Willerstorfer Font Foundry

This **END USER LICENSE AGREEMENT** (hereinafter »Agreement«) constitutes a binding legal agreement between you or if you represent a legal entity, that legal entity (hereinafter »you«) and Stefan Willerstorfer. Read it carefully before completing the installation process and using the Font Software. It is recommended that you keep a copy of this Agreement for further reference. This Agreement contains disclaimers of warranties and liability. By downloading, installing and/or using the Font Software and the Font designs embodied therein (hereinafter »Font Software«), you confirm that you have read, understand and agree to be bound by the terms of this Agreement, and that you have the authority to bind the person or entity specified on your invoice to the terms of this Agreement. If you do not agree to the terms of this Agreement, do not download, install or use the Font Software.

1. Grant of License

- 1.1. Upon payment in full Stefan Willerstorfer grants you a limited, non-exclusive, non-transferable, terminable license to install and use the Font Software specified on your invoice (and accompanying this Agreement) for your own personal or internal business use only. The Font Software is licensed for use by a fixed number of computers or similar electronic devices (hereinafter »computers«) specified on your invoice. All computers must belong to the same company or household purchasing the Font Software. If you need to install the Font Software on more than the fixed number of computers specified on your invoice, you are required to purchase additional licenses. If the Font Software is placed on a server of a Local Area Network (LAN), each computer accessing the server counts as one (1) computer. If your configuration exceeds the number of computers specified on your invoice, you are required to purchase additional licenses.
- **1.2.** You may make a single back-up copy of the Font Software for archival purposes only, provided that you retain exclusive custody and control over this copy.
- **1.3.** You may provide a single digitised copy of the Font Software used in a particular document to a prepress bureau or printer for outputting this particular document only. This document may not be edited by the prepress bureau or printer. In the event of any modifications to the document or use of the Font Software for other purposes, the prepress bureau or printer must purchase its own Font Software licenses. You have to ensure that the copy of the Font Software provided to the prepress bureau or printer is immediately destroyed once the outputting of your document is done.
- 1.4. Embedding of the Font Software in a PDF document (Portable Document Format) is allowed, provided that the extraction of the Font Software is prohibited. The PDF must have "subsetting" enabled, to limit, to the greatest extent possible, the number of characters of the Font Software embedded. The PDF must be configured to be "non-editable" and "secured", to prevent the alteration, addition, deletion or extraction of any text, by any party other than you.
- **1.5.** Embedding of the Font Software in a Flash File (SWF format) is allowed for the sole purpose of creating vector graphics for inclusion on web pages and provided that the extraction of the Fonts is prohibited. Flash Files must have "subsetting" enabled, to limit, to the greatest extent possible, the number of characters of the Font Software embedded. Flash Files must be "static", not "dynamic", as to prevent any party other than you from specifying, selecting, copying, cutting, pasting or modifying the text that is displayed in the Font Software. Flash Files must be configured to "Protect from Import".

1.6. Embedding of the Font Software except as granted in 1.4. and 1.5. is not permitted under this Agreement. Embedding of the Font Software to a larger extent than granted in 1.4. and 1.5. requires the purchase of and shall be governed by a separate license agreement.

If you wish to broadcast or publish documents (e.g. on the World Wide Web, on a CD Rom, a DVD or the like) where the Font Software is embedded in a different way than granted in 1.4. and 1.5., you need a special license agreement, depending on the technology used and the scale of publishing.

This Agreement does not permit transmitting the Font Software over the World Wide Web in font serving or font replacement by means of technologies which provide third-party access to the font files, such as, but not limited to, using the CSS rule @font-face, Cufón, sIFR (Scalable Inman Font Replacement) or other technologies that now exist or may be developed in the future. If you wish to use the Font Software on publicly accessible pages on the World Wide Web, a special license is required.

You may not under any circumstances embed the Font Software into software or hardware products in which the fonts will be used by the purchasers of such products. If you wish to use the Font Software in software or hardware products a special license is required.

For more information on special license agreements contact Stefan Willerstorfer at info@willerstorfer.com

- 1.7. Except as granted in 1.2. and 1.3., you may not copy the Font Software or allow third parties to copy the Font Software. Any copy of the Font Software must contain the same copyright, trademark and other proprietary information as the originals. You may not provide the Font Software or make it accessible to any other third parties. You agree to treat the Font Software as confidential information and to exercise care in order to avoid unauthorised distribution of the Font Software.
- **1.8.** You may not modify, adapt, reformat, translate, reverse engineer, decompile, disassemble, alter, or attempt to discover the source code of the Font Software. You may not make, commission, or authorise others to make any additions, modifications or deletions to, or derivative works or fonts based on or substantially similar to the Font Software without the prior written consent of Stefan Willerstorfer. You may not modify copyright, trademark and other proprietary information contained in the Font Software.
- 1.9. If you are a design consultancy, an advertising agency, acting on behalf of either a design consultancy or an advertising agency, or otherwise acting in a similar capacity or for the benefit of a third party, transmitting the Font Software or a copy thereof to the client or third party, the purchase of a license for your client is required. Depending upon how the Font Software will be used, an additional license upgrade and/or the purchase of a special license may be required.
- **1.10.** A special license is required for using the Font Software on Commercial Products. Commercial Product means a product which is distributed to third parties with the intention of (i) obtaining a financial or other consideration and/or (ii) increasing awareness of one's own company or institution, products, and services in order to gain more business. Commercial products include, but are not limited to, T-shirts, third-party software, electronic books or games, electronic devices, mugs, animation, etc.

A special license is required for using the Font Software for products in which the Font Software is the main visual element. Such products include, but are not limited to, logos, logotypes, trademarks, phrases, etc.

A special license is required for using the Font Software on letter or alphabet-themed products. Letter or alphabet-themed

Willerstorfer Font Foundry

products include, but are not limited to, signage and/or scrapbooking uses involving reproductions of individual letterforms, use in the creation of signage or numbering products, rubber stamps, die-cut products, stencil products, tattoo, flash, or adhesive sticker alphabet products or any other product containing any image of or derived from the design of the Font embodied in the Font Software of which any likeness of the alphabet can be reproduced.

In contrast no special license is required for using the Font Software for the production of newspapers, magazines, books or other paper publications, print advertising, broadcast advertising, signage (except signage products as mentioned above), and point of sale displays. If you are unsure whether your use is permitted or requires a special license contact Stefan Willerstorfer at info@willerstorfer.com

Your failure to contact Stefan Willerstorfer to seek permission or the lack of a specific prohibition in this Agreement shall not be interpreted or deemed a waiver or permissible use of any kind.

2. Ownership and Copyrights

- **2.1.** The Font Software is the exclusive property of Stefan Willerstorfer. This non-exclusive, terminable license grants you certain limited rights as expressly provided in 1. Grant of License. You do not gain permanent or ownership rights under this Agreement. All worldwide right, title and interest in and to the Font Software including, but not limited to, all copyright, patent, trademark, trade secret and other intellectual property rights, in and to the Font Software as artwork, software, and otherwise, including all copies of the Font Software, regardless of the format in which they are expressed or the media on which they are recorded, are each the exclusive property of Stefan Willerstorfer.
- **2.2.** The Font Software, and all copies thereof, is protected by the Austrian Copyright Law, by the copyright and design laws of other nations, and by international treaties.
- **2.3.** The structure, organisation, and the code of the Font Software are trade secrets of Stefan Willerstorfer, and you agree to treat them as such.
- **2.4.** You agree to credit the Font's name and Stefan Willerstorfer as the Font's designer, wherever and whenever design, production, or any other credits are shown, e.g. »Typeface: Acorde by Stefan Willerstorfer«.
- **2.5.** You acknowledge that Stefan Willerstorfer shall be the exclusive owner of all worldwide right, title and interest in and to any and all modifications of, and derivative works and fonts based on or substantially similar to, the Font Software, regardless of who made such modifications or derivative works or fonts. Any such derivative works and modifications are the property of Stefan Willerstorfer and shall be subject to the terms and conditions of this Agreement. Derivative works may not be sublicensed, sold, leased, rented, loaned, or given away without the prior written consent of Stefan Willerstorfer. Stefan Willerstorfer shall not be responsible for unauthorised, modified and/or regenerated software or derivative works.

3. Warranties

Stefan Willerstorfer warrants the Font Software to be free from defects in materials and workmanship under normal use for a period of twenty one (21) days from the date of delivery as shown on your invoice. Stefan Willerstorfer's entire liability and your exclusive remedy as to a defective Font Software shall be, at Stefan Willerstorfer's option, either the refunding of the purchase price or the replacement of any such Font Software that is returned to Stefan Willerstorfer with a copy of the invoice. Ste-

fan Willerstorfer shall have no responsibility to replace the Font Software or refund the purchase price if failure results from accident, abuse or misapplication, or if any product is lost or damaged due to theft, fire, or negligence. Any replacement Font Software will be warranted for twenty one (21) days. This warranty gives you specific legal rights. You may have other rights, which vary from state to state and jurisdiction to jurisdiction.

EXCEPT AS EXPRESSLY PROVIDED ABOVE, THE FONT SOFTWARE, IS PROVIDED "AS IS". STEFAN WILLERSTORFER DOES NOT MAKE ANY WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

The entire risk as to the quality and performance of the Font Software rests upon you. Stefan Willerstorfer does not warrant that the functions contained in the Font Software will meet your requirements or that the operation of the Font Software will be uninterrupted or error free.

STEFAN WILLERSTORFER SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES (INCLUDING DAMAGES FROM LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE) ARISING OUT OF THE USE OF OR INABILITY TO USE THE FONT SOFTWARE EVEN IF STEFAN WILLERSTORFER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Because some states or other jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you.

4. Termination

This Agreement is effective until terminated. Stefan Willerstorfer has the right to terminate your license immediately if you fail to comply with any term of this Agreement. Upon termination, you must immediately destroy the written materials, the Font Software, and all copies thereof, in part and in whole, including modified copies, if any. You have to certify that no copy remains in your possession or control.

5. Governing Law

- **5.1.** You expressly agree that this Agreement shall be governed by the laws of Austria and that the courts of Vienna shall have exclusive jurisdiction. This Agreement will not be governed by the United Nations Convention of Contracts for the International Sale of Goods, the application of which is expressly excluded.
- **5.2.** If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms. In such case, the void and/or illegal and/or unenforceable provision or provisions shall be replaced by relative provisions coming as close as possible to the sense, spirit and purpose of this Agreement.
- **5.3.** You agree that the Font Software will not be shipped, transferred or exported into any country or used in any manner prohibited by the United States Export Administration Act or any other applicable export laws, restrictions or regulations.

6. Miscellaneous

You agree to inform all users who have access to the Font Software about the content of this Agreement and to make sure that they comply with the terms of this Agreement.

The headings used in this Agreement are for reference only and shall not affect the construction and validity of the Agreement. This Agreement may only be modified in writing signed by Stefan Willerstorfer.