

Font Software End User License Agreement (EULA) between (the Parties) you (the Licensee) and Studio Feixen GmbH.

1 OWNERSHIP OF PRODUCT AND COPYRIGHT

1.1 The digital files downloaded to your computer contain font softwares. You agree that the font softwares are owned by the Supplier, and their structure, organization and code are the valuable trade secrets of the Supplier.

1.2 The intellectual property of the design contained in the font softwares is owned by the Supplier.

1.3 You have purchased a non-exclusive license which grants you certain rights to use the font softwares. It is not an agreement for sale of the font software, of its design or any portion of it.

1.4 Except for your right to use the font softwares granted by this license, all other rights are owned and retained by the Supplier.

2 GENERAL LAWFUL USE OF PRODUCT

2.1 When purchasing any font software from the Supplier and upon full payment of the agreed-upon usage fee, you obtain a license to install the font software on the number of computers which is specified by you in the order. These computers have to belong to the Licensee which is specified in the order. They can be connected to, and the font software used with, any number of output devices belonging to the Licensee, such as printers for example. The font software may be downloaded to the memory (hard disk or RAM) of output devices belonging to the Licensee for the purpose of having such font software remain resident in the output device. Each device containing the font software counts as one computer.

2.2 You are not authorized to sublicense, sell, lend or lease the font software. Exceptions apply, as described under 5. Providing the font files to third parties and 6. Buying the font files on behalf of a client.

2.3 You may not convert, modify or rename the original font software under any circumstance.

2.4 You may not open the original font software in an editing software in order to reveal its structure, organization or code.

2.5 You may not use the original font software file to create a derivative or modified product or design, including creating characters for alphabets and languages not covered by the typeface or designing a custom version of the typeface.

2.6 You may not modify the design of the characters contained in the font software, even if converted to outlines with the help of an editing or design software.

3 SELF-HOSTING AND EMBEDDING: SPECIFIC LAWFUL USE OF PRODUCT

3.1 With any purchase of a font software you get the right to embed it on an unlimited number of websites, mobile apps, electronic publications and to use it for broadcasting, under the conditions mentioned below:

3.2 Anyone having the font software on his computer in order to use it for a website, mobile app, electronic publication or broadcasting has to possess a license of it. Exceptions apply as described under 5. Providing the fonts to third parties.

3.3 You are entitled to embed the licensed font software in a secured read-only mode, subject to the following restrictions: you shall secure embedded documents against unauthorized use by any third party.

3.4 You are not authorized to embed the licensed font software for the purpose of allowing third parties to create new documents or designs.

3.5 Any embedding not described below is prohibited. The Supplier may include additional authorized embedding in the future.

WEB

3.6 Only the original webfont files delivered after having registered your website in your client account can be used as webfonts.

3.7 Self-hosting is only authorized for one website domain owned by the client registered in the billing address under the account tab.

3.8 The fonts have to be stored on the same server as the other softwares and assets associated with the licensed domains.

3.9 Technologies other than @font-face are not allowed.

3.10 The use of third-party font hosting services is strictly prohibited.

MOBILE APPS

3.11 Only the OTF (.otf) files delivered with your order can be used in your mobile app(s).

ELECTRONIC PUBLICATIONS

3.12 You can embed the fonts in Portable Document Format (.pdf), EPUB (.epub), iBook (.ibooks), Kindle (.azw, kf8) documents.

3.13 Only the OTF files (.otf) delivered with your order can be used in your electronic document(s).

BROADCASTING

3.14 Broadcasting is authorized as long as the number of computers and output devices used (see 2.1.) stipulated in the order is respected (including those accessible via a server).

4 COMPATIBILITY AND USAGE

4.1 The Supplier provides OpenType/CFF (.otf) desktop font formats.

4.2 WOFF2 (.woff2), WOFF (.woff), EOT (.eot) and TTF (.ttf) files are included in all packages.

4.3 The Supplier guarantees that the font softwares downloaded from its website are valid fonts, installable and printable.

4.4 OpenType layout features are tested independent from any application.

4.5 It's a matter of the systems, softwares versions or browsers whether they support OpenType fonts and features: please refer to your system/software/browser documentation.

5 PROVIDING THE FONT FILES TO THIRD PARTIES

5.1 You may, for a defined time period, provide a copy of the font software you have used for a particular file to a commercial printer, a service bureau or other prepress facility in the scope of a defined project, only in order to prepare for printing and print your documents.

5.2 You may, for a defined time period, provide a copy of the font software you have used for a design to the company coding the website or the mobile application in the scope of a defined project, only in order to implement the font software into the website or the mobile application.

5.3 Any design and/or editorial work is excluded from this particular agreement. Your personal license is not transferred to the company or people in question and the font software may be used exclusively in order to accomplish the work specified in the contract between you and the company. Once the job is completed, the font software shall be deleted from the company's computers.

5.4 When providing a copy of the font software, you have to give a full copy of this EULA to the third party and inform them of the terms of this particular chapter about third parties.

6 BUYING THE FONT FILES ON BEHALF OF A CLIENT

6.1 You are allowed to buy font softwares from us on behalf of your client under the conditions mentioned below:

6.2 Your client must be registered as the Licensee in the billing address under the account tab.

6.3 You have to provide your client with a copy of the EULA. The EULA has to be accepted by the client.

6.4 You have to provide your client with the invoice related to the purchase you got by mail.

6.5 You are not authorized to invoice our font software to your client at another price as the one displayed on our website.

6.6 We are not bound to communicate with your client: in case of communication needed, you remain the interlocutor.

7 STANDARD USER LICENSE / MULTI-USER LICENSE

7.1 In the event that extensions to the restrictions mentioned above become necessary, the Licensee must purchase additional licenses or contact the Supplier directly.

7.2 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. Each workstation connected to the LAN counts as one computer from the total allowed amount stipulated in your order.

7.3 The font software may NOT be installed or used on a server that can be accessed via the Internet, via another external network system (a system other than LAN) or by workstations which are not part of a licensed unit. For embedding in website, see 3.6–3.10.

7.4 For the exclusive purpose of data backup, additional copies of the font software can be made.

8 WARRANTY AND LIABILITY

8.1 LIMITED WARRANTY

For a period of thirty days after delivery, the Supplier warrants that the font software will perform in accordance with the specifications published on its website. Your exclusive remedy and the sole liability of the Supplier in connection with this warranty is repair or replacement of its defective parts. The warranty does not apply to any font software converted, manipulated or modified by the user.

8.2 INTELLECTUAL PROPERTY WARRANTY

The Supplier warrants that it has all of the rights necessary to enter into this agreement and that the font software does not breach the intellectual property rights of any third party.

8.3 DISCLAIMER OF WARRANTIES

Except for the limited warranties set forth in clause 8.1., the Supplier makes no other warranties, express or implied. The warranties of fitness for a particular purpose and merchantability are specifically excluded. The Supplier does not warrant the performance and result you may obtain by using the font software and accept no liability thereto.

8.4 LIMITATION OF LIABILITY

In no event will the Supplier be liable to you for any consequential, indirect, incidental, punitive or special damages including any lost profits, lost data or lost savings.

9 MISCELLANEOUS

9.1 This agreement shall automatically be terminated upon failure by you to comply with its terms. If any part of the EULA is found void and unenforceable, it will not affect the validity of the balance of the EULA, which shall remain valid and enforceable according to its terms. This EULA will not be governed by the United Nations Convention of Contracts for the International Sale of Goods, the application of which is expressly excluded. The Licensee agrees that this EULA will be governed by the laws of Switzerland.

9.2 The EULA has been written in the English language, and the Parties agree that the English version will govern.

YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.