

# End User License Agreement (EULA) Web License

This is a legal agreement between Studio Julius Terlinden and the licensee as specified in the sales receipt issued by Studio Julius Terlinden. It applies to the font software specified in the sales receipt. In accepting the terms of this agreement, you acknowledge understanding and promise to comply with its terms.

By conducting the payment according to the sales receipt or by downloading and/or installing the font software, the licensee agrees to the terms of this license agreement:

## 1. Scope of this license

Studio Julius Terlinden and the licensee agree that the font software is being licensed by Studio Julius Terlinden to the licensee according to the terms and conditions set forth in this agreement and any further terms and conditions set forth in the sales receipt. In case of contradictory terms and conditions, the terms and conditions of the sales receipt apply.

### 1.1. World-wide and perpetual license

The usage rights granted under this agreement are world-wide and perpetual, starting with the payment as specified in the sales receipt.

### 1.2. Web License Grant

This license grants the licensee the right to use font software as specified in the sales receipt at websites by installing the font software on a server and/or content distribution network via the css@font-face declaration in the provided web open font format (.woff and .woff2). The licensee may not convert the font software into other formats or use the font software in connection with other transmitting techniques.

The license is limited to the specific domain/domains (e.g. www.domain.com) stated in the sales receipt and unlimited subdomains to those domains (subdomain.domain.com). Any other domains (e.g. www.domain.de, www.domain.eu ...) require additional licensing.

The license is limited to the amount of up to 500.000 pageviews per month. The licensee shall record the average monthly pageviews and provide the records to Studio Julius Terlinden upon request. An additional license is required if the pageviews exceed 500.000 over a period of three consecutive months.

The web license does not grant the right to embed the font software in applications or games.

### 1.3. No Sublicenses

The licensee is not entitled to grant sublicenses to use the font software to any third parties, including affiliated companies, distributors and/or subcontractors to the licensee.

## 2. Usage

The font software specified in the sales receipt may be used only within the usage rights granted in this agreement. Any further usage needs additional licensing. This includes the usage of the font software in apps, E-Books, in editable documents distributed to third parties, for broadcasting, in a registered trademark, the embedding of the font software within hardware or the operation system of an electronic device or any transmission of the font software to third parties via the internet. Please contact us with specific information about the project for more information and pricing.

## 3. Protection

The licensee is obliged to make sure that the font software is used only within the scope defined in this agreement. He is strictly forbidden to make the font software available to third parties.

## 4. Back-Up

The licensee is permitted to make and use back-up copies of the font software for his own archival and recovery purposes. Any copy of the font software must contain the same copyright, trademark and other proprietary information as the original.

## 5. Modification

The licensee agrees not to modify, adapt, translate, reverse engineer, decompile, disassemble or alter the font software except he prior received written consent to do so by Studio Julius Terlinden.

## 6. Ownership

The font software is the exclusive property of Studio Julius Terlinden. The licensee does not gain ownership under this agreement.

## 7. Transfer of License

The licensee may not hand out, rent, lease or sell the font software to third parties. The licensee may transfer the usage rights in their entirety to a third party, provided that

- a) the transferee accepts and agrees in writing, with copy to Studio Julius Terlinden, to the terms and agreements of this agreement
- b) The licensee immediately ceases to use the font software, destroys and deletes all copies of the font software.

## 8. Warranties

The font software is non-returnable and non-refundable. Studio Julius Terlinden has done everything to produce the font software to the highest technical standards. The font software has been tested in the latest versions of several technically-compliant applications. If the font software does not perform properly the entire and exclusive liability and remedy shall be limited to either the replacement of the font software or the refund of the license fee the licensee paid for the font software.

## 9. Payment and Delivery

All payments are to be made in the currency and in accordance to the payment conditions set forth in the sales receipt. As soon as the payment is credited to Studio Julius Terlinden, the font software will be delivered via E-Mail.

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