

## END USER LICENSE AGREEMENT (EULA)

By purchasing licenses and downloading the font, you agree that you have fully read, understood and agreed to the terms and conditions of the End User License Agreement ("EULA"), including the specific addendum you have chosen. If you do not accept the EULA, you may not download, request or use a font. The EULA takes effect as soon as license has been purchased and use is deemed to be an acceptance of the EULA.

This first section is a general license agreement which covers the fundamental terms and conditions of all licenses. This section alone does not cover the use of the font, but enacts as a core to which the specific addenda of all licenses build upon. The addenda, split into the licenses 'Desktop', 'Web', 'App/Game', 'Social media', 'Video' and 'Logo/Word mark' state the individual permissions and restrictions associated with their corresponding license. For instance, when you purchase a "Desktop License" you are agreeing to the general license agreement in conjunction with the Desktop License addendum.

### INTRODUCTION

Each license sold is tailored to the size of the customer's business. The more people there are working in the customer's company, the more the license increases in value. As a designer, you need to know the size of your client's business to get a license.

### SIZE OF THE COMPANY

Company size = Number of people working within this company. The size of the customer's business is the only metric you need to know to buy license fonts.

- If you are a designer and want to use the font for one of your clients, you need to know the size of your client's business.
- If you are purchasing the policy for yourself or your business, you must fill in the size of your business.

### WHO IS THE OWNER?

The customer is the owner of the license. If you are a designer and want to use the font for one of your clients, then your client has to pay for the license himself. He will therefore be the owner of the license. Therefore, if you want to use the font again for another customer, that customer will also need to purchase a new license. As designer you can also purchase the license for your client but in their name.

### LICENSE

Fonts get used in many ways and in different kinds of media, so we offer a bunch of different types of licenses. The kind of license you bought is shown on your invoice. You'll need to buy a license upgrade if the License Owner grows beyond the Company Size in the License Metrics section of your invoice.

### DESKTOP/PRINT LICENSE

With a desktop/print license you can install the fonts on all of your devices and use them to create printed and digital documents, objects, merchandise, signage, and similar things.

### LOGO/WORD MARK LICENSE

With a logo/word mark license you can use the fonts to create a logo or word mark for one brand. If you want to do it for

another brand you'll need to buy another license. You can convert the font to vector in design software and edit it to design a logo.

### SOCIAL MEDIA LICENSE

With a social media license you can use the fonts to create design assets for social media channels like Instagram, Snapchat, Facebook, and TikTok. If you're making video content for social media then you'll also need to buy a video license.

### WEB LICENSE

With a web license you can use the fonts on one web domain with the @font-face CSS method. There's no limit to the amount of web traffic, but if you want to use the fonts on another domain you'll have to buy another separate web license. You can only use the WOFF and WOFF2 files that we gave you (not desktop fonts like OTF).

### APP/GAME LICENSE

With an app/game license, you can embed the fonts into one app (which could be a mobile app, web app, digital point of sale system, etc.) or game. If you want to use them for another app or game you'll need to buy another separate app/game license.

### VIDEO LICENSE

With a video license, you can use the fonts to make content that has animated or moving images. This is the license you need if you're making video content for stuff like YouTube, Netflix, television, movies, commercials, and video billboards. If you're making video content for social media then you'll need both a video license and a social media license.

### TRIAL LICENSE

A trial license, which is free, allows you to use our trial fonts to decide if you want to buy a license. If you're a designer, you can also use trial fonts to pitch design directions to your clients.

### RESTRICTIONS

Now that you know all the things you can do with our fonts, here are some things you can't do:

- Use the fonts in a political or religious context without getting our permission
- Use the fonts to promote violence or discrimination
- Convert the fonts to different formats
- Modify, reverse engineer, decompile or disassemble fonts
- Make derivative works based on the fonts
- Personalize font names in such a way that violates anyone else's rights
- Embed the fonts in a way that end users can access them
- Give the fonts to anyone without a copy of this contract
- Use the fonts for a non-fungible token (aka an NFT) without getting our permission
- Put the fonts on public servers
- Put the fonts in public repositories

### OWNERSHIP AND NON-EXCLUSIVE LICENSE

The purchase of a license does not give you ownership of the font. Upon payment you are granted a non-exclusive, revocable and limited license to use font in accordance with the EULA. Therefore, fonts, trademarks, electronic data, designs and names remain the exclusive property of Thomas Maier. You agree that the construction, organization and design of

the characters within the font are the exclusive property of Thomas Maier. You acknowledge that font is protected under domestic copyright and other intellectual property laws of Germany as well as international under copyright and other intellectual property laws of other nations or treaties. You are not permitted to copy, redesign or modify any font and distribute it to third parties. Your license is only for the benefit of the users authorized under this license.

#### RESPONSIBILITY, SHARING AND DISTRIBUTION

You must take responsibility in safeguarding the font from unauthorized use, access, duplication or distribution whether direct or indirectly. You agree not to allow font to fall into the hands of third parties or the public domain. This includes, but is not limited to, uploading the fonts on file sharing platforms, forums, and social media.

You may not share, lend, sell, split or distribute this license to a third party under any circumstances. You are the sole owner of the license. A third party would include, but is not limited to, a client, college, peer, friend, family, customers, business partners, vendors, suppliers, printers, freelancers, fellow student, other companies, organizations or legal entities.

#### BACKUPS

You are allowed to make backups or archival copies of the font however you must keep track of this and ensure that the files do not get handed over to third parties, general public access or become available for download.

#### MODIFICATIONS

You may not edit, convert, reformat, trace, translate, reverse engineer or hack the font. This would include, but is not limited to, re-exporting the font with modification or tracing the outlines of the font. You may expand the font to outline minor design adjustments if necessary. Rasterization effects such as 3d rendering, augmentation, blurring and bitmaps are also permitted.

Any restricted modification you wish to make to the font should be discussed with Thomas Maier as a custom bespoke project in itself. In this case, an additional fee will be agreed upon for the bespoke modification and extra licensing. You agree not to recreate, copy, trace or plagiarize the character or shape of the font. Any violation of this can result in immediate termination of your license and the pursuit of legal action.

#### WARRANTY & LIABILITY

Thomas Maier does not hold responsibility for any operational faults of the font and is not liable for damages, losses or any expenses occurred. The font are provided "as-is", without the guarantee that they will operate without fault. Thomas Maier does not warrant that the functions contained in the fonts will meet your requirements, satisfaction or that the font will operate without error. Under no circumstances the liability of Thomas Maier shall exceed the substitution or replacement costs of font, whichever is less, and at the sole discretion of Thomas Maier. If however you do encounter errors with the font, please get in contact and Thomas Maier will make reasonable attempts to help you resolve these issues with you.

#### AUDIT

Thomas Maier may at any time, request an audit to confirm you are in accordance with this EULA. In the event of receiving an audit request, you must provide a statement setting out your license and purchases. This will include the comput-

ers, servers, websites, applications or other sources where the font may be, saved or accessed. You will also provide further information such as dates of purchase. In the event you are not in accordance with these terms of this EULA or have been using the fonts without a valid license, you must pay all costs and damages put forward to you by Thomas Maier.

#### TERMINATION

This EULA is effective until terminated. Thomas Maier can terminate the EULA with notice if it is evident that you have not complied with the terms of this EULA. Upon termination, you must destroy all written materials, the font including back up copies and modified copies if any and certify that no copy remains in your possession or control.

#### ENTIRETY

This EULA including the applicable addendum constitutes the entire agreement between you and Thomas Maier. This removes all licenses or agreements prior to it, relating to its subject matter. Thomas Maier reserves the right to update and modify the terms of the license at any point. You are responsible for ensuring you keep up to date with any amendments and have read the latest EULA at your time of licensing.

#### REFUNDS

This license is non-refundable and all sales are final. Since it is impossible to prove that you have removed all trace of the font from your devices, refunds are not a tenable option.

#### SEVERABILITY

When, for any reason, a part of this license is found to be null, void, or unenforceable, only that part of this license shall be revoked. The rest of the EULA's terms and conditions will remain in place.

#### GOVERNING LAW

This EULA is governed and construed in accordance with the laws of Germany. Any dispute that can not be reconciled between parties, shall be submitted to the exclusive jurisdiction of the Court.