

## Type Matters End User License Agreement (EULA) Version 1.0 December 2014

Please Read this Agreement carefully before purchasing, downloading, and/or installing any Type Matters Fonts. Included herein are all rights and acceptable use and limitations regarding these Fonts.

### 1) Acceptance of terms

By downloading and/or installing Type Matters products ("Fonts"), you accept the terms and conditions of this End User License Agreement ("EULA"). This Agreement is a binding legal contract between you and Type Matters.

If you have any questions or needs not covered by this Agreement, please contact Type Matters before making your purchase, downloading, and or installing the Fonts.

### 2) Grant of License

#### 2.1) Installation and Users

Type Matters hereby grants you a limited, non-exclusive, non-transferable license to install and use your purchased Fonts only on the fixed number of computers specified on your invoice.

#### 2.2) Locations

The Fonts may be installed and used at a single geographic location under this Agreement - with the exception listed in section 2.3. If you need a license that permits installation of the Fonts at multiple locations, please contact Type Matters directly.

#### 2.3) Laptops

The Fonts may be installed and used on a laptop as a secondary and alternate use computer. This term is directed for use outside of the office or after-hours work by the same user. Concurrent use of the Fonts on the primary computer and the secondary laptop is not permitted - that requires the licensing for two, or more, users.

Installation of Type Matters Fonts on a portable computer, either as the primary or secondary computer, are not subjected to the single site «Location» term in section 2.2 - providing the principle workplace is shared by all licenses.

### 3) Font Embedding

#### 3.1) Rasterized Image Files

You may embed the Fonts in documents either as a rasterized representation of the Fonts (e.g., GIFs, JPEGs, PNGs, TIFFs, PICTs, and BMPs). This specifically includes any situation where the digital Font data, (e.g. vector outlines) have been rasterized to a pixel grid and are no longer scalable, extractable, or editable by third parties. These images may be used for electronic documents such as websites. However, when using image files of Type Matters Fonts for public and not private use, Type Matters asks for a few, reasonable extra data protection precautions. In these cases of public display of images, no more than 50% of the Font should be shown and the character dimensions should not exceed 500 pixels in any direction.

#### 3.2) Portable Document Files (PDFs)

Embedding Fonts into Portable Document Files («PDF») Type Matters grants you limited license for two specific instances: 1) for internal use; 2) providing documents to printers or other outside suppliers for reproduction. Both scenarios are subjected to the following restrictions: 1) subsetting must be enabled to limit the number of characters embedded; 2) the PDFs must be configured to be «non-editable,» to prevent the alteration, addition, deletion, or extraction of any text, by any party other than the licensee.

PDFs must not be available to the general public such as published to publicly accessible pages on the internet.

#### 3.3) Flash Files

For the sole purpose of creating vector graphics for inclusion on web pages, Type Matters grants you a limited license to create and circulate Embedded Documents in the SWF format («Flash Files»), subject to the following restrictions: 1) Flash Files must have «subsetting» enabled, to limit the number of characters embedded; 2) Flash Files must be «static,» not «dynamic,» as to prevent any 3rd party apart from the original licensee from specifying, selecting, copying, cutting, pasting or modifying the text that is displayed in the Fonts; 3) Flash Files must be configured to «Protect from Import.»

#### 3.4) @Font-Face

The use of Type Matters Fonts in Cascading Style Sheets (CSS) employing the «@font-face» tag is expressly prohibited.

#### 3.5) All Other Embedding

Embedding of the Fonts in other software or devices not explicitly stated here shall be governed by a separate License Agreement. Additional license fees may also apply depending on the embedding needs.

#### 3.6) Fonts in Commercial Products

Embedding or use of Type Matters Fonts in commercial products (e.g., but not limited to: electronic books, goods for sale, alphabet products such as for scrap-booking, adhesive or rub-on lettering, embedding in software, games, or gaming devices - irrespective of whether the vectorized Fonts themselves are embedded or if it image files of the Fonts glyphs are displayed) is expressly prohibited by this Agreement. Embedding of the Fonts in commercial products shall be governed by a separate License Agreement. Additional license fees may also apply depending on the embedding needs.

### 4) Protection of Font Data

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 a LAN) by workstations which are not part of designated licensed user and location.

You may take a digitized copy of the Font used in a particular document to a commercial printer or service bureau for outputting this particular document (this document may be edited by the printer or service bureau). In the event of use of the Font Software for other purposes, the printer or service bureau must purchase its own Font Software licenses.

#### 4.1) Thank You

Type Matters thanks users of their Fonts for their business and for taking all reasonable actions to protect the Font data.

### 5) Modifications

You may adapt, modify, alter, translate, convert, and install the Fonts into other formats for use in other environments, subject to the following conditions: 1) A computer on which the converted Font is used or installed shall be considered as one of your permitted number of computers as stated in the purchase receipt. 2) Use of the your converted or modified Font shall be pursuant to all the terms and conditions of this Agreement. 3) Such converted or modified Fonts may be used for your own customary internal business or personal use exclusively and may not be distributed or transferred for any purpose. 4) You may not modify or remove the name(s) of the Fonts, designer's or company's names, or copyright and trademark notices contained in the original Fonts. 5) Neither warranty nor technical support can be given for Fonts converted or modified by anyone other than Type Matters.

Type Matters is happy to help modify and customize their Fonts for your specific needs. For all cases of Type Matters customized Fonts, the general Warranty terms stated in section 9 will remain in effect from the date of shipping modified Fonts.

You agree not to duplicate, reproduce, sell, transfer, license, or otherwise distribute the Fonts (original or modified) in any form, without prior written permission from Type Matters.

You agree not to create Derivative Works from the Fonts or any portion thereof. You further agree not to use the Fonts in connection with software and/or hardware which create Derivative Works of such Fonts.

### 6) Back-up Copies

You may make back-up copies of the Fonts for archival purposes only, provided that you retain exclusive custody and control over all copies. Any back-up copies must contain the same copyright, trademark, and other proprietary notices that appear in the Fonts.

Through the user accounts section of typematters.de you are able to re-download your purchased Fonts.

### 7) Transfer of License

You may not rent, lease, sublicense, give, lend, or further distribute the Fonts, parts of them, or any copy thereof, except as expressly provided herein.

### 8) Returns

You have a right to cancel your order within fourteen (14) days of the sale, providing the purchased Fonts have not been downloaded. Once the Fonts have been downloaded or the packaging has been opened on physical products, the product cannot be returned.

Type Matters Fonts may only be exchanged or returned at the sole discretion of Type Matters as stated below in section 9 (Warranty).

#### 9) Warranty

Type Matters warrants the Fonts will perform as advertised for ninety (90) days following the purchase. Questions regarding installation and use of the Fonts are welcomed and responded to for the duration of this Agreement.

Warranty claims made within ninety (90) days of purchasing will be addressed with the highest priority. Every effort will be made by Type Matters to assist in correcting any problems, bugs, or unexpected behaviors of the Fonts. If the Fonts do not perform correctly, Type Matters will replace the original Font file(s). If the issue is deemed not repairable by Type Matters then a refund for the license fee paid will be refunded.

#### 10) Limitation and Liability

Type Matters does not and cannot warrant the performance or results you may obtain by using the software. In no event will Type Matters 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. Under no circumstances shall Type Matters's liability exceed the replacement cost of the software. Under no circumstances shall Type Matters's liability exceed the substitution or the replacement cost of the Font, whichever is less, and at the sole discretion of Type Matters.

#### 11) Copyright and Trademarks

You agree that the Font and documentation, and all copies thereof, are owned by Type Matters, and such structure, organization, and code are valuable property of Type Matters. You acknowledge that the Fonts and all documentations are protected by the laws of Germany and international trademark, copyright and industrial design law. You agree to treat the Fonts as you would any other copyrighted material.

You agree to use trademarks associated with the Fonts according to accepted trademark practice, including identification of the trademark owner's name. Trademarks can only be used to identify printed output by the Fonts. The use of any trademark as herein authorized does not give you any rights on or to intellectual property rights in the Fonts, the documentation, or any associated trademarks.

#### 12) Intellectual Property Rights

You acknowledge that Type Matters is the exclusive owner of all worldwide right, title and interest in and to the Fonts, including without limitation all copyright, patent, trademark, trade secret and other intellectual property rights, in and to the Fonts as artwork, software, and otherwise, including all copies of the Fonts, regardless of the format in which they are expressed or the media on which they are recorded. Any and all updates, revisions, enhancements or additions to the Fonts shall automatically be deemed to be included in the definition of «Fonts» hereunder and shall become part of, and subject to, this Agreement. You acknowledge that Type Matters shall be the exclusive owner of all worldwide rights, titles and interests in and to any and all modifications of, and derivative works and fonts based on or substantially similar to, the Fonts, regardless of who made such modifications or derivative works or fonts. The names of these Fonts are trademarks of Type Matters. All goodwill that may become attached to the Trademarks as a result of your use of the Fonts shall inure to the exclusive benefit of Type Matters. You agree not to challenge Type Matters's rights in or to the Fonts or the Trademarks or the validity of any intellectual property or other right of Type Matters therein, or to infringe Type Matters's rights therein. This Agreement is not a grant to you of any right, title or interest in or to the Fonts or the Trademarks except for the limited, non-exclusive, non-transferable license to install and use the Fonts as set forth stated above, subject to the terms and conditions of this Agreement. All rights not expressly granted herein are reserved to Type Matters.

#### 13) Amendments

Type Matters reserves the right to amend or modify subsequent versions of this Agreement at any time and without prior notification.

#### 14) Governing Law:

This Agreement is governed by the laws in force in Germany.

The invalidity or inoperativeness of one or more provisions of this Agreement 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. If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, that provision will be enforced to the maximum extent permissible and the remaining provisions of this Agreement will remain in full force and effect.

#### 15) Duration

The license granted herein is effective until terminated. This Agreement shall automatically terminate upon failure by you to comply with its terms. Upon termination, you must destroy all copies of the Fonts and related documentation and cease all use of the trademarks.

©2014 Type Matters  
www.typematters.de  
Birkenallee 13, 82049 Pullach  
Germany  
+49 (0)89 74492515