

1. OWNERSHIP OF THE PRODUCT AND COPYRIGHT

1.1 This is an agreement between you (Licensee) and us (Studio Feixen GmbH).

1.2 By purchasing a license, you receive a perpetual, worldwide, non-exclusive, non-transferable, non-assignable license to use the fonts for the purposes specified in this agreement.

1.3 By purchasing a license, you receive the right to use the font(s) mentioned in the purchase agreement. All other rights remain the property of us.

1.4 By using our fonts, you agree to the terms of this agreement.

1.5 Do not use our fonts in any way if you do not accept this agreement.

2. TYPES OF LICENSES

2.1 Commercial License (License Level 1-7)

- LEVEL 1
 - 1-5 Computers
 - 50K Monthly Visitors
- LEVEL 2
 - 6-10 Computers
 - 100K Monthly Visitors
- LEVEL 3
 - 11-20 Computers
 - 200K Monthly Visitors
- LEVEL 4
 - 21-50 Computers
 - 500K Monthly Visitors
- LEVEL 5
 - 51-100 Computers
 - 1 Million Monthly Visitors
- LEVEL 6
 - 101-500 Computers
 - 5 Million Monthly Visitors
- Level 7
 - 501-1000 Computers
 - 10 Million Monthly Visitors

2.1.1 Our commercial license system is based on two variables intended to estimate the extent of font usage: the number of computers on which the fonts will be installed and used, and the number of monthly visitors to your websites, apps, social media campaigns, web ads, and newsletters combined. The appropriate license level is the one where both variables are sufficient for your project or company.

2.1.2 Our commercial licenses are only available as a package that includes both desktop and web usage. We do not sell commercial licenses that allow for only one use case.

2.1.3 Our commercial licenses are cumulative. If your commercial license needs to cover additional users, you can easily upgrade by placing a new order for the same font with the desired additional users.

2.1.4 You are responsible for selecting the appropriate license level for your project or company.

2.1.5 You are allowed to use the fonts within the scope of the license level you have purchased.

2.1.6 You are allowed to install the fonts on your computers. You can use the fonts in desktop applications such as Photoshop, Illustrator, InDesign, etc.

2.1.7 You are allowed to create printed and digital documents, design objects, signage, or logos.

2.1.8 You are allowed to use the fonts on your websites, apps, social media campaigns, web ads, and newsletters. You can install the fonts on your server and embed them in your website or app (see also 4.5).

2.2 Enterprise License

2.2.1 In case the Commercial Licenses (see 2.1) for the intended use are not sufficient, Enterprise Licenses can be tailored to specific requirements of a company. The precise specifications and terms of the license will be detailed in an additional agreement.

2.3 Trial License

2.3.1 By downloading and using our trial fonts, you agree to this agreement.

2.3.2 You are allowed to use the trial fonts exclusively for testing and evaluation purposes.

2.3.3 You cannot redistribute, reproduce, or use the trial fonts for commercial purposes.

2.3.4 The trial fonts have a limited character set.

2.4 Educational License

2.4.1 If you are a student, you can use the fonts for your school and personal projects.

2.4.2 If you are a teacher, you can use the fonts for your teaching or teaching materials.

2.4.3 If you wish to use the fonts for a commercial project, your client must purchase their own commercial license.

2.5 3rd Party License

2.5.1 You are allowed to share the fonts with third parties who work for you.

2.5.2 You cannot share the fonts with third parties who do not work for you or are not directly associated with you.

2.5.3 You are allowed to pass the fonts directly to third parties but you cannot make them publicly available in any way (see also 4.5).

3. DESIGN AGENCIES AND COMPANIES

3.1 Design agencies are allowed to use the fonts for their projects.

3.2 If the company the design agency is working for wants to install the fonts on its own computers or use them on the web, it must purchase its own license.

3.3 If the company the design agency is working for has more than 5 employees, the company must purchase its own license.

4. RESTRICTIONS

4.1 You cannot convert the fonts into other font formats.

4.2 You cannot modify, enhance, develop, reverse engineer, decompile, or disassemble the fonts.

4.3 You cannot create new fonts based on the design of our fonts.

4.4 You cannot share the fonts with third parties unless you hold a 3rd Party License.

4.5 You cannot make the fonts available for download on public servers.

4.6 You cannot pass on the fonts without attaching a copy of this agreement.

5. WARRANTIES

5.1 For a period of thirty (30) days after delivery, we guarantee that the font software will function according to the specifications published on our website.

5.2 We do not guarantee that all features of our fonts will work perfectly on all applications. Font functionality may be limited depending on the choice of application. It is best to test your

project with our trial fonts before purchase.

5.3 The warranty does not apply to fonts that have been converted, manipulated, or modified by the user.

5.4 We do not guarantee that the operation of the font software and the associated fonts will be error-free.

6. BREACH OF CONTRACT

6.1 In the event of a breach of contract, you have two weeks to resolve the situation. Otherwise, your license will be terminated.

6.2 In the event of using the fonts without a valid or sufficient license, we reserve the right to invoice a retroactive license for the unlawful use. The price of the retroactive license is calculated based on the valid license purchase price plus a surcharge of at least 200%.

7. TERMINATION

7.1 If you violate this agreement, all your rights will automatically terminate, and you must immediately cease using our fonts and delete all copies of the fonts, including archive files.

7.2 In the event of termination, you must cover all costs incurred by us, such as legal or investigation costs.

8. MISCELLANEOUS

8.1 This agreement contains the entire agreement between us and supersedes all prior agreements or discussions.

9. GOVERNING LAW AND JURISDICTION

9.1 This agreement is governed exclusively by Swiss law and shall be construed accordingly. The place of performance and exclusive jurisdiction is the location of Studio Feixen GmbH, Lucerne, Switzerland. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.