

This End User Licence Agreement for Font Software is a contract between you (the “End User”, “Customer”, “Licensee”) and BINNENLAND. By installing and/or embedding the licensed Font Software, defined in the License Invoice from BINNENLAND, in any native web, or hybrid apps on mobile or stationary devices, or applications, you agree to be bound by the terms and conditions of this License Agreement (“EULA”). This EULA, in conjunction with the License Invoice, confirms that you have the authority to bind the person or entity specified on your License Invoice to the terms of this Agreement.

This License allows for using the Font Software within the described use with the following rights, requirements and restrictions:

## Use of Font Software

### 1.1

BINNENLAND gives you a limited, non-exclusive, non-transferable license to install, embed and use the Font Software in any native web, or hybrid apps on mobile or stationary devices, or applications (for example on personal computers, smart phones, entertainment systems, game consoles, instruments and e-books). You may embed the Font Software into one Application, in a limited number of copies specified on your invoice (e.g. up to 1 K downloads/installations). You may embed the Font Software into unlimited, subsequent versions of this Application. If your configuration exceeds this format, you are required to purchase additional licenses.

## Requirements/Restrictions

### 2.1

The Font may not be redistributed with the Software’s source code. The Font may not be installed in the operating system that the Software runs on. The Font may not be embedded in Software that enables an End User to create custom typesetting with the Font. The Font may not be embedded in any files that the Software saves or exports.

## Third Parties and Transferability

### 3.1

You may provide a copy of the Font Software to a third-party app developer for the sole purpose of styling text in the Specified App. You shall ensure that the app developer agrees in writing to observe the terms and conditions of this Agreement and deletes all copies of the Font Software immediately after completing the work.

### 3.2

You may not distribute the Font to third parties or make the font publicly accessible except by embedding or linking in accordance with this EULA.

## Other Usage

### 4.1

Licenses for Desktop Computers, HTML Embedding and other uses are not granted with this License. For such use, you must obtain the appropriate License from BINNENLAND.

## Modifications

### 5.1

You may not modify, adapt, translate, reverse engineer, decompile, disassemble, alter or otherwise copy the BINNENLAND Font Software. You may not create derivative works based on the licensed Font Software except to generate files necessary for embedding or linking only as permitted by this EULA.

## Copyright

### 6.1

You understand and agrees that the Font Software, and all copies thereof, and the Licensed Fonts are the sole and exclusive property of BINNENLAND, and such structure, organization and code are the legal property of BINNENLAND. You acknowledge that the Font Software are protected by the laws of Switzerland.

## Limited Warranty

### 7.1

If the Font Software does not perform substantially, the entire and exclusive liability and remedy shall be limited to either, at BINNENLAND’s discretion, 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.

### 7.2

BINNENLAND makes no guarantees, express or implied, as to merchantability or usability for a particular purpose. The Font Software was not manufactured for use in manufacturing control devices or navigation devices or in circumstances that could result in environmental damage or personal injury. BINNENLAND shall in no event be liable to the Licensee or any other third-party for any direct, indirect, consequential, or incidental damage, 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 damage, or for any claim against you by any third-party. Under no circumstances shall BINNENLAND’s liability exceed the replacement cost of the software. Notwithstanding anything to the contrary in this Agreement, save in case of wilful intent or gross negligence, BINNENLAND shall not be liable for any claims by third parties as well

as any damage, loss and cost that you may incur or suffer.

### 7.3

BINNENLAND warrants and guarantees guarantees that the Font Software (which means the software itself as well as its Typeface and typographic designs; bitmap representations of the Typeface and typographic designs created by or derived from the Font Software) and use thereof in accordance with this EULA does not infringe upon any third-party rights.

### 7.4

You agree to indemnify BINNENLAND from any liability and against any and all costs (including legal costs), expenses, liabilities injuries losses, damages, claims, demands and judgments which may result from that party’s breach of this EULA.

Withdrawal from this Agreement by  
BINNENLAND

### 8.1

BINNENLAND prohibits any use of the Font Software in breach of law or the rights of a third party are violated. In such cases BINNENLAND has the right to withdraw from the license agreement and to terminate the right of use without a refund of incurred license fees. BINNENLAND is entitled to terminate the License Agreement if the application of the Font Software infringes morality to an unacceptable extent or if it is to be feared that it would violate human dignity, or a third party is discriminated against on grounds of gender, descent, race, language, home and origin, belief, religious or political views, sexual identity, or a disability. In such a case, no further right of use is issued, furthermore the use of any previously realized products with the Font Software is prohibited. In addition, there is no refund of any incurred license fees.

### 8.2

This License is effective until terminated. BINNENLAND has the right to terminate this EULA if the Licensee breaches any term of this EULA and does not remedy the breach within 30 days of notice of such breach. Upon such termination you will destroy the original and any copies of the Font Software.

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

BINNENLAND Application Font  
End User License Agreement  
Bern, Switzerland, Nov 2024