

This **WEBFONT LICENSE AGREEMENT** (hereinafter »Agreement«) constitutes a binding legal agreement between you or if you represent a legal entity, that legal entity (hereinafter »you«) and Stefan Willerstorfer. Read it carefully before completing the installation process and using the Font Software. It is recommended that you keep a copy of this Agreement for further reference. This Agreement contains disclaimers of warranties and liability. By downloading, installing and/or using the Font Software and the Font designs embodied therein (hereinafter »Font Software«), you confirm that you have read, understand and agree to be bound by the terms of this Agreement, and that you have the authority to bind the person or entity specified on your invoice to 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. Grant of License

1.1. Upon payment in full Stefan Willerstorfer grants you a limited, non-exclusive, non-transferable, terminable license to use the Font Software specified on your invoice (and accompanying this Agreement) as webfonts on your own personal or business Website(s) only. The Font Software is licensed for a fixed number of Websites, and a fixed number of unique monthly visitors in total (the aggregate of all your Websites) specified on your invoice. The Websites are identified by their domain names and have to be specified during the ordering process of the Font Software. All Websites must belong to the same company or household purchasing the Font Software. »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 organised under a particular domain name, including sub-domains. The Website can be viewed either via your Local Area Network (LAN) or via the World Wide Web. For the avoidance of doubt, web pages on sub-domains whose content is managed by any party other than you are deemed to be not part of your Website.

1.2. The particular »use« the Font Software is licensed for is restricted to styling HTML documents using the CSS rule @font-face in order to equip the appearance of your own personal or business Website with the Font Software and to make the Font Software accessible, along 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.

1.3. Using the Font Software except as granted in 1.2. is not permitted under this Agreement. You may not use the Font Software for other services which render the Font Software, including, but not limited to, pre-press, plotting, printing and exposing. Using the Font Software for such purposes is controlled and only permitted under a different license which must be purchased separately.

1.4. Downloading the Font Software for use on a computer, a desktop, a laptop, a workstation, or a similar electronic device (hereinafter »computer«) is controlled and only permitted under a different license which must be purchased separately. If you wish to install and/or use the Font Software on a computer or on a server for use and access by a computer, you must purchase the separate license.

1.5. The use of the Font Software in web accessible form is granted in 1.2. However, any other editable use of the Font Software, such as in templates or for use in the creation of customisable designs or products is not permitted, even if these editable uses are part of your Website. If your Website or any part of your Website is and/or provides a method for the creation, development or production of customised products, physical, software or otherwise, you may be required to purchase a special license.

1.6. You are not permitted 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 Website. In particular, but not limited to the following stipulations, you are not allowed (i) to disseminate or make the Font Software or parts of it available 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 a special license is required.

1.7. You are not permitted to redirect or otherwise use the Font Software for the benefit of unlicensed third parties. If you anticipate using the Font Software for the creation of a third party website you and the third party must purchase appropriate licenses. You have to ensure that the third party, your client or end user is properly licensed for use of the Font Software.

1.8. You shall make a reasonable attempt to prevent the use of any process that allows hotlinking, re-serving or redirecting access to and/or use of the Font Software by unlicensed parties. You agree to exercise commercially reasonable efforts to ensure that the Font Software is retained with the other assets associated with the Website. The use of third party font hosting services is strictly prohibited. The Font Software has to be stored on and served from the same device and location as the other software and assets associated with the specified Website.

1.9. The Font Software is licensed for a fixed number of Websites and a fixed number of unique monthly visitors in total. Your unique monthly visitors have to be recorded by a commonly recognised performance tracking system. Stefan Willerstorfer reserves the right to request written copies of the statistics of your performance tracking system. If you anticipate an increase in unique monthly visitors you should notify Stefan Willerstorfer as early as possible. If the fixed number of allowed unique monthly visitors is exceeded for any two (2) consecutive calendar months or by any single calendar month by as much as 100%, the purchase of an additional license is required.

If you need to use the Font Software for more than the fixed number of Websites you are required to purchase an additional license and to specify the further Websites by their domain name before using the Font Software on such Websites. You are not entitled to a refund, offset or other adjustment in the event of a reduction in the number of Websites or a reduction of the number of unique monthly visitors irrespective of the reasons.

1.10. The list of Websites may be amended or modified only with the express written permission of Stefan Willerstorfer.

1.11. Embedding of the Font Software except as granted in 1.2. is not permitted under this Agreement. You may not embed the Font Software in any software, documents, applications, devices or hardware products other than your Website. Embedding or linking uses or techniques, such as, but not limited to, PDF, EPUB, Cufón, sIFR (Scalable Inman Font Replacement), and iOS and/or Android native applications are not permitted. Embedding of the Font Software to a larger extent than granted in 1.2. requires the purchase of and shall be governed by a special license agreement.

For more information on special license agreements contact Stefan Willerstorfer at info@willerstorfer.com

1.12. The Font Software will be provided for your use in the webfont format WOFF or in the webfont formats WOFF and EOT. Stefan Willerstorfer reserves the right to include or omit certain webfont formats at his discretion in the future.

1.13. You may make a single back-up copy of the Font Software for archival purposes only, provided that you retain exclusive custody and control over this copy. Any copy of the Font Software must contain the same copyright, trademark and other proprietary information as the originals.

1.14. You may not modify, adapt, reformat, translate, reverse engineer, decompile, disassemble, alter, or attempt to discover the source code of the Font Software. You may not make, commission, or authorise others to make any additions, modifications or deletions to, or derivative works or fonts based on or substantially similar to the Font Software without the prior written consent of Stefan Willerstorfer. You may not modify copyright, trademark and other proprietary information contained in the Font Software.

1.15. The Font Software and/or documentation may not be sublicensed, sold, leased, rented, loaned, re-served or given away. You agree to treat the Font Software as confidential information and to exercise care in order to avoid unauthorised distribution of the Font Software.

2. Ownership and Copyrights

2.1. The Font Software is the exclusive property of Stefan Willerstorfer. This non-exclusive, terminable license grants you certain limited rights as expressly provided in 1. *Grant of License*. You do not gain permanent or ownership rights under this Agreement. All worldwide right, title and interest in and to the Font Software including, but not limited to, all copyright, patent, trademark, trade secret and other intellectual property rights, in and to the Font Software as artwork, software, and otherwise, including all copies of the Font Software, regardless of the format in which they are expressed or the media on which they are recorded, are each the exclusive property of Stefan Willerstorfer.

2.2. The Font Software, and all copies thereof, is protected by the Austrian Copyright Law, by the copyright and design laws of other nations, and by international treaties.

2.3. The structure, organisation, and the code of the Font Software are trade secrets of Stefan Willerstorfer, and you agree to treat them as such.

2.4. You agree to credit the Font's name and Stefan Willerstorfer as the Font's designer, wherever and whenever design, production, or any other credits are shown, e.g. »Typeface: Acorde by Stefan Willerstorfer«.

2.5. You acknowledge that Stefan Willerstorfer shall be the exclusive owner of all worldwide right, title and interest in and to any and all modifications of, and derivative works and fonts based on or substantially similar to, the Font Software, regardless of who made such modifications or derivative works or fonts. Any such derivative works and modifications are the property of Stefan Willerstorfer and shall be subject to the terms and conditions of this Agreement. Derivative works may not be sublicensed, sold, leased, rented, loaned, or given away without the prior written consent of Stefan Willerstorfer. Stefan Willerstorfer shall not be responsible for unauthorised, modified and/or regenerated software or derivative works.

3. Warranties

Stefan Willerstorfer warrants the Font Software 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 invoice. Stefan Willerstorfer's entire liability and your exclusive remedy as to a defective Font Software shall be, at Stefan Willerstorfer's option, either the refunding of the purchase price or the replacement of any such Font Software that is returned to Stefan Willerstorfer with a copy of the invoice. Ste-

fan Willerstorfer shall have no responsibility to replace the Font Software or refund the purchase price if failure results from accident, abuse or misapplication, or if any product is lost or damaged due to theft, fire, or negligence. Any replacement Font Software 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 and jurisdiction to jurisdiction.

EXCEPT AS EXPRESSLY PROVIDED ABOVE, THE FONT SOFTWARE, IS PROVIDED »AS IS«. STEFAN WILLERSTORFER DOES NOT 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 Font Software rests upon you. Stefan Willerstorfer does not warrant that the functions contained in the Font Software will meet your requirements or that the operation of the Font Software will be uninterrupted or error free.

STEFAN WILLERSTORFER SHALL NOT BE 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 FONT SOFTWARE EVEN IF STEFAN WILLERSTORFER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Because some states or other jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you.

4. Termination

This Agreement is effective until terminated. Stefan Willerstorfer has the right to terminate your license immediately if you fail to comply with any term of this Agreement. Upon termination, you must immediately destroy the Font Software, and all copies thereof, in part and in whole, including modified copies, if any. You have to certify that no copy remains in your possession or control.

5. Governing Law

5.1. You expressly agree that this Agreement shall be governed by the laws of Austria and that the courts of Vienna shall have exclusive jurisdiction. 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.

5.2. 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. In such case, the void and/or illegal and/or unenforceable provision or provisions shall be replaced by relative provisions coming as close as possible to the sense, spirit and purpose of this Agreement.

5.3. You agree that the Font Software will not be shipped, transferred or exported into any country or used in any manner prohibited by the United States Export Administration Act or any other applicable export laws, restrictions or regulations.

6. Miscellaneous

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

The headings used in this Agreement are for reference only and shall not affect the construction and validity of the Agreement. This Agreement may only be modified in writing signed by Stefan Willerstorfer.