

## **René Bieder Desktop Fonts End User License Agreement (EULA) Version 1.0**

This License Agreement is a legal contract between you and René Bieder (“The Foundry”). When you purchase a font, you are purchasing the right to use that font under a particular set of conditions. These conditions range from, for example, how many computers the font can be installed on to whether it can be embedded in digital documents. It is important that you read and understand this Agreement because it defines your rights, the acceptable uses of the fonts, and the rights René Bieder reserves. If you believe your situation or need is not addressed, or if you are unsure of any section's meaning, please ask René Bieder before you make a purchase. Once you download and/or install and/or use the Fonts by René Bieder, you are confirming you understand and agree to the terms of this Agreement, and that you have the authority to bind the person or entity specified on your sales receipt to the terms of this Agreement. Upon payment in full, René Bieder grants to you a nonexclusive, non-transferable license to use the fonts under the following terms and conditions:

### **1. Definitions**

In this Agreement, "Font", "Fonts" or "Font Software" have identical meanings and are defined as the designs of the Fonts and the software that produces a typeface design(s) together with any other artworks that may be associated with the Font. "You", "Your" and the "End User" are defined as and refer to a customer who has purchased a license to use the Font. An End User is not defined as a distributor, reseller, dealer, sub-licensee, original equipment manufacturer ("OEM"), or other wholesale buyer, etc. René Bieder products may not be distributed and/or sold to third parties without prior written consent from the Foundry. "Output Device" is defined as any device producing a usable representation of the Font, such as, but not limited to: a printer, image setter, laser setter, plate maker.

### **2. Permitted Uses And Restrictions**

2a.) Installation: The Font may be installed and used on the number of users identified in your sales receipt. For example, the purchase of a single license allows for the installation and use of the Font on one (1) computer. Please refer to your sales receipt for the amount of installations permitted.

2b.) Locations: The Font Software may be installed and used at a single geographic location. If you need a license that permits installation of the Font Software at multiple locations, please contact René Bieder.

2c.) Laptops: The Font Software may be installed and used on a laptop as a secondary and alternate use computer. This term is not intended to permit the installation and concurrent use of the Font Software on two (2) computers or workstations, except where such use is expressly licensed.

2d.) Service Bureau / Printer Use: To reproduce a particular document, you may provide a digitized copy of the specified Fonts to a commercial printer or service bureau. Afterwards, you and/or the printer or service bureau must destroy the copy of the Fonts.

2e.) Output Devices: The Font Software may be used with a maximum of five (5) output devices per licensed computer. However, the Font Software may not be installed or used with any device that displays a reproduction or facsimile of the Font Software or the designs embodied in the Font Software. This includes, but is not limited to: game playing devices, game of chance devices, mp3 players, electronic books, or mobile phones or other mobile devices.

All such uses are not permitted installations and are not authorized output devices/uses under this License. Any such installation or use requires the purchase of a special license.

2f.) Back-Up Copies: You may make a reasonable number of copies of the Font Software for back-up purposes only. Any copies must contain the same documentation, copyright, trademark, and other proprietary notices that appear on, in or with the Fonts. As a best practice, a copy of the sales receipt should always be included with the Fonts.

2g.) Embedding Of Fonts: Embedding of the Fonts into web pages or digital documents is permitted only in a secured, read-only mode. You must ensure that recipients of such web pages or documents cannot extract, install or use the embedded Fonts. The creation of new documents using an embedded copy of the Font Software is expressly prohibited. You further agree not to change or alter the embedding bits or other restrictions of the embedding programs within the Font Software itself. You may embed the licensed fonts into any document you send to third parties. Such documents may be viewed and printed (but not edited) by the recipients. You may embed the licensed fonts into websites, apps, eBooks or servers if the license is specified in the applicable receipt. Please ask René Bieder for more information. You may not under any circumstances embed the licensed fonts into software or hardware products in which the fonts will be used by the purchasers of such products. Such use requires a different license which may be offered by the Foundry through René Bieder. Please contact [contact@renebieder.com](mailto:contact@renebieder.com) for further information.

2h.) Modifications: You may create outline artworks based upon the Font Software for your personal or business use. However, the use of any font creation or font manipulation program or any attempt to modify the Font for the purposes of creating a usable or substitute version of the Font is prohibited. Under no circumstances may you modify, adapt, translate, reverse engineer, decompile, disassemble, alter, or otherwise attempt to discover the source code of the Font Software. Any modifications made to the vector outlines shall be

considered derivative works and their use governed by the terms and conditions of this Agreement. You further agree not to commission or authorize any third party to undertake modifications to the Fonts without prior written consent from René Bieder.

2i.) Number Of Users: The maximum number of simultaneous users is specified in the applicable receipt. All users must belong to the same company or household purchasing the font.

2j.) Third Parties: You may provide the font to a graphic designer, printer or other service bureau that is working on your behalf only if they agree to use the font

exclusively for your work, agree to the terms of this license, and retain no copies of the font on completion of the work. You may not provide the font or make it accessible to any other third parties.

2k.) Time Limitation: All license purchases are a one-time payment for perpetual use, with no recurring fees. Prices for web fonts are based on number of unique visitors per month, but still only require one payment.

2l.) Logos: This refers to the usage of a font in a wordmark or logo for a business company. After downloading the font file, you may design a logo with the original font file. After completion of the design, you must convert the font into a vector shape format such as EPS, AI or SVG. You may customize or alter some of the original glyphs according to your wishes, after converting the file into vector shapes. You may transfer the original font file to a third party service bureau, like a design agency or logo designer, working on behalf of you only if they agree to use the font exclusively for your work, and retain no copies of the font on completion of the work. You may use the logo with no time or geographical limitation on any business related collateral such as business cards, products created by you or marketing materials. Please ask René Bieder for further information.

### **3. Rights Reserved**

You expressly acknowledge that the Font Software, the designs embodied therein, the trade names and/or trademarks and copyrights associated therewith are each the exclusive property of René Bieder. You agree that the Fonts, and all copies thereof, are owned by René Bieder and the Fonts' structure, organization and code are the valuable trade secrets of René Bieder. The unauthorized use of the Font Software shall be a willful breach of this License and may, at René Bieder's sole discretion, result in its immediate termination, without obligation of notice or opportunity to cure. All rights of René Bieder are cumulative, not exclusive, including the right to seek temporary and/or permanent injunctive relief.

### **4. Agreement**

You expressly agree that this Agreement shall be governed by the laws of Germany, as they apply to contracts wholly performed therein and without respect to its conflict of laws provisions or the conflict of laws provisions of any other jurisdiction. You expressly submit to the jurisdiction of federal courts in the forum selected by René Bieder for the purposes of resolving any dispute arising under this Agreement. You hereby expressly agree that the application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.

### **5. Disclaimer And Limited Warranty**

René Bieder warrants the Product 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 receipt. René Bieder's entire liability and your exclusive remedy as to a defective product shall be, at René Bieder's option, either return of purchase price or replacement of any such product that is returned to René Bieder with a copy of the invoice. René Bieder shall have no responsibility to replace the product or refund the purchase price if failure results from accident, modification, abuse or misapplication, or if any product is lost or damaged due to theft, fire, or negligence. Any replacement product 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.

EXCEPT AS EXPRESSLY PROVIDED ABOVE, THE PRODUCT, IS PROVIDED "AS IS". RENE BIEDER DOESN'T 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 Product rests upon you. René Bieder doesn't warrants that the functions contained in the Product will meet your requirements or that the operation of the software will be uninterrupted or error free. RENE BIEDER IS NOT 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 PRODUCT EVEN IF RENE BIEDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you.

## **6. No Other Agreements**

This Agreement represents the complete and exclusive statement of the agreement between you and René Bieder and it supersedes any proposal or prior agreement, oral or written, and any other communications relating to the subject matter of this Agreement. No

variation of the terms of this Agreement or any different terms will be enforceable against René Bieder in the absence of an express written amendment or consent, including a written express waiver of the affected terms of this Agreement. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect, and the invalid provision shall be replaced by René Bieder with a provision that effects the intent of the invalid provision.

## **7. Amendments**

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## **René Bieder Web Fonts End User License Agreement (EULA) Version 1.0**

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### **1. Definitions**

1a.) In this Agreement, "Font", "Fonts" or "Font Software" have identical meanings and are defined as the designs of the Fonts and the software that produces a typeface design(s) together with any other artworks that may be associated with the Font. "You", "Your" and the "End User" are defined as and refer to a customer who has purchased a license to use the Web Font. An End User is not defined as a distributor, reseller, dealer, sub-licensee, original equipment manufacturer ("OEM"), or other wholesale buyer, etc. René Bieder products may not be distributed and/or sold to third parties without prior written consent from the Foundry.

1b.) A “Web Font” is type face Font software that has been created, optimised, translated or otherwise specially modified for use on the Internet for styling or viewing text on a website.

1c.) The “domain” is the host name of a website’s home page. The domain may be comprised of one unique second-level domain name (as in “example” of <http://www.example.com>), multiple top- level domains (as in .com, .org, .fr), and multiple sub-domains (as in “shop” of [shop.example.com](http://shop.example.com), or “blog” of [blog.example.com](http://blog.example.com)). Under this license You must own the domain and control the content of the licensed websites.

1d.) A “website” is defined as a collection of related web pages organized under a single domain. The website may be viewed with a web browser and/or via a web-based mobile app.

### **2. Permitted Uses And Restrictions**

2a.) Implementation: The Web Fonts may be used for styling text on Your website via the CSS @font-face rule for the domain specified on Your Sales Receipt. Only the WOFF (".woff", ".woff2", Web Open Font Format) and EOT (".eot", Embedded OpenType) Web Font files provided by René Bieder may be used. The use of alternate formats (such as TTF, SVG, or OTF) is expressly prohibited. Viewing and printing pages of the website using the Web Fonts is allowed. The Web Fonts are licensed for Your use only. You may not use the Web Fonts as a tool or resource for third parties to create customised products or documents. Further, the Web Fonts may not be served to unlicensed domains, even if they are hosted on a licensed domain. If You discover or are made aware of any unauthorised access and/or use by an unlicensed third party, You agree to notify René Bieder as soon as is possible.

2b.) Page View Limitations: A page view is one request for the viewing of a page of Your website. The average monthly traffic of Your website, measured in page views over the span of three consecutive months, must not exceed the amount shown on Your Sales Receipt. If it does, You must purchase a license upgrade for the increased page view amount.

2c.) Web Fonts File Protection: You agree to use reasonable measures to ensure the Web Fonts are available only for the process of styling text on Your website. At a minimum, and by way of illustration not limitation, reasonable measures include a.) preventing unlicensed third-party access, i.e. hotlinking and b.) not allowing direct download of the Web Fonts unrelated to the process of styling text for Your website.

2d.) Third Party Web Font Services: The hosting or serving of the Web Fonts by any third party service, like "TypeKit", "FontDeck", "WebINK" or "Webtype" for example, is strictly prohibited.

2e.) Back-Up Copies: You may make a reasonable number of copies of the Font Software for back-up purposes only. Any copies must contain the same documentation, copyright, trademark, and other proprietary notices that appear on, in or with the Web Fonts. As a best practice, a copy of the sales receipt should always be included with the Fonts.

2f.) Modifications: You are not permitted to modify, adapt, translate, reformat, reverse engineer, decompile, disassemble, alter or attempt to discover the computer code of the Web Fonts or the designs embodied therein. The embedding or inclusion of the Web Fonts, or the designs forming the Web Fonts, in software, hardware, digital documents, apps, applications, devices or in any other form is prohibited.

2g.) Web Usage Only: The use of René Bieder Web Fonts on a desktop, laptop, workstation computer, or for any uses not expressly

permitted herein is prohibited.

2h.) Number Of Users: The maximum number of simultaneous users is specified in the applicable receipt. All users must belong to the same company or household purchasing the font.

2i.) Third Parties: You may provide the font to a graphic designer, printer or other service bureau that is working on your behalf only if they agree to use the font

exclusively for your work, agree to the terms of this license, and retain no copies of the font on completion of the work. You may not provide the font or make it accessible to any other third parties.

2j.) Third Parties / Online Services: You may upload the font to an online service or platform, that is providing you with graphical materials only if they agree to store the font securely on their servers, agree to the terms of this license, and retain no copies of the font on completion of the cooperation. The online service may not provide the font or make it accessible to any other third parties. The hosting or serving of the font by any font related third party service, like "TypeKit", "FontDeck", "WebINK" or "Webtype" for example, is strictly prohibited.

2k.) Time Limitation: All license purchases are a one-time payment for perpetual use, with no recurring fees. Prices for web fonts are based on number of unique visitors per month, but still only require one payment.

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purchase price if failure results from accident, modification, abuse or misapplication, or if any product is lost or damaged due to theft, fire, or negligence. Any replacement product 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.

EXCEPT AS EXPRESSLY PROVIDED ABOVE, THE PRODUCT, IS PROVIDED "AS IS". RENE BIEDER DOESN'T 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 Product rests upon you. René Bieder doesn't warrants that the functions contained in the Product will meet your requirements or that the operation of the software will be uninterrupted or error free. RENE BIEDER IS NOT 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 PRODUCT EVEN IF RENE BIEDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you.

## **6. No Other Agreements**

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variation of the terms of this Agreement or any different terms will be enforceable against René Bieder in the absence of an express written amendment or consent, including a written express waiver of the affected terms of this Agreement. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect, and the invalid provision shall be replaced by René Bieder with a provision that effects the intent of the invalid provision.

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## **René Bieder App Fonts End User License Agreement (EULA) Version 1.0**

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1b.) An “App Font” is type face Font software that has been created, optimized, translated or otherwise specially modified for embedding within an App for styling, viewing or editing text.

1c.) The “Application”, “App” is Your mobile application software designed to run and function on Android, iOS, Windows Phone and other such mobile device operating systems. A single App Font license covers Apps that are functionally equivalent across multiple mobile operating systems.

### **2. Permitted Uses And Restrictions**

2a.) Implementation: The App Fonts may be embedded in the App specified on Your Sales Receipt. Only the App Font files provided by René Bieder may be used. The use of alternate formats is expressly prohibited. You may use the App Fonts for styling, viewing or editing text in Your App. However, providing the ability for a user to edit text using the App Fonts is not allowed if the result is a new document, such as a personalised invitation, greeting card, customised portfolio or customised product (these listed items are examples only and not an exhaustive list). If You wish to use the Fonts for such purposes, contact René Bieder to discuss. The App Fonts are licensed for Your

use only. You may not use the App Fonts as a tool or resource for third parties to create customised products or documents.

2b.) Back-Up Copies: You may make a reasonable number of copies of the Font Software for back-up purposes only. Any copies must contain the same documentation, copyright, trademark, and other proprietary notices that appear on, in or with the App Fonts. As a best practice, a copy of the sales receipt should always be included with the Fonts.

2c.) Modifications: You are not permitted to modify, adapt, translate, reformat, reverse engineer, decompile, disassemble, alter or attempt to discover the computer code of the Web Fonts or the designs embodied therein. The embedding or inclusion of the Web Fonts, or the designs forming the Web Fonts, in software, hardware, digital documents, apps, applications, devices or in any other form is prohibited.

2d.) App Usage Only: The use of René Bieder App Fonts on a desktop, laptop, workstation computer, website or for any uses not expressly permitted herein is prohibited.

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defective product shall be, at René Bieder's option, either return of purchase price or replacement of any such product that is returned to René Bieder with a copy of the invoice. René Bieder shall have no responsibility to replace the product or refund the purchase price if failure results from accident, modification, abuse or misapplication, or if any product is lost or damaged due to theft, fire, or negligence. Any replacement product 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.

EXCEPT AS EXPRESSLY PROVIDED ABOVE, THE PRODUCT, IS PROVIDED "AS IS". RENE BIEDER DOESN'T 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 Product rests upon you. René Bieder doesn't warrants that the functions contained in the Product will meet your requirements or that the operation of the software will be uninterrupted or error free. RENE BIEDER IS NOT 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 PRODUCT EVEN IF RENE BIEDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you.

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1b.) A “Server Font” is type face font software that has been created, optimized, translated or otherwise specially modified for use on the Internet where external clients and 3rd parties can interact with the licensed fonts stored on the sever. For example, online gift personalization sites.

If you’re looking for a font that can be stored on servers for internal usage where only employees can interact with the licensed fonts and/or create for example automated PDF receipts or automated business cards, you need to purchase a desktop font license. Please contact René Bieder at [contact@renebieder.com](mailto:contact@renebieder.com) for more information.

### **2. Permitted Uses And Restrictions**

2a.) Installation: The Font may be installed and used on the number of servers identified in your sales receipt. For example, the purchase of a single license allows for the installation and use of the Font on one (1) server. Please refer to your sales receipt for the amount of installations permitted.

2b.) Locations: The Font Software may be installed and used at a single geographic location. If you need a license that permits installation of the Font Software at multiple locations, please contact René Bieder.

2c.) Servers Fonts File Protection: You agree to use reasonable measures to ensure the Server Fonts are available only for the process of hosting on your servers. At a minimum, and by way of illustration not limitation, reasonable measures include a.) preventing unlicensed third-party access, i.e. hot-linking and b.) not allowing direct download of the Servers Fonts to those that are not part of your company or your household.

2d.) Third Party Web Font Services: The hosting or serving of the Servers Fonts by any third party service, like "TypeKit", "FontDeck", "WebINK" or "Webtype" for example, is strictly prohibited.

2e.) Back-Up Copies: You may make a reasonable number of copies of the Font Software for back-up purposes only. Any copies must contain the same documentation, copyright, trademark, and other proprietary notices that appear on, in or with the Web Fonts. As a best practice, a copy of the sales receipt should always be included with the Fonts.

2f.) Modifications: You are not permitted to modify, adapt, translate, reformat, reverse engineer, decompile, disassemble, alter or attempt to discover the computer code of the Web Fonts or the designs embodied therein. The embedding or inclusion of the Web Fonts, or the designs forming the Web Fonts, in software, hardware, digital documents, apps, applications, devices or in any other form is prohibited.

2g.) This License does not permit you to use or allow the use of Software or any Font in any of the following ways (unless you have entered into a separate License from René Bieder authorizing you to do so): in an Electronic Publication, in an App Product, or a physical Product such as an eReader in a Commercial Product, to render and display web content as live searchable or selectable text, to use a Font in connection with font replacement technologies, to embed a Font in any Adobe Flash (SWF) based, or similar or related technologies, to make any work that is derivative of a Font, Font image or the Software, or make embedded use of any Font or Software on the internet, or modify or convert it into any format that permits embedding or font linking.

2h.) Number Of Servers: The maximum number of simultaneous server CPU cores is specified in the applicable receipt. All servers must belong to the same company or household purchasing the font.

2i.) Third Parties: You may provide the font to a graphic designer, printer or other service bureau that is working on your behalf only if they agree to use the font exclusively for your work, agree to the terms of this license, and retain no copies of the font on completion of the work. You may not provide the font or make it accessible to any other third parties.

2j.) Third Parties / Online Services: You may upload the font to an online service or platform, that is providing you with graphical materials only if they agree to store the font securely on their servers, agree to the terms of this license, and retain no copies of the font on completion of the cooperation. The online service may not provide the font or



make it accessible to any other third parties. The hosting or serving of the font by any font related third party service, like "TypeKit", "FontDeck", "WebINK" or "Webtype" for example, is strictly prohibited.

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### **4. Agreement**

You expressly agree that this Agreement shall be governed by the laws of Germany, as they apply to contracts wholly performed therein and without respect to its conflict of laws provisions or the conflict of laws provisions of any other jurisdiction. You expressly submit to the jurisdiction of federal courts in the forum selected by René Bieder for the purposes of resolving any dispute arising under this Agreement. You hereby expressly agree that the application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.

### **5. Disclaimer And Limited Warranty**

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EXCEPT AS EXPRESSLY PROVIDED ABOVE, THE PRODUCT, IS PROVIDED "AS IS". RENE BIEDER DOESN'T 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 Product rests upon you. René Bieder doesn't warrants that the functions contained in the Product will meet your requirements or that the operation of the software will be uninterrupted or error free. RENE BIEDER IS NOT 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 PRODUCT EVEN IF RENE BIEDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you.

## **6. No Other Agreements**

This Agreement represents the complete and exclusive statement of the agreement between you and René Bieder and it supersedes any proposal or prior agreement, oral or written, and any other communications relating to the subject matter of this Agreement. No

variation of the terms of this Agreement or any different terms will be enforceable against René Bieder in the absence of an express written amendment or consent, including a written express waiver of the affected terms of this Agreement. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect, and the invalid provision shall be replaced by René Bieder with a provision that effects the intent of the invalid provision.

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## **René Bieder ePub Fonts End User License Agreement (EULA) Version 1.0**

This License Agreement is a legal contract between you and René Bieder (“The Foundry”). When you purchase a font, you are purchasing the right to use that font under a particular set of conditions. These conditions range from, for example, how many computers the font can be installed on to whether it can be embedded in digital documents. It is important that you read and understand this Agreement because it defines your rights, the acceptable uses of the fonts, and the rights René Bieder reserves. If you believe your situation or need is not addressed, or if you are unsure of any section's meaning, please ask René Bieder before you make a purchase. Once you download and/or install and/or use the Fonts by René Bieder, you are confirming you understand and agree to the terms of this Agreement, and that you have the authority to bind the person or entity specified on your sales receipt to the terms of this Agreement. Upon payment in full, René Bieder grants to you a nonexclusive, non-transferable license to use the fonts under the following terms and conditions:

### **1. Definitions**

1a.) In this Agreement, "Font", "Fonts" or "Font Software" have identical meanings and are defined as the designs of the Fonts and the software that produces a typeface design(s) together with any other artworks that may be associated with the Font. "You", "Your" and the "End User" are defined as and refer to a customer who has purchased a license to use the Server Font. An End User is not defined as a distributor, reseller, dealer, sub-licensee, original equipment manufacturer ("OEM"), or other wholesale buyer, etc. René Bieder products may not be distributed and/or sold to third parties without prior written consent from the Foundry.

1b.) A “ePub Font” is type face font software that has been created, optimized, translated or otherwise specially modified for use in electronic publication, including commercial products.

### **2. Permitted Uses And Restrictions**

2a.) Installation: The Font may be installed and used on the number of servers identified in your sales receipt. For example, the purchase of a single license allows for the installation and use of the Font on one (1) server. Please refer to your sales receipt for the amount of installations permitted.

2b.) Locations: The Font Software may be installed and used at a single geographic location. If you need a license that permits installation of the Font Software at multiple locations, please contact René Bieder.

2c.) Servers Fonts File Protection: You agree to use reasonable measures to ensure the ePub Fonts are available only for the process of viewing in a digital publication or commercial product. At a minimum, and by way of illustration not limitation, reasonable measures include a.) preventing unlicensed third-party access, i.e. hot-linking and b.)

not allowing direct download of the ePub Fonts to those that are not part of your company or your household.

2d.) Third Party Web Font Services: The hosting or serving of the Servers Fonts by any third party service, like “TypeKit”, “FontDeck”, “WebINK” or “Webtype” for example, is strictly prohibited.

2e.) Back-Up Copies: You may make a reasonable number of copies of the Font Software for back-up purposes only. Any copies must contain the same documentation, copyright, trademark, and other proprietary notices that appear on, in or with the Web Fonts. As a best practice, a copy of the sales receipt should always be included with the Fonts.

2f.) Modifications: You are not permitted to modify, adapt, translate, reformat, reverse engineer, decompile, disassemble, alter or attempt to discover the computer code of the Web Fonts or the designs embodied therein. The embedding or inclusion of the Web Fonts, or the designs forming the Web Fonts, in software, hardware, digital documents, apps, applications, devices or in any other form is prohibited.

2g.) This License does not permit you to use or allow the use of Software or any Font in any of the following ways (unless you have entered into a separate License from René Bieder authorizing you to do so): in an Desktop environment, in an App Product, on a server, to render and display web content as live searchable or selectable text, to use a Font in connection with font replacement technologies, to embed a Font in any Adobe Flash (SWF) based, or similar or related technologies, to make any work that is derivative of a Font, Font image or the Software, or make embedded use of any Font or Software on the internet, or modify or convert it into any format that permits embedding or font linking.

2h.) Number Of publications: The maximum number of publication is specified in the applicable receipt. All publication must belong to the same company or household purchasing the font.

2i.) Third Parties: You may provide the font to a graphic designer, printer or other service bureau that is working on your behalf only if they agree to use the font exclusively for your work, agree to the terms of this license, and retain no copies of the font on completion of the work. You may not provide the font or make it accessible to any other third parties.

2j.) Third Parties / Online Services: You may upload the font to an online service or platform, that is providing you with graphical materials only if they agree to store the font securely on their servers, agree to the terms of this license, and retain no copies of the font on completion of the cooperation. The online service may not provide the font or make it accessible to any other third parties. The hosting or serving of the font by any font related third party service, like “TypeKit”, “FontDeck”, “WebINK” or “Webtype” for example, is strictly prohibited.

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EXCEPT AS EXPRESSLY PROVIDED ABOVE, THE PRODUCT, IS PROVIDED "AS IS". RENE BIEDER DOESN'T 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 Product rests upon you. René Bieder doesn't warrants that the functions contained in the Product will meet your requirements or that the operation of the software will be uninterrupted or error free. RENE BIEDER IS NOT 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 PRODUCT EVEN IF RENE BIEDER HAS BEEN ADVISED OF THE

POSSIBILITY OF SUCH DAMAGES. Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you.

## **6. No Other Agreements**

This Agreement represents the complete and exclusive statement of the agreement between you and René Bieder and it supersedes any proposal or prior agreement, oral or written, and any other communications relating to the subject matter of this Agreement. No

variation of the terms of this Agreement or any different terms will be enforceable against René Bieder in the absence of an express written amendment or consent, including a written express waiver of the affected terms of this Agreement. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect, and the invalid provision shall be replaced by René Bieder with a provision that effects the intent of the invalid provision.

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## **René Bieder Digital Ads Fonts End User License Agreement (EULA) Version 1.0**

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### **1. Definitions**

1a.) In this Agreement, "Font", "Fonts" or "Font Software" have identical meanings and are defined as the designs of the Fonts and the software that produces a typeface design(s) together with any other artworks that may be associated with the Font. "You", "Your" and the "End User" are defined as and refer to a customer who has purchased a license to use the Server Font. An End User is not defined as a distributor, reseller, dealer, sub-licensee, original equipment manufacturer ("OEM"), or other wholesale buyer, etc. René Bieder products may not be distributed and/or sold to third parties without prior written consent from the Foundry.

1b.) A “Digital Ads Font” is type face font software that has been created, optimized, translated or otherwise specially modified to create Digital Advertisements, including allowing third parties to create Digital Advertisements on your behalf.

### **2. Permitted Uses And Restrictions**

2a.) Installation: As part of this process, you may install the Fonts on a server that is owned by you or a third party hosting service, as long as you have a written agreement in place to ensure the protection of the Fonts (only for the purpose of Digital Advertising). You may also embed the Fonts in Base-64 encoded format into Digital Advertisements and publish such Digital Advertisements on Output Devices.

2b.) Locations: The Font Software may be installed and used at a single geographic location. If you need a license that permits installation of the Font Software at multiple locations, please contact René Bieder.

2c.) Digital Ads Fonts File Protection: You agree to use reasonable measures to ensure the ePub Fonts are available only for the process of displaying in a digital ad. At a minimum, and by way of illustration not limitation, reasonable measures include a.)

preventing unlicensed third-party access, i.e. hot-linking and b.) not allowing direct download of the Fonts to those that are not part of your company or your household.

2d.) Third Party Web Font Services: The hosting or serving of the Servers Fonts by any third party service, like “TypeKit”, “FontDeck”, “WebINK” or “Webtype” for example, is strictly prohibited.

2e.) Back-Up Copies: You may make a reasonable number of copies of the Font Software for back-up purposes only. Any copies must contain the same documentation, copyright, trademark, and other proprietary notices that appear on, in or with the Web Fonts. As a best practice, a copy of the sales receipt should always be included with the Fonts.

2f.) Modifications: You are not permitted to modify, adapt, translate, reformat, reverse engineer, decompile, disassemble, alter or attempt to discover the computer code of the Web Fonts or the designs embodied therein. The embedding or inclusion of the Web Fonts, or the designs forming the Web Fonts, in software, hardware, digital documents, apps, applications, devices or in any other form is prohibited.

2g.) This License does not permit you to use or allow the use of Software or any Font in any of the following ways (unless you have entered into a separate License from René Bieder authorizing you to do so): in an Desktop environment, in an App Product, on a server, a Website, to render and display web content as live searchable or selectable text, to use a Font in connection with font replacement technologies, to embed a Font in any Adobe Flash (SWF) based, or similar or related technologies, to make any work that is derivative of a Font, Font image or the Software, or make embedded use of any Font or Software on the internet, or modify or convert it into any format that permits embedding or font linking.

2h.) Number Of Impressions: The maximum number of impressions is specified in the applicable receipt.

2i.) Third Parties: You may provide the font to a graphic designer, printer or other service bureau that is working on your behalf only if they agree to use the font exclusively for your work, agree to the terms of this license, and retain no copies of the font on completion of the work. You may not provide the font or make it accessible to any other third parties.

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2k.) Time Limitation: Your license is limited to the Maximum Advertising Impressions per annum.

2l.) Responsibility: You are responsible for all acts and omissions of any third party with regards to their Use of the Fonts.



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