# VIP FONT LICENSING TERMS

Dinamo Typefaces GmbH Prinzenstraße 84, Aufgang 1, 10969 Berlin, Germany End User License Agreement Version 0.00

### **CONTRACT & GRANT OF RIGHTS**

This contract governs all use of fonts you get from our VIP platform. If you do anything with the fonts then you agree to the terms of this contract. We grant you a perpetual, worldwide, non-exclusive, non-transferable, non-assignable license to use the fonts for the purposes allowed by this contract. We retain ownership of the fonts and everything that's in them. Any rights that are not specifically given by us in this contract are reserved.

## PERMITTED USES

You can use the fonts to test them for projects. You can also share them with colleagues who are working with you on those projects, as long as those colleagues agree to these licensing terms. If the fonts get chosen for a project, a proper commercial license needs to be purchased before the project is made public. You can buy a license from our website or by contacting us at licensing@abcdinamo.com.

#### RESTRICTIONS

You're not allowed to:

- Make new fonts based on the design that's in the fonts
- Embed the fonts in a way that end users can access them
- Share the fonts with unauthorized third parties
- Use the fonts or the designs embodied in the fonts to train artificial intelligence
- Put the fonts on public servers
- Put the fonts in public repositories

#### **TERMINATION**

If you breach this contract then all of your rights automatically end and you have to stop using the fonts immediately. In addition to any legal recourse we have, you'll need to pay for any costs we incur, like legal fees and investigation costs.

# WARRANTIES, INDEMNITY & LIABILITY

We are providing the fonts on an "as-is" basis, without any express or implied warranties or representations like warranties of fitness for a particular purpose, merchantability, performance, non-infringement, etc. You warrant and represent that you have the right to enter into this contract and that your use of the fonts will not harm anyone, violate any law, or infringe on anyone's rights. You will indemnify, defend and hold us and our subsidiaries, affiliates, parents, partners and licensees harmless from and against any loss, cost, liability, damage or expense (including reasonable attorney's

fees and expenses) that we or such parties may incur or be liable for arising out of any breach of your obligations, representations, or warranties in this agreement. Neither party will be liable for any indirect, incidental, special, consequential, exemplary or punitive damages arising out of this agreement. Our maximum liability will never be more than a refund of the fees we received from you under this agreement. We produce fonts using modern technology and test them thoroughly, but we can't promise they'll work perfectly with old systems, proprietary systems, or cutting edge technologies. If you need the fonts modified to work in an environment that requires special or unusual engineering or if you need the fonts optimized for Microsoft Office, we can charge an engineering fee. Please do send us an e-mail at support@abcdinamo.com if you're having a problem.

#### **MISCELLANEOUS**

This contract contains the entire agreement between us and overrides any prior agreements or discussions. It can only be modified or amended if we agree in writing. If something in this contract turns out to be unenforceable, the rest remains and the unenforceable part will be replaced by the closest possible thing that is enforceable. If we waive a right or allow something once, that doesn't mean we have to do it again. This contract is governed by German law with exclusive jurisdiction in Berlin, Germany. Any legal proceedings or disputes will take place in Berlin. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this contract. Nor do any conflict of law principles.