

## Binnenland end user license agreement

Read it carefully before completing the installation process and using the Font Software. This agreement contains disclaimers of warranties and liability. With those purchase of the BINNENLAND 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.

BINNENLAND grants you a non-exclusive, non-transferable license to use the Font Software and Documentation, provided that you agree to the following:

### Article 1: Use of Font Software

#### 1-1

BINNENLAND gives you a limited, non-exclusive, non-transferable license to install and use BINNENLAND Font Software specified on your invoice (e.g. 5 end user licences means, on one to five computers) and one output device such as printer, an imagesetter or a film recorder on one physical location. If the font is placed on a font server, each device that accesses the server counts as one device. If your configuration exceeds this format, you are required to purchase additional licenses.

#### 1-2

You may not modify, adapt, translate, reverse engineer, decompile, disassemble, alter or otherwise copy the BINNENLAND Font Software. You are permitted to make a copy for personal archival purposes only. The BINNENLAND Font Software may not be sublicensed, sold, leased, rented, lent, or further distribute to another person or entity. You agree that you will not distribute any part of the software through any online service.

#### 1-3

You shall not transfer the License Agreement issued to you, to a third party, neither partially, nor completely. This License Agreement is non-transferable, unless you have written permission from BINNENLAND.

#### 1-4

The embedding of the BINNENLAND Font Software in PDF documents is allowed for the sole purpose of providing documents to printers or other outside suppliers for reproduction. Also embedding of the BINNENLAND Font Software in Flash documents is allowed for the sole purpose of creating vector graphics for inclusion on web pages and provided that the extraction of the Fonts is prohibited. To publish documents with embedded fonts (e.g. on Web, Mobile or Applications) you need a special license agreement, depending on the technology used and the scale of publishing.

#### 1-5

If you are an advertising agency, acting on behalf of an advertising agency or otherwise acting in a similar capacity or for the benefit of a third party, the purchase of a license for your client is required and depending upon the scope of the intended use, a further license upgrade and/or the purchase of a special license may also be required.

#### 1-6

Use of fonts for TV broadcasting, Cinema advertising, Movies, Streaming and Online TV is subject to additional licensing.

### Article 2: Copyrights

#### 2-1

You agree that the Font Software and Documentation, and all copies thereof, are owned by BINNENLAND, and such structure, organization, and code are valuable property of BINNENLAND. You acknowledge that the Font Software and the documentation is protected by the laws of Switzerland.

### Article 3: Limited Warranty

#### 3-1

All BINNENLAND fonts have been tested on standard "Mac OS X"- and "Windows 7/10"-driven computer systems.

If the Font Software doesn't perform substantially in accordance with the Documentation, the entire and exclusive liability and remedy shall be limited to either, at BINNENLAND's option the replacement of the Font Software, or the refund of the license fee you paid for the Font Software.

To make a warranty claim, you must return the Font Software to BINNENLAND with a copy of your sales receipt.

#### 3-2

BINNENLAND represents and warrants that the Font Software (which means the software itself as well as its typeface created by or derived from the Font Software) and use thereof in accordance with this License Agreement does not infringe upon any third parties' rights. BINNENLAND makes no warranties, express or implied as to merchantability, usability for a particular purpose. the font software was not manufactured for use in manufacturing control devices or navigation devices.

Without limiting the foregoing, BINNENLAND shall in no event be liable to the licenced user 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. even if a BINNENLAND representative has been advised of the possibility of such damages, or for any claim against you by any third party. under no circumstances shall BINNENLAND's liability exceed the replacement cost of the software.

#### 3-3

You agree to indemnify and hold BINNENLAND harmless from and against any claims or damage which may result from your breach of this License Agreement.

### Article 4: Withdrawal from the contract by BINNENLAND

#### 4-1

BINNENLAND prohibits any use of the font software with which legal provisions or the rights of a third party are violated. In these cases BINNENLAND has the right to withdraw from the license agreement and to terminate the right of use. This will eliminate any refund of incurred license fees.

BINNENLAND is entitled to terminate the license agreement if the applications of the Font software infringe morality to an unacceptable extent or if it is to be feared that this would violate human dignity, or a third party is discriminated because of its gender, descent, race, language, home and origin, belief, religious or political views, sexual identity or a disability, or the applications of the Font software in any other way encourages aspirations that are directed against the Constitution of Switzerland. In this case, no further right of use is issued, furthermore the use of the previously realised products with those Font software is omitted. In addition, there is no refund of any incurred license fees.

#### 4-2

The license is effective until terminated. BINNENLAND has the right to terminate your license immediately if you fail to comply with any terms of this Agreement. In addition, BINNENLAND reserves the right to claim punitive damages. Upon such termination you will destroy the original and any copies of the Font Software and related documentation.

Please bear in mind that font-piracy is illegal and punishable!

Binnenland

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