3.3

Claims exceeding the preceding warranty claims, e.g. compensation for idle time, loss of production, waste of material and other indirect damage, are explicitly excluded, provided said damage was not willfully or intentionally brought about or caused by gross negligence on the part of Lineto GmbH. Liability is not assumed insofar as the damage does not stem from a grossly negligent breach of duty by Lineto GmbH.

ARTICLE 4 – TERMINATION OF LICENSING AGREEMENT

4.1

The licensees usage rights of the Font Software guaranteed under subsections 1.2 through to 1.11 shall become immediately null and void in the event of a breach of the terms and conditions of this EULA and/or the Specific User Licence by the licensee. No further use of the Font Software is allowed.

4.2

If the licensee or one of the licensee's employees breaches the agreed-upon license and right of use and/or any property rights of Lineto GmbH, Lineto GmbH has the right to terminate the license and right of use, with termination taking immediate effect. Lineto GmbH reserves the explicit right to assert any further claims (specifically information, compensation for damages, etc.).

4.3

In the event of termination, the licensee is obligated to delete the original Font Software affected by and pertaining to the termination, including documentation and all copies. Licensee is not allowed to further use the Font (Typeface) or the Font Software and upon request of Lineto Licensee is obligated to immediately remove, delete or destroy any graphic embodiments of the licensed Typeface. At the request of Lineto GmbH, the licensee is obligated to provide written assurance that said deletion has occurred.

ARTICLE 5 – CONFIDENTIALITY OBLIGATIONS

5.1

The licensee is obliged to undertake all necessary steps to prevent unauthorized access to the Font Software and to any copies of such.

5.2

The licensee is obliged to inform employees and representatives and anyone who is granted access to the Font Software within this licensing agreement about the content and conditions of the license provisions for the relevant Font Software and put said employees, representatives etc. under the obligation of compliance with those provisions and conditions.

ARTICLE 6 – FINAL PROVISIONS

6.1

This contract represents an agreement between the parties. Verbal collateral agreements do not exist. Any verbal agreements are only binding for Lineto GmbH if said verbal agreements have been acknowledged and confirmed in writing by Lineto GmbH.

6.2

Changes to this contract require written form. This also applies to changes to this written form clause.

6.3

The invalidity or inoperativeness of one or more provisions of this contract does not affect the validity of the rest of the contract and the remaining other provisions shall thereby remain unaffected. An invalid provision shall be replaced by a provision that is permitted by law and which approaches the invalid provision and economic interests intended by the parties.

6.4.

Any and all disputes arising from, or in connection with, this contract as well as any dispute over the materialization of this contract are exclusively subject to the law of Switzerland without regard to any conflict law principles an excluding in particular the United Nations Convention on Contracts for International sale of Goods (Vienna 1980) as well as the United Nations Convention on the Law applicable to International Sales of Goods (Den Haag 1995). The rights and obligations of the parties arising from this contract are based on Swiss law, even in the event that the exertion or breach of contractual rights takes place in a foreign country.

6.5

Exclusive place of jurisdiction is Zurich/Switzerland.