

# **Vibrant Types**

## **Standard License**

End User License Agreement

# Vibrant Types – EULA – Standard License

## 1. General

(1) This end user license agreement (hereinafter “license agreement”), in conjunction with the acknowledged invoice for the license fee (hereinafter “invoice”), is a legally binding contract from Philip Lammert, Vibrant Types, Krausestraße 37, 22049 Hamburg, Germany (hereinafter “licensor”) towards natural or legal persons or legal partnerships (hereinafter “licensees”) regarding the granting of certain rights of use, which are more precisely regulated in this license agreement, to provided digital content (typefaces licensed to the licensees, hereinafter “fonts”).

(2) After receipt of payment of the full agreed license fee, the licensees are granted the non-exclusive, worldwide, terminable, personal and non-transferable right to use the fonts for private and business use. The licensees do not acquire ownership of the fonts.

(3) By purchasing, downloading, installing or otherwise using the fonts, the licensees confirm that they have read the terms of this license agreement and accept them. For questions about the rights to use the fonts or inquiries regarding the granting of rights of use that are not included in this license agreement, the licensor will be happy to provide detailed information at [hello@vibrant-types.com](mailto:hello@vibrant-types.com).

## 2. Copyright protection

The fonts and the designs embodied therein are protected as personal intellectual creations by the German copyright law. The licensor owns the fonts. Unauthorized copying of the fonts – even if they have been modified, merged or included into other digital content – is expressly forbidden. The users can be held legally responsible for any infringement of the intellectual property rights of the licensor, which is caused by or does benefit from the non-compliance with the terms of use of this license agreement. Users, that are a company or an organization, agree that in case of a reasonable doubt as to the proper use of the fonts, they will on request from the licensor within 30 days fully document and certify that the use of all fonts at the time of the request corresponds to their valid license from the licensor.

## 3. Liability for defects as to title and quality

(1) The licensor is liable for defects as to title and quality in accordance with the statutory provisions. The licensor is not liable for damage that has not occurred to the product itself or for other financial loss. Incorrect provision and obvious defects must be reported in writing by the licensees within 90 days of the passing of risk. For entrepreneurs, the limitation period for claims for defects is one year from the passing of risk. For entrepreneurs, only the information and the article descriptions of the licensor that were included in the contract apply as an agreement on the nature of the product; the licensor assumes no liability for public statements by the licensor or other advertising statements. The licensor reserves the right to provide a replacement, even for repeated times. If the replacement provision fails, the licensees may reduce the purchase price or withdraw from the contract. In addition, the licensor is liable for defects as to title and quality in accordance with the statutory provisions.

(2) The licensor does not grant any expressed or implied guarantee, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose intended by the licensees and uninterrupted or error-free use of the fonts. The entire risk regarding the quality and performance of the product rests upon the licensees.

## 4. Disclaimer of liability

(1) Outside of liability for defects as to title and quality, the licensor is liable without limitation if the cause of the damage is based on intent or gross negligence. He is also liable for the simply negligent violation of essential duties (duties whose violation endangers the fulfillment of the purpose of the contract) as well as for the violation of cardinal duties (duties whose fulfillment enables the proper execution of the contract in the first place and upon whose adherence the licensees routinely rely), but only for the foreseeable, contract-typical damage. The licensor is not liable for the simply negligent violation of duties other than the above.

(2) The limitations of liability of the previous paragraph do not apply to injury to life, body and health, for a defect after accepting a warranty for the nature of the product and for maliciously concealed defects. Liability under the Product Liability Act remains unaffected.

## 5. Modifications of the fonts

The licensees may not modify, adapt, convert, reverse engineer, decompile, disassemble or otherwise change the fonts or create derivative fonts. The licensees may not subset the fonts for web use. The licensees may subset the fonts when embedding properly in a PDF format.

## 6. Provision to third parties

(1) The licensees may temporarily provide copies of the fonts to graphic designers, web developers, printers, or other independent contractors working on their behalf, only if they agree in writing to use the fonts according to the terms of this license agreement and exclusively for their work, and they retain no copies of the fonts upon completion of the work.

(2) The licensees may not otherwise provide the fonts to third parties or make the fonts publicly accessible, except by embedding in accordance with this license agreement.

## 7. Termination

This license agreement terminates automatically without prior notice if the licensees fail to comply with any of its conditions. Upon termination, the licensees are obliged to immediately discontinue using the fonts and delete all copies of the fonts from all media and certify this to the licensor.

## 8. Miscellaneous

(1) This license agreement constitutes the entire understanding between the licensees and the licensor. Agreements made with the

licensees in individual cases are only effective if they have been expressly confirmed in writing by the licensor.

(2) For entrepreneurs, the law of the Federal Republic of Germany applies to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

(3) If any provision of this license agreement is invalid, the remaining provisions remain unaffected.

## 9. Desktop Use

*This section only applies to licensees whose purchased license includes desktop use.*

(1) The licensees may have simultaneous installations of the fonts on a maximum number of devices (“desktop users”) as specified on the invoice. If no number of desktop users is specified on the invoice, the maximum number is zero. The fonts may only be installed on devices that are under the ownership or exclusive control of the licensee’s business, organization, or household.

(2) The licensees may use the fonts for the development, creation, and distribution of media for displaying and printing (e.g. graphics, artwork, videos, images for websites, corporate design).

(3) The licensees may use the fonts for printing or manufacturing products (e.g. textiles, packaging, posters, or similar products for resale).

(4) Digital media created using the fonts may be in a raster image format (e.g. PNG, JPEG) or a vector image format (e.g. SVG, EPS, created with a “Create Outlines” command). The fonts may be embedded properly in a document format (e.g. PDF, EPUB) or in application software for displaying and printing, but not for editing of the text. Information on embedding in application software that supports editing of the text using the fonts is specified in the App Use section of this license agreement.

(5) The licensees may only embed the fonts in a secure manner so that the document obfuscates or protects its embedded font data from deliberate or inadvertent discovery or misuse.

## 10. Web Use

*This section only applies to licensees whose purchased license includes web use.*

(1) The licensees may embed the fonts (so-called self-hosted web fonts that the licensees host on their servers) in their websites with a maximum number of total monthly pageviews, measured as an average traffic over the span of six consecutive months, as specified on the invoice. If the maximum number of monthly pageviews is exceeded, the licensees are obligated to immediately upgrade their license or otherwise discontinue embedding the fonts until the license has been upgraded. The price of an upgrade will be based upon the licensor’s pricing tables in effect at the respective time. If an upgrade of the license is required, the licensor will be happy to provide detailed information at [hello@vibrant-types.com](mailto:hello@vibrant-types.com). If no number of monthly pageviews is specified on the invoice, the maximum number is zero. The fonts may only be embedded in

websites that are under the ownership or exclusive control of the licensee’s business, organization, or household.

(2) The licensees may embed the fonts in websites for displaying and editing, but not for generating output created by the website end user using the fonts, namely documents or data files (e.g. PDFs, word processing documents, spreadsheets, labeled photos, static images, scalable images, advertisements). The licensees may not embed the fonts in any application that is a server component in a client-server architecture.

(3) The licensees may only embed the font formats for web use (WOFF, WOFF2) into their websites using the CSS @font-face rule. They may not embed the OpenType fonts (OTF) designed for desktop use or the TrueType fonts (TTF) designed for app use.

## 11. App Use

*This section only applies to licensees whose purchased license includes app use.*

(1) The licensees may embed the fonts in application software (hereinafter “app”) with a maximum number of downloaded units (“app downloads”) as specified on the invoice. If the maximum number of app downloads is exceeded, the licensees are obligated to immediately upgrade their license or otherwise discontinue distributing the app, which contains embeddings of the fonts, until the license has been upgraded. The price of an upgrade will be based upon the licensor’s pricing tables in effect at the respective time. If an upgrade of the license is required, the licensor will be happy to provide detailed information at [hello@vibrant-types.com](mailto:hello@vibrant-types.com). If no number of app downloads is specified on the invoice, the maximum number is zero. The fonts may only be embedded in app titles that are under the ownership or exclusive control of the licensee’s business, organization, or household.

(2) The licensees may embed the fonts in any app for displaying and editing, but not for generating output created by the app end user using the fonts, namely documents or data files (e.g. PDFs, word processing documents, spreadsheets, labeled photos, static images, scalable images, advertisements). The licensees may not embed the fonts in any application that is a server component in a client-server architecture.

(3) The licensees take no action that will have the direct or indirect effect of causing the fonts to become publicly available software or otherwise become subject to a publicly available software agreement.

(4) The licensees may only embed the fonts in a secure manner so that the app obfuscates or protects its embedded font data from deliberate or inadvertent discovery or misuse.

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