

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 delivered until Berthold receives this completed and signed Web Font 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 _____

Character Set, check one. STD PRO PRO+

Monthly pageviews, check one.

500K 1MM 2MM 5MM 10MM

Delivery email* _____

Website** _____

Website Owner*** _____

Street Address _____

City _____

State/County _____

Zip/Postal Code _____

Phone Number _____

email address _____

Website Owner Signature _____

Print Name _____

Title _____

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

* This is the email address for delivery of the Web Fonts in WOFF and WOFF2 formats.

** 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 confirms acceptance of the attached Berthold Web Fonts License Agreement. A third-party cannot sign for their client.

Web Fonts License Agreement via Self-Hosting

These terms and conditions create a contract between you and Berthold. Please carefully read this Berthold Web Fonts License Agreement via Self-Hosting (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.

“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.

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

“Licensee’s Website(s)” mean a particular domain name or names, including subdomains, owned by Licensee and identified on the Berthold Order Form. Although Licensee may have multiple web sites, only web sites identified on the Berthold Order Form are covered by the Agreement. Moreover, a single Licensee Website may be referred to as Licensee’s Website(s) in this Agreement. Licensee’s Website(s) must be for Licensee’s products, services, ideas, etc., and not for another person or entity.

“Pageviews” means the increment used to count the number of requests received by or through servers on the Self-Hosted Network to load each respective Web Font for viewing on Licensee’s Website(s). The “Maximum Number of Pageviews” is listed on the Berthold .

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“Self-Hosted Network” means Licensee’s computers and/or servers on and through which Licensee’s Website(s) are hosted.

“Use” means to design and publish Licensee’s Website(s) by accessing the Web Fonts through the Self-Hosted Network.

“Web Fonts” means each of the web-formatted font versions of the Font Software created by Berthold, including any updates and permitted copies. Although Licensee may have licensed only one Web Font, that single Web Font shall be referred to as Web Fonts in this Berthold Web Fonts Self-Hosted License Agreement. The Web Fonts are identified on the Berthold Order Form. The term “Web Fonts” includes the Font Software.

2. Binding Agreement. Licensee understands and agrees that this is not a contract for sale of the Web Fonts, but a license to use the Web Fonts subject to the terms and conditions of the Agreement. Licensee is bound by the Agreement and acknowledges that all use of the Web Fonts is governed by the Agreement. If Licensee is a business or entity, Licensee agrees to notify its employees and authorized agents of the terms and conditions of the Agreement before they are given access to the Web Fonts.

3. Limited License: Web Use Only. Berthold grants Licensee a non-exclusive, non-assignable, non-transferable (except as expressly permitted herein), limited right to Use the Web Fonts on Licensee’s Website(s) for up to the Maximum Number of Pageviews. Licensee may only Use the Web Fonts through the Self-Hosted Network in accordance with the terms of this Agreement. Berthold will deliver the Web Fonts in industry-standard formats (WOFF and WOFF2) for use via the CSS @font-face rule. Licensee may only use the Web Fonts (including any updates) delivered to Licensee by Berthold. Except as expressly provided in this Section, Licensee may not otherwise use the Web Fonts.

4. Licensee’s Responsibilities. Licensee must ensure the Web Fonts are available only for the process of styling text for display on Licensee’s Web Site(s). Further, Licensee must prevent unlicensed third-party access (e.g. hotlinking), and disallow direct download of the Web Fonts unrelated to the process of styling text for Licensee’s Website(s). Licensee must monitor Pageviews and maintain records of Pageviews showing weekly, monthly and yearly usage, and retain copies of those records for two (2) years. Should Licensee desire to increase the Maximum Number of Pageviews, increase the number of Web Fonts or add more websites to Licensee’s



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Website(s), Licensee must contact Berthold to update its license and pay the applicable license fees.

5. Permitted Copies. Licensee may not duplicate or copy the Web Fonts except as needed to use them as expressly permitted by this Agreement. However, you may make one (1) copy of the Web Fonts for backup purposes. All permitted copies you make must contain the exact copyright, trademark and other proprietary notices that appear on and/or in the Web Fonts.

6. 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.

7. No Other Use. Licensee is granted only the rights expressly stated in this Agreement, and may not use the Web Fonts in any other manner. All rights not expressly granted herein are expressly retained by Berthold. In addition to other prohibited uses described in this Agreement and without limitation, Licensee understands and agrees that below are examples of uses that are NOT permitted without purchasing additional licensing rights from Berthold:

- (a) Licensee may not, in its capacity as an agency that provides web or graphic design, advertising, marketing or similar services to customers or clients, use the Web Fonts to create and/or maintain websites for those customers or clients.
- (b) Licensee may not use the Web Fonts for any reseller platform (e.g. blogging platforms, social network profiles, custom merchandise-generating applications, etc.) you may operate that allows customers or clients to choose fonts for websites or other products.
- (c) Licensee may not share, nor allow any person who is not Licensee's employee nor allow any entity other than Licensee, to use the Web Fonts through the Self-Hosted Network.
- (d) Licensee may not convert the Web Fonts into any other format (TTF, OTF, EOT, SVG, etc.) or create WOFF/WOFF2 subset versions.
- (e) This license is not for desktop or print use of the Web Fonts.
- (f) This license does not permit hosting the Web Fonts with "web font

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services” such as Adobe Font (formerly Typekit), Webtype, Fontdeck, Google Fonts, Fonts Live, TypeFront, Fontspring, etc.

(g) This license does not cover the desktop or corporate license rights.

Should Licensee desire to obtain rights to license Berthold fonts for other uses such as print, e-publications, videos, apps, electronic displays, games, movies, kiosks, etc., Licensee should contact Berthold to obtain information regarding such licensing and associated fees.

8. Intellectual Property Rights. Licensee acknowledges and agrees that the Font Software and permitted copies, and the trademarks associated therewith, are the intellectual property of Berthold. Licensee agrees that the Font Software is protected by copyright including without limitation, by United States Copyright Law, international treaty provisions, and applicable laws in the jurisdiction of use. Berthold reserves all rights under these laws.

Licensee further acknowledges and agrees that Berthold owns all rights, title and interest in and to the Font Software (and permitted copies), its structure, organization, code and related files, including all intellectual and industrial property rights therein such as copyright, design and trademark rights. Licensee agrees that the structure, organization and code of the Font Software are valuable trade secrets and confidential information of Berthold. Licensee agrees that any intentional or negligent use of the Web Fonts not expressly permitted by the Agreement constitutes an infringement of intellectual and industrial property rights.

9. Transfer. Licensee may not assign any right granted under this Agreement, without Berthold’s prior written permission of Berthold (which may require payment of additional licensing fees and/or execution of a new license agreement) Licensee must not assign any right granted under this Agreement.

10. Compliance. Licensee represents and warrants that Licensee is using the Web Fonts in a manner that complies with the limited usage rights granted in this Agreement. Licensee further agrees that, within thirty (30) days of receipt of a written request from Berthold, it will fully document and certify that use of any and all Berthold font software in its possession at the time of the request conforms with its license(s) from Berthold. If Licensee fails to fully comply with a written request from Berthold within thirty (30) days of receipt, Licensee agrees that Berthold may perform a font audit at a time and in a manner that is reasonably calculated to cause the least disruption to Licensee’s business. Should Berthold discover, through an

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audit or otherwise, unlicensed usage of any Berthold font software by Licensee, then Licensee will have thirty (30) days following receipt of notice from Berthold to enter into a corrective license with Berthold subject to payment of licensing fees and execution of a written agreement.

11. Termination. The license rights granted under this Agreement are perpetual. Notwithstanding, the license rights under this Agreement will immediately and automatically terminate without notice if the Licensee fails to comply with any term or condition of this Agreement, or upon the Licensee's bankruptcy. Upon termination, the Licensee must immediately cease using the Web Fonts. The balance of the Agreement shall survive any such termination of license rights. The termination of the license rights granted under the Agreement shall not preclude Berthold from taking legal action against Licensee related to any breach of the Agreement or other misuse of the Font Software.

12. Warranty Disclaimer. THE WEB FONTS ARE PROVIDED "AS IS." BERTHOLD DOES NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS THAT MAY BE OBTAINED BY USING THE WEB FONTS. EXCEPT FOR ANY WARRANTY WHICH MAY NOT BE LIMITED OR EXCLUDED BY LAW, BERTHOLD EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES AND MAKES NO WARRANTIES, CONDITIONS, REPRESENTATIONS OR TERMS, EXPRESS OR IMPLIED, WHETHER BY STATUTE, COMMON LAW, CUSTOM, USAGE OR OTHERWISE AS TO OTHER MATTERS, INCLUDING WITHOUT LIMITATION, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, TITLE, INTEGRATION, SATISFACTORY QUALITY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. To the greatest extent permitted by law, any implied warranties not effectively excluded by the Agreement are limited to ninety (90) days.

13. Limitation of Liability. TO THE EXTENT NOT PROHIBITED BY LAW, BERTHOLD SHALL NOT BE LIABLE FOR: (A) NEGLIGENCE; (B) ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO THE LICENSEE'S USE OR INABILITY TO USE THE WEB FONTS, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF BERTHOLD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (C) DAMAGES ARISING FROM ANY CLAIM AGAINST LICENSEE BY ANY THIRD PARTY EVEN IF BERTHOLD HAS BEEN

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ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LICENSEE'S EXCLUSIVE REMEDY SHALL BE REPAIR OF THE WEB FONTS OR REFUND OF THE LICENSE FEE (defined below). TO THE MAXIMUM EXTENT PERMITTED BY LAW, LICENSEE AGREES TO LIMIT BERTHOLD'S LIABILITY FOR ANY LOSS OR DAMAGE TO THE LICENSE FEE PAID UNDER THIS AGREEMENT. THE LIMITATIONS IN THIS SECTION SHALL APPLY REGARDLESS OF THE CAUSE OF ACTION OR LEGAL THEORY PLED OR ASSERTED. The foregoing limitations will apply even if the above-stated remedy fails of its essential purpose.

14. Governing Law. The Agreement is governed by the laws of Illinois, U.S.A., without regard for its conflict of laws considerations and excluding the United Nations Convention on Contracts for the International Sale of Goods. This Agreement shall be deemed to have been entered into in Illinois. Licensee expressly agrees that all disputes related to this Agreement will be resolved exclusively in the Circuit Court of Cook County, Illinois, U.S.A., or the United States District Court for the Northern District of Illinois, U.S.A. Both Licensee and Berthold consent to the personal jurisdiction and venue of those courts and waive all defenses related to this jurisdiction and venue. Licensee further agrees to service of process by any of the methods provided under the "Notice" section below and, if applicable, expressly waives the rights and requirements of The Hague Convention. If any part of the Agreement is found void and unenforceable the balance of the Agreement will remain valid and enforceable according to its terms. Should Berthold bring any lawsuit or proceeding against Licensee to enforce the Agreement, including any act to enforce payment of any amounts due under the Agreement, Berthold shall be entitled to receive its costs and reasonable attorneys' fees incurred to enforce the Agreement.

15. 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"

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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 notice.

16. Entire Agreement. The Agreement, including the completed and signed Berthold Order Form, represents the entire agreement between Licensee and Berthold in connection with its subject matter. The Agreement supersedes any other "Agreement" previously displayed on this web site, and/or any prior agreements between Licensee and Berthold in connection with its subject matter. The Agreement may only be modified by Berthold and in a writing that expressly states that such writing is intended to modify the Agreement. If any provision of the Agreement is found to be invalid or unenforceable, the remaining provisions shall be given full force and effect.

17. 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.

18. Effective Date; Terms of Payment; No Refunds. The Agreement will become effective upon Licensee’s acceptance of its terms and Berthold’s receipt of payment of the full cost of the license (the “License Fee”) stated in the confirmation email received by Licensee identifying the cost of the license, and Licensee’s contact details. 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.

19. U.S. Government Contracts. If the Web Fonts licensed to Licensee by Berthold are acquired under the terms of a: (i) GSA contract – use, reproduction, or disclosure is subject to the restrictions set forth in the applicable ADP Schedule contract; (ii) DOD contract – use, duplication, or disclosure by the Government is subject to the applicable restrictions set forth in DFARS 252.277-7013; (iii) Civilian Agency contract – use, reproduction, or disclosure is subject to FAR 52.277-19 (a)-(d) and the restrictions set forth in the Agreement.

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20. Tax Notice. In addition to payment of the License Fee, Licensee shall pay, indemnify and hold Berthold harmless from, any sales, use, excise, import or export, value added or similar tax or duty (not based on Berthold's net income) owing to any government arising from or related to this Agreement, including any penalties and interest, as well as any costs associated with the collection or withhold thereof and all governmental permit fees, license fees, and all customs, duty, tariff and similar fees levied or based upon the License Fee or upon this Agreement, and any cost associated with the collection of any of the foregoing items. Licensee shall be responsible for obtaining, at its expense, all required import licenses, permits or other governmental orders, if any.

21. Contacting Berthold. Ordering instructions, support requests, additional licensing inquiries and other questions should be sent via e-mail to sales@bertholdtypegroup.com.