



## End User License Agreement (EULA) for Trial Fonts

### 1. NOTICE TO USER

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The end user license agreement (hereafter referred to as "the Agreement") is made between you, the end-user (hereafter referred to as "licensee") and Stefan Biedermann / DSLFonts Type Foundry, the licensor (hereafter referred to as "DSL F").

This agreement sets forth the terms and conditions according to which DSL F grants to you the right to use the typeface design and the Font Software of DSL F (both together hereafter also referred to briefly as „Font Software“). The agreement becomes a binding contract especially (i) when you click on the area marked "confirm purchase" or when opening the packaging (zip-file) containing the font files or when downloading the font software or when you accept the agreement by other means or (ii) if you acquire Font Software of DSL F on storage media. In any case this applies irrespective by whatever means and in which ever file format the font is provided

### 2. COPYRIGHT

You agree that the typeface design and Font Software of DSL F is a peculiar intellectual creation of DSL F. You acknowledge that typeface design and the Font Software of DSL F is protected under the laws of Austria including the copyright law ("Urheberrechtsgesetz") and other intellectual property rights according to international treaties.

### 3. GRANT OF LICENSE

Subject to the terms and conditions of this agreement DSL F grants you a personal, permanent, non-exclusive, non-assignable, non-transferable license to access the Font Software in accordance with the "Trial License" set out below.

### 4. TRIAL LICENSE

DSL F trial fonts have a limited character set and reduced or no OpenType features, you can download these fonts in otf format free of charge. You are allowed to install the trial fonts software on up to 5 of your computer/devices and use it for testing and evaluation purposes only. You may use the trial fonts to create mock-ups and design proposals for your client. If you want to use the font for a public commercial or non-commercial project, an appropriate license needs to be purchased first.

### 5. LICENSEE'S OBLIGATIONS

You are responsible for and must take all appropriate measures to ensure that the Font Software cannot be used or accessed by any unlicensed third party or the general public.

You are not allowed to transfer the right to use the Font Software as stated in this Agreement or any of your rights hereunder to any other third party.

You are not allowed to modify, adapt, translate, reverse engineer, decompile, disassemble, convert to other file formats or create derivative works of the Font Software in any way and you may not engage any third party to do so without the written permission of DSL F.

If you require any custom adaptations please get in touch. DSL F can create individual font files for you for an additional fee.

You may not use the Font Software or images derived from it as AI training data to generate new typefaces based on it.

You are not allowed to share, rent, reproduce, sell, sublicense or otherwise distribute the Font Software or any copy thereof to any unlicensed third party.

You may not use the Font Software in any way that would allow an unlicensed third party to customize its own designs or create static documents, images or graphics for letterform or alphabet-related retail products. (e.g. online design services, print-on-demand services, etc.). If you wish to do so, please contact DSL F to purchase a specific license suitable for this purpose.

### 6. TERM / DURATION / TERMINATION:

All licenses are perpetual, but may be terminated by DSL F if the licensee violates the Agreement. DSL F has the right to charge for proper licensing per infringement or according to the actual use of the Font Software.

### 7. WARRANTY / LIMITATION OF LIABILITY

DSL F SHALL IN NO EVENT BE LIABLE TO THE LICENSEE OR ANY OTHER THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING DAMAGES FROM LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOST DATA OR LOST SAVINGS ARISING OUT OF THE USE OR INABILITY TO USE THE FONT SOFTWARE, EVEN IF NOTIFIED IN ADVANCE.

UNDER NO CIRCUMSTANCES SHALL DSL F'S LIABILITY EXCEED THE REPLACEMENT COST OF THE SOFTWARE.

YOU AGREE TO INDEMNIFY DSL F AGAINST ANY CLAIMS FOR DAMAGES ARISING FROM YOUR MISUSE OF THE FONT SOFTWARE OR BREACH OF THIS AGREEMENT

### 8. DATA PROTECTION / PRIVACY

DSL F stores customer data solely for the purpose of managing licenses and sales and to be able to grant you access to your customer login. DSL F will not share your data with unauthorized third parties under any circumstances.

### 9. MISCELLANEOUS / JURISDICTION

This Agreement may not be modified or amended except in writing signed by DSL F and the licensee; no other act, document, usage or custom will be deemed to amend or modify this Agreement.

DSL F and the licensee hereby represent and warrant that they have full corporate power and authority to enter into this Agreement without the consent of any other person, organization or entity, that this Agreement represents the valid and binding agreement of DSL F and the licensee enforceable in accordance with its terms.

If any provision contained in this Agreement is or becomes ineffective or is held to be invalid by a competent authority or court having final jurisdiction there over, all other provisions of this Agreement shall remain in full force and effect, and there shall be substituted for the said invalid provision a valid provisions having an economic effect as similar as possible to the original provision.

This Agreement shall be governed by and construed in all respects including any question regarding its existence, validity or termination in accordance with the laws of Austria. DSL F and the licensee disclaim the application of the United Nations Convention on Contracts for the International Sale of Goods

The courts of Vienna, Austria, shall have exclusive jurisdiction for any dispute arising out of or in connection with this Agreement.

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