



# End User License Agreement for Web FontFonts

This End User License Agreement (hereinafter “Agreement”) is a legal agreement between you, or, if you represent a legal entity, that legal entity (hereinafter “You”) and Monotype GmbH (hereinafter “Monotype”), and is applicable to the Font Software that is accompanied by this Agreement or that You have ordered online.

By downloading or installing the Font Software You agree to be bound by 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. Definitions

### 1.1. “Font Software”

means coded software that is accompanied by this Agreement or that You are about to order online and which generates typeface designs when used with the appropriate hard- and software, plus any and all other data including documentation provided with such software.

### 1.2. “Licensed Unit”

means installations of the Font Software that allow the design of Your Websites which have – based on any six consecutive calendar months – not more than the overall monthly average of Pageviews stated on Your invoice for the purchase of the Font Software. If no number of Pageviews is given on Your invoice, the licensed number of Pageviews is 50,000 per month. If Your Websites averages (based on a period of six consecutive calendar months) at any given time in the future more than the licensed number of Pageviews per month, You must purchase an extended license from Monotype or its authorized distributors.

### 1.3. “Use”

means to design Your own personal or business Website with the typeface embodied in the Font Software and to make accessible the Font Software together with Your Website on a web server in order to enable a web browser to render the content of such a Website using the respective Font Software. Use does not include the behaviour set forth in Clause 2.2. below.

### 1.4. “Website”

as used here is a connected group of related web pages which form an entity whose content is managed by You, and which are organized under a particular domain name, including sub-domains. The Website can be viewed either over Your local area network or over the Internet. For the avoidance of doubt, web pages on sub-domains whose content is managed by other persons are deemed to be not part of Your Website.

### 1.5. “Pageview”

is each request to load a single page of each of Your Websites. Pageviews – also referred to as page impressions or page requests – must be recorded by a commonly accepted or recognized performance tracking system. Monotype reserves the right to request written copies of Your average Pageview reporting statistics.

## 2. Grant of License and Restrictions

### 2.1. Grant of License.

Monotype grants You a non-exclusive license to Use the Font Software in a Licensed Unit for Your own personal or business purposes according to the terms of this Agreement. If the average number of Pageviews under which the Font Software is Used exceeds the amount set forth in the Licensed Unit, then You must request from Monotype or its authorized distributors an appropriate license extension covering all Pageviews; an additional fee will be charged for this license extension.

### 2.2. Restriction of Use.

You are not allowed to copy, distribute or make the Font Software available to third parties so that they can use it for their purposes or for purposes other than the display of Your Websites. In particular (but not limited to), You are not allowed (i) to disseminate or make available the Font Software or parts of it through any online service or a file sharing platform or (ii) to sublicense the Font Software to third parties so that they can use it for their websites (even though such websites are hosted under Your domain name), e. g. for websites in social networks, for individual online shops under a common domain name, in blogging communities, by online editors, as a design

tool, etc. If You wish to use the Font Software for such purposes, You must obtain a special license from Monotype or its authorized distributors.

### **2.3. No Embedding.**

You may not embed the Font Software in any documents (e. g. pdf documents), applications or devices other than Your Websites. You may not use the Font Software for other services that are rendering the fonts, e. g. pre-press, plotting, exposing, etc. If You wish to use the Font Software for such purposes, You must obtain a separate pre-press font license from Monotype or its authorized distributors.

### **2.4. Backup.**

You may make backup copies of the Font Software for archival purposes only, provided that You retain exclusive custody and control over such copies. Any backup copy of the Font Software must contain the same copyright, trademark, and other proprietary information as the original.

### **2.5. Modifications.**

You may not modify, adapt, translate, reverse engineer, decompile, disassemble, alter, or attempt to discover the source code of the Font Software except as expressly provided for in this Clause 2 and the Definition of Use. If You want to make modifications to the Font Software, You must obtain the prior written consent of Monotype.

## **3. Ownership**

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## **4. Transfer of License**

Except as expressly provided herein, You may not give, rent or lease the Font Software or parts of it to third parties. You may transfer all Your rights to use the Font Software and documentation to another person or legal entity provided that (i) the transferee accepts and agrees in writing (with copy to Monotype) to be bound by all the terms and conditions of this Agreement, and (ii) You destroy all copies of the Font Software and documentation, including all copies stored in the memory of a hardware device. Without limiting the generality of the foregoing, You agree that You will not distribute or disseminate all or any part of the Font Software through any online service.

## **5. Limitation of Liability**

If the Font Software does not perform substantially in accordance with the pertaining documentation, the entire and exclusive liability of Monotype shall be limited to either, at Monotype's option, the replacement of the Font Software or the refund of the license fee You paid for the Font Software. Monotype and its suppliers do not warrant the performance or results You may obtain by using the Font Software. Monotype and its suppliers make no warranties express or implied, as to non-infringement of third party rights, merchantability, or fitness for any particular purpose. In no event will Monotype or its suppliers be liable to You for any consequential, incidental or special damages, including any lost profits or lost savings, even if a Monotype representative has been advised of the possibility of such damages, or for any claim by any third party. This warranty does not affect any claims You might have against Your retailer.

## **6. Termination**

Monotype has the right to terminate Your license immediately if You fail to comply with any term of this Agreement. Upon termination, You must destroy the original and any copies of the Font Software and documentation.

## **7. General provisions**

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

This Agreement may only be modified in writing signed by an authorized officer of Monotype. 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.

## **8. Governing Law**

This Agreement will be governed by the laws of Germany. 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.

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