# License Agreement 'Basic License'

This License Agreement (hereinafter "Agreement") is a legal agreement between Milieu Grotesque (hereinafter "Milieu Grotesque") and the legal entity specified in the offer and invoice of Milieu Grotesque ("Licensee"). It is applicable to the software (hereinafter "Font Software") that is specified in said offer and invoice.

By conducting the payment according to Milieu Grotesque's invoice or by downloading and/or installing Milieu Grotesque font software ("Font Software"), the Licensee agrees to the following terms of this License Agreement.

## 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.

# 2. Scope of License

Licensor and Licensee agree that the Font Software is being licensed by Milieu Grotesque to Licensee for worldwide use pursuant to the terms and conditions set forth in this Agreement and Milieu Grotesque's royalty invoice attached as an exhibit ("Invoice").

The Invoice, further specifying the scope of the licensed usage rights, forms an integral part to this Agreement. In case of discrepancies between this Agreement and the Invoice, the terms and conditions of the Invoice shall prevail.

# 2.1 Perpetual License

Unless otherwise provided for in this Agreement, the usage rights under this Agreement are granted perpetual and remunerated with a one-time license fee payment.

# 2.2. License Grant

Upon receipt of payment in accordance to the Invoice, Milieu Grotesque grants Licensee a non-exclusive License to use the Font Software by limited amount of users and install it on a limited amount of workstations in a single geographic location to produce digital documents, digital products and to display typefaces on a printer or other output device for Licensee's business purposes according to the terms of this Agreement. (The geographic restriction does not apply to portable computers if they are owned by Licensee.)

The number of users and workstation the Licence is limited to is specified in the Invoice. Licensee may at any time request from Milieu Grotesque an offer for a license for additional users and/or workstations.

The licensed rights under the Basic License also include the use of the Font Software in PDF documents, Flash documents, and other digital documents, provided that such documents, if made available to any third parties, are in a read-only mode and an extraction of the Font Software is not possible.

# 2.3 Service Bureau / No Sublicenses

Licensee is not entitled to provide to any third parties, including affiliated companies, distributors, agents and/or other subcontractors of Licensee, with a right to use the Font Software. Accordingly, Licensee may also not take a digitized copy of the Font Software used in a particular document to a commercial printer or service bureau for outputting this document.

# 2.4 Usage beyond the scope of this License

Any use of the Font Software beyond the usage rights granted hereunder needs additional licensing. In particular, but not concluding, the use of the Font Software for websites, in Apps (any applications which can be installed on mobile operating systems) or eBooks, 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), in a registered trademark, the embedding of the Font Software within hardware equipment or the operation system of an electronic device (e.g. an eBook reader, a mobile operating system, etc.) or software as well as any transmission of the font 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 of the license and not made available by any means to third parties other than approved herein (e.g. no copying, no hot-linking, no direct downloads from a website, no access to source code, no distribution with an App source code, etc.).

## 4. Back-up

Licensee may make back-up copies of the Font Software for archival 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, decompile, disassemble, alter, or attempt to discover the source code of the Font Software except as explicitly provided for in this Agreement. If Licensee wants to make modifications to the Font Software, Licensee must obtain the prior written consent of Milieu Grotesque.

# 6. Ownership

The Font Software, and all copies thereof, is protected by copyright and/or trademark laws and international treaties and 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 all his 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 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. Without limiting the generality of the foregoing, Licensee agrees that he will not distribute or disseminate all or any part of the Font Software through any online service.

## 8. Warranties

The Font Software is non-returnable and non-refundable. Milieu Grotesque warrants that the Font Software will perform substantially in accordance with the Documentation for the ten (10) day period following Licensee's payment and receipt of the Font Software. To make a warranty claim, Licensee must return the Font Software to the location from which Licensee obtained it along with a copy of the sales receipt (Invoice) 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 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 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 foregoing 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 his 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 Invoice. 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 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. Any dispute arising out of this Agreement shall exclusively be governed by the ordinary courts of Zurich, Switzerland. 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. Licensee agrees 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 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 the License immediately if Licensee fails to comply with any of the terms of this Agreement. 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 2.1, May 2013

By conducting the payment of the Font Software or by downloading and/or installing the Font Software, Licensee acknowledges that he has read, understood, and agreed to be bound by the terms and conditions of this Agreement.

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

Milieu Grotesque Gässner & Colby Bertastrasse 6a, CH-8003 Zurich, Switzerland info@milieugrotesque.com

http://www.milieugrotesque.com