

# End User License Agreement for the Use of Desktop Fonts

## TERMS AND CONDITIONS OF USE OF THE FONT SOFTWARE

This is an agreement between you, the purchaser and licensee (hereafter «you» or «the licensee») and Thomas Hirter, Grafiker (hereafter «the designer»). Read it carefully before completing the installation process and using the digital typeface software («font software» or «font»). By purchasing or downloading or installing or using the font(s) you confirm that you have read, understand and agree to be bound by the terms of this agreement.

### A. OWNERSHIP OF PRODUCT AND COPYRIGHT

1. The digital files downloaded to your computer contain font software that is the intellectual property of the font's designer. You have purchased a non-exclusive license which grants you certain rights to use the font(s). It is not an agreement for sale of the font(s) or any portion of it.

2. You agree that the font software is owned by the designer, and its structure, organization and code are confidential information and valuable trade secrets of him. You agree that you treat the font software as you would any other copyrighted material, such as a book, a musical recording, a motion picture, or a work of art to avoid unauthorised distribution of the font software.

3. Except for your right to use the font software granted by this agreement, all other rights are reserved to the designer.

### B. PERMISSIONS AND RESTRICTIONS OF USE

1. You may install and use the font software within your company or organization across all your business locations. This does not include clients or third-party users such as self-employed parties working for you but not at one of your locations. Self-employed third parties temporarily working on your devices at your office space are considered part of your organization.

2. The designer gives you a limited, non-exclusive, non-transferable license to install and use the font software on the amount of devices specified on your invoice. A single user license allows you to install the font(s) on 1–5 (one to five) computers within your organization. These computers can be connected to, and the font software used with, any number of output devices, such as a printer, image-setter or a film recorder belonging to the licensee.

3. You are permitted to make archival copies of the font software for your own purposes only.

4. You may, for a defined time period, provide a copy of the font software to a commercial printer, a service bureau or other pre-press facility in the

scope of a defined project, only in order to prepare for printing and print your documents. When providing a copy of the font software, you have to inform the third-party of the terms of this particular agreement. Once the job is completed, the font software shall immediately be deleted from the company's computers.

5. You may not modify the font software for your own or any other purposes without receiving a written permission from the designer. Any rights, including but not limited to copyrights and trademarks, of both the original version and the edited version remain with the designer. The number of devices covered by the license remains the same overall. You are not authorized to distribute, sublicense, lend, sell, lease, publicly or privately share any modified or unmodified version of the font software. The designer does not offer any support for or guarantee the proper functioning of any modified font(s).

### C. EMBEDDING OF THE FONT SOFTWARE

1. The embedding of the font software in Portable Document Format (PDF), PostScript (PS), and Encapsulated PostScript (EPS) documents is allowed for the sole purpose of providing documents to printers or other outside suppliers for reproduction and provided that the extraction of the font(s) is prohibited (read-only).

2. Any embedding of font software for digital publication purposes (e.g. on the internet, on CD or DVD releases, in e-books, etc.) requires an additional license agreement, depending on the technology used and the scale of publishing. For more detailed information regarding embedding of the font(s) please contact the designer.

### D. WARRANTY AND LIABILITY

1. All fonts have been tested on standard Mac OS X-driven computer systems. For a period of 30 days after delivery, the designer warrants that the font software will perform substantially in accordance with the specifications published on [www.olof.ch](http://www.olof.ch). If you do experience any difficulties the designer will do everything he can to work with you to resolve any issues. The entire and exclusive liability and remedy shall be limited to either, the replacement of the font(s), or the refund of the license fee you paid. Only technical issues are reason for refund, and you have to show clearly that they do exist and can not be resolved by the designer. The warranty does not apply to any font software converted, manipulated or modified by the licensee.

2. To make a warranty claim, you must return the font software to the designer with a copy of your sales receipt and thereafter delete all your installed font files. You must give notice of such problems

in the first 30 days after your purchase. Any such refund terminates your license to use the fonts.

3. The designer makes no warranties, express or implied, as to merchantability, usability for a particular purpose. Without limiting the foregoing, the designer shall in no event be liable to the licensee or any other third party for any direct, indirect, consequential, or incidental damages, including damages from loss of business profits, business interruption, lost data or lost savings.

4. You agree to indemnify and hold the designer harmless from and against any claims or damage which may result from your breach of this license agreement. Under no circumstances shall the liability exceed the replacement cost of the font software.

### E. TERM

The license is effective until terminated. The designer has the right to terminate your license immediately if you fail to comply with any terms of this agreement. In addition, the designer reserves the right to claim punitive damages. Upon such termination you will destroy the original and any copies of the font software and related documentation.

This agreement will be governed by the laws of Switzerland. You acknowledge that you have read, understood and agreed to be bound by the terms and conditions of this agreement. The courts of Bern, Switzerland shall have jurisdiction.

Please bear in mind that font-piracy is illegal and punishable.