

The Berthold Exklusiv Collection
http://www.bertholdtypes.com

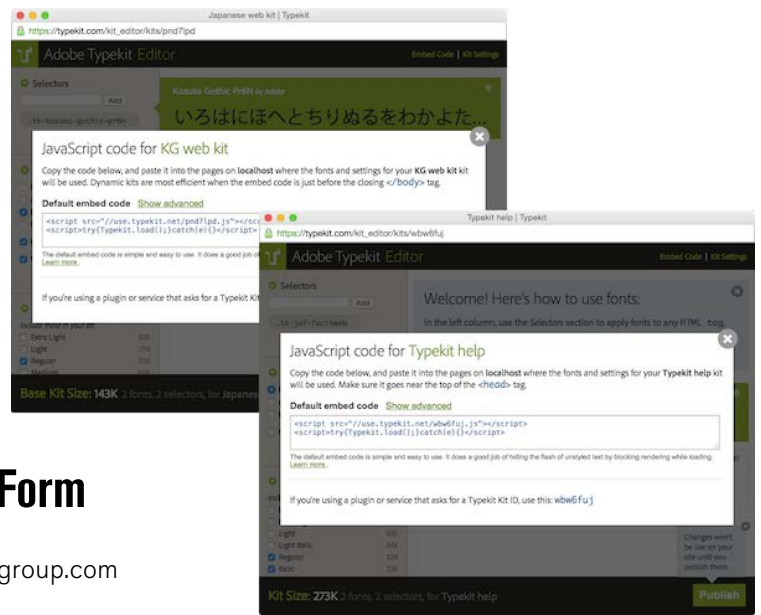
http://www.bertholdwebfonts.com

Berthold Type Group LLC



Web Fonts License & Order Form

EMAIL THIS FORM TO: sales@bertholdtypegroup.com



The Berthold Web Font Software cannot be activated on Typekit until Berthold receives this completed and signed License and Order Form.

TO BE COMPLETED BY OWNER OF THE WEBSITE

Order Number _____

Order Date _____

Web Font Name _____

Web Font Name _____

Web Font Name _____

Web Font Name _____

Web Font Name _____

Web Font Name _____

List here each single Web Font licensed (family name + specific font). For example if you have purchase a Web Font License for 2 fonts: Akzidenz-Grotesk Light Akzidenz-Grotesk Bold

Character Set, check one.	STD	PRO	PRO+		
Monthly pageviews, check one.	500K	1MM	2MM	5MM	10MM

Typekit ID* _____

Website** _____

Website Owner*** _____

Street Address _____

City _____

State/County _____

Zip/Postal Code _____

Phone Number _____

E-Mail address _____

* This is the Adobe ID email address that the Domain Owner uses to login to their Typekit account and redeem the Typekit Voucher.

** List the Website where the Web Font(s) will be published.

*** Website owner must include their details and sign (not typed). Website Owner's signature reconfirms acceptance of the attached Berthold Web Fonts Typekit License Agreement. A third-party cannot sign for their client.

Website Owner Signature _____

Print Name _____

Title _____

Berthold Web Fonts License Agreement via Adobe Typekit

These terms and conditions create a contract between you and Berthold. Please carefully read this Berthold Web Fonts License Agreement via Adobe Typekit (the “Agreement”). To confirm your understanding and acceptance of the Agreement, click “ACCEPT”. IF YOU DO NOT WISH TO BE BOUND BY THE AGREEMENT, CLICK “DECLINE” AND YOUR ORDER REQUEST WILL BE TERMINATED. The terms and conditions of the Agreement are as follows:

1. Definitions. The Agreement contains the following defined terms which are capitalized throughout the Agreement:

“Licensee” or “you” means the individual or entity bound by the Agreement. If Licensee is a business or organization, the term “Licensee” specifically excludes any parent, subsidiary, affiliate or third party. The terms “you” and “Licensee” may be used interchangeably throughout the Agreement.

“Adobe” means Adobe Systems Incorporated, its successors and assigns.

“Adobe Typekit Account” means Licensee’s account with Adobe for the Adobe Typekit Service and is associated with a specific login email address and password set by Licensee when creating the Adobe Typekit Account.

“Adobe Typekit Service” means Adobe’s online hosting service located at <https://typekit.com>, on and through which Adobe makes the Web Fonts available for use in conjunction with the design, development and creation of Licensee’s Website(s).

“Adobe Typekit Service Agreement” means Licensee’s agreement with Adobe to use the Adobe Typekit Service for the same exact Web Fonts, Maximum Pageviews and Licensee’s Website(s) as stated in the Berthold Order Form.

“Berthold” means collectively Berthold Type Group LLC, a Delaware limited liability company, its successors and assigns, and its affiliated companies.

“Berthold Order Form” means the PDF order form that Licensee downloaded following payment for this license using Berthold’s online ordering system. It includes a complete copy of this Agreement.

“Berthold Voucher Email” means the email containing the unique

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Adobe Typekit Service voucher link created by Berthold for Licensee and sent by Berthold to Licensee's email address specified on the Berthold Order Form. Upon receipt of the Berthold Voucher Email, the Licensee redeems the Adobe Typekit Service voucher link and then may access the Web Fonts through Licensee's Adobe Typekit Account.

"Font Software" means each typeface font computer software program Licensee selected to license under the Agreement, and identified on the Berthold Voucher Email. The term "Font Software" includes the Web Fonts, any related documentation, updates and permitted copies.

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"Pageviews" means the increment used by Adobe to count the number of requests received by or through servers on the Adobe Typekit Service network to load each respective Web Font for viewing on Licensee's Website(s). The "Maximum Number of Pageviews" is listed on the Berthold Voucher Email.

"Use" means to design and publish Licensee's Website(s) by accessing the Web Fonts through the Adobe Typekit Service.

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4. Berthold Order Form. Licensee must complete and sign the Berthold Order Form specifying the desired Web Fonts, Maximum Number of Pageviews and Licensee's Website(s). Licensee must deliver the Berthold Order Form to Berthold as directed therein. Licensee must correct any items on the Berthold Order Form at Berthold's request. By signing and returning the completed Berthold Order Form, Licensee accepts the terms of this Agreement. Berthold will accept the Berthold Order Form after it is signed, completed and returned to Berthold's satisfaction.

5. Access to the Web Fonts Through Adobe Typekit Service Only. Licensee acknowledges and agrees that Licensee will not receive delivery of the Web Fonts, rather Licensee will only receive access to the Web Fonts through the Adobe Typekit Service after the following have been satisfied: (a) Berthold has received the License Fee; and (b) Berthold has accepted the Berthold Order Form. Thereafter, Berthold will send to Licensee the Berthold Voucher Email that will provide a unique voucher link for Licensee to redeem the voucher thereby enabling access to the Web Fonts.

Licensee acknowledges and agrees that to use the Web Fonts as contemplated by this Agreement, Licensee must have entered into an Adobe Typekit Service Agreement and must have paid any applicable service fee to Adobe. Licensee may only use the Web Fonts through the Adobe Typekit Account and may only use the Web Fonts for Licensee's Website(s). Licensee must not use the Web Fonts on an unauthorized internet domain (e.g. any web site not identified on the Berthold Voucher Email).

For the avoidance of doubt, Licensee's Adobe Typekit Service Agreement cannot and does not provide Licensee any additional usage rights for the

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14. Notice. Any notice required by the Agreement shall be in writing and effective when received. Notices shall be sufficient if given in writing and (a) hand-delivered, (b) sent by email with confirmation of receipt, (c) sent by First Class Mail, return receipt requested and postage pre-paid, or (d) sent by Federal Express or a similar courier service. All notices addressed to Licensee must be sent to the applicable address set forth on the Order Form. All notices addressed to Berthold must be sent to the applicable address set forth in the "Contacting Berthold" section below. For email notices, "confirmation of receipt" shall occur if there is no return delivery within twenty-four (24) hours of sending the notice. For delivery via Federal Express or similar courier service, "confirmation of receipt" shall occur should a party refuse to accept delivery. Licensee may change its "notice" address by giving notice to Berthold under this provision. Berthold may change its "notice" address by updating its mailing address on its website. In the event the intended recipient refuses to accept delivery of notice, notice shall be deemed given on the date recipient refuses acceptance of

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notice.

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16. Authority. Licensee represents that Licensee has the full power and authority to enter into and perform the Agreement, and the person accepting this Agreement on Licensee's behalf has been duly authorized and empowered to enter into the Agreement.

17. Effective Date; Terms of Payment; No Refunds. The Agreement will become effective when Berthold sends the Berthold Voucher Email to Licensee in accordance with Section 5 above. The transaction is final and not disputable. Should Licensee fail to pay the full cost of the license (the "License Fee") or obtain a refund not authorized by Berthold, all license rights shall immediately terminate. Further, Berthold reserves the right to initiate proceedings to collect the License Fee and charge-back costs, along with all other costs and fees to which it is entitled as set forth in the "Governing Law" provision above.

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