

The Terms of this Test Font License Agreement (Agreement) will apply between basebranding™ (basebranding) and You (You, Your, Yours) if You download and use any of basebranding's Test Font Software (Test Fonts).

1. Permitted Use

The Test Fonts may be used within Your organisation only. You may use the Test Fonts to create test visualisations for presentation within Your company. You may present the Test Fonts through print, web or mobile applications. You may install the Test Fonts on as many devices within Your organisation as required to evaluate the Test Fonts. You may use the Fonts to deliver presentations to Your clients to demonstrate the potential use(s) of the Fonts. You may use the Test Fonts for as long as is required to make a decision on whether You will purchase the full license.

You must not use the Test Fonts for any commercial purposes. This includes, but is not limited to, any consumer or customer facing applications or presentations of the Font in the usual course of Your business, any commissions or any sales which include use of the Test Fonts.

You must not distribute the Test Fonts to any person, entity or organisation external to Your organisation. If You are a parent organisation entering into this Agreement on behalf of Your fully owned subsidiary, You must ensure Your subsidiary complies with this Agreement.

You must not modify, adapt, translate, reverse engineer, decompile, disassemble, alter or otherwise attempt to discover the source code of the Test Fonts or the designs embodied therein.

Basebranding has done everything to produce fonts to the highest and most up-to-date technical standards, basebranding test the fonts in the latest versions of several technically-compliant applications. If You do experience any difficulties with the fonts, basebranding will do everything to work with You to resolve any issues. Basebranding does not take on any liability in this transaction. You are using the fonts on your own risk.

2. Ownership

By entering into this Agreement, You acknowledge basebranding retains full ownership of the Test Fonts, and all intellectual property rights, including copyright, relating to the Test Fonts. This Agreement grants You a limited right to use the Test Fonts as per the permitted uses only.

3. Commercial Use

If You wish to use the Test Fonts for commercial purposes, You must contact basebranding to purchase a separate license for the full version of the fonts.

The Terms of this End User Licence Agreement (Agreement) will apply between basebranding™ (basebranding) and You (You, Your, Yours) if You purchase a licence or licences to use basebranding's Font Software (Fonts).

When You purchase a Font, You are purchasing the right to use that Font under a particular set of conditions. These conditions range from, for example, how many computers the Font can be installed on, to whether it can be embedded in digital documents. It is important to read and understand this Agreement because it defines Your rights, the acceptable uses of the Fonts, and the rights basebranding reserves. If You believe Your usage or need is not addressed, or if You are unsure of the meaning of any term or condition, please ask basebranding before making a purchase.

Basebranding agrees to grant You a licence or licences to use the Fonts on the terms of this Agreement and provided that You comply with these terms, in perpetuity. The fee You have paid for the licensed use of the Fonts is a one-off. There are no recurring payments. This license allows You to use the Fonts worldwide.

This licence is not exclusive to You, may not be transferred by You, and can be revoked by basebranding.

If You are a parent company purchasing the Fonts for a wholly or partly owned subsidiary, You must ensure Your subsidiary complies with the terms and conditions of this Agreement. Any breach of this Agreement by Your subsidiary will be deemed a breach by You.

You agree that basebranding owns all rights, including (without limitation) intellectual property rights, and title in and to the Fonts and all trademarks, registered and unregistered which are used in or in relation to the Fonts.

#### Definitions.

- 1a. "basebranding" is basebranding™, the trading brand.
- 1b. "You", "Your" and the "End User" are defined as and refer to a customer who has purchased a licence to use the Font. An End User is not defined as a distributor, reseller, dealer, sub-licensee, original equipment manufacturer ("OEM"), wholesale buyer or any similar entity. Basebranding Fonts and products may not be distributed and/or sold to third parties without prior written consent from basebranding.
- 1c. "Font", "Fonts" or "Font Software" have identical meanings in this agreement. They are defined as the designs of the Fonts and the Software identified on Your Sales Receipt that produces a typeface design(s) together with any other artworks that may be associated with the Font.
- 1d. "Sales Receipt" means the electronic document You receive, via PayPal as confirmation of the Fonts purchased.

#### Permitted Uses and Restrictions.

- 2a. Installation  
The Fonts may be installed and used on the number of computing devices identified on Your Sales Receipt. For example, the purchase of a 1-3 CPU Licence allows for the installation and use of the Font on up to three (3) computing devices. Fonts may not be stored or used in any manner that makes them accessible to the public or non-licensed third parties. For the purposes of clarity, this licence is for individual users or organisations purchasing for employees only. Under no circumstances may the licensed Fonts be shared with contractors, freelance employees, or affiliates. You may add more computing devices to Your licence by purchasing additional licences.
- 2b. Font File Protection  
You agree to use reasonable measures to protect the Fonts from access and use by unlicensed third-parties. If You discover or are made aware of any unauthorised access and/or use by an unlicensed third party, You agree to notify basebranding as soon as is reasonable.
- 2c. Authorised Use  
Authorised uses of the Fonts include: the production of paper publications like newspapers, books and magazines; print advertising; vinyl or printed signage; logos and logotypes; corporate documents; newsletters and annual reports; images for print and web (static images only); embedding in ePub publications; product/merchandise packaging; marketing materials; presentations (e.g. Powerpoint); film and video (non-broadcast). You agree to indemnify basebranding for any third party claim that arises as a result of any unauthorised use by You of the Fonts.

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- 2d.     Service Bureau/Printers  
To reproduce a particular document, You may provide a copy of the specified Fonts to a commercial printer or service bureau. Afterwards, the printer or service bureau must destroy the copies of the Fonts and You agree to take reasonable steps to ensure this happens.
- 2e.     Back-up Copies  
You may make one (1) copy of the Fonts for back-up purposes only. Copies must contain the same documentation, copyright, trademark, and other proprietary notices that appear on, in or with the Fonts. You must keep this back-up copy secure and must not allow any third party to have access to it. You will indemnify basebranding for all costs, damages or losses incurred as a result of Your failure to comply with this clause. If You discover or are made aware of any unauthorised access and/or use of the back-up copy by an unlicensed third party, You agree to notify basebranding as soon as is reasonable.
- 2f.     Embedding of Fonts  
The embedding of Fonts into digital documents, like PDFs, is permitted so long as i) the Font Software is subset, ii) the document text can be viewed and printed but not edited, and iii) reasonable measures are taken to ensure recipients of such documents cannot extract or use the embedded Fonts. Rasterized copies of images showing the Font are permitted provided the images do not result in all or substantially all of the characters comprising the Font. If the resulting images show most or all of the Font characters, a rasterized showing of the Font is not permitted.
- 2g.     Web Fonts, @font-face and Font Linking  
Using basebranding Fonts with the CSS rule @font-face, Cufòn, or other forms of font linking, regardless of format, are strictly prohibited under this Agreement. A separate Web Font licence and accompanying software is available from basebranding for this purpose.
- 2h.     Modifications  
You may create outline artworks based upon the Fonts for Your personal or business use. However, the use of any font creation or font manipulation program or any attempt to modify the Font for the purposes of creating a usable, derivative or substitute version of the Font is prohibited. Under no circumstances may You modify, adapt, translate, reverse engineer, decompile, disassemble, alter, or otherwise attempt to discover the source code of the Fonts or the designs embodied therein. You further agree not to commission or authorise any third party to undertake modifications to the Fonts without prior written consent from basebranding. Consent may or may not be granted at basebranding's sole discretion.
- Rights Reserved
- 3a.     You expressly acknowledge that the Font Software, the designs embodied therein, the trade names and/or trademarks and copyrights associated therewith are each the exclusive property of basebranding. All rights not expressly granted under this licence are reserved to basebranding.
- 3b.     You agree that the Fonts and the design of the Fonts embodied therein are owned by basebranding and the Fonts' structure, organisation and code are the valuable trade secrets of basebranding. You acknowledge that the Fonts are, among other means, protected under Australian trademark and/or copyright law, by the trademark and/or copyright and design laws of other nations, and by international treaties.
- 3c.     At basebranding's request, You agree to provide an audit to confirm the Desktop Fonts You are consuming match Your Sales Receipt. Basebranding will give You at least 5 business days' notice to complete the audit.
- Warranties and Limitations
- 4a.     Basebranding represents and warrants that the Fonts will perform substantially in accordance with the representations made herein. To make a warranty claim, You must notify the source from which You obtained the Fonts together with a copy of Your Sales Receipt. If the Font does not perform substantially in accordance with the representations, the entire and exclusive liability and remedy shall be limited to the replacement of the Font Software or the refund of the licence fee You paid for the Fonts, as an authorised officer of basebranding may elect. Basebranding and its suppliers do not and cannot warrant the performance or results You may obtain by using the Fonts. It is Your responsibility to ensure that the Fonts are fit for Your purpose.
- 4b.     Basebranding expressly disclaims all warranties, express and implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular

purpose. Basebranding does not warrant that the operation of the Fonts will be unimpeded, uninterrupted or error-free, or that the Fonts are without defects. Without limiting the foregoing under no circumstances shall basebranding be liable to You or any other party, whether in contract or tort (including negligence) or otherwise, for any indirect losses, special, consequential, or incidental damages, including lost profits, lost savings, loss of data, or business interruption as a result of the use of or the inability to use the Fonts even if notified in advance of such possibility.

5. Termination

Any breach of the terms and conditions of this agreement terminates Your license to use the fonts. After any termination of the agreement You agree to immediately discontinue using and delete the Fonts and certify that no copy remains in Your possession or control.

Choice of Law and Agreements

- 6a. You agree that this Agreement between basebranding and You was formed in Australia, and any cause of action arising from it, arises in Australia and will be governed by and construed in accordance with the laws of Australia and within the exclusive jurisdiction of the Australian courts.
- 6b. Basebranding may at any time amend the terms under which it licences the use of the Fonts to You. Basebranding will make such amended terms available at [www.berlin-grotesk.com](http://www.berlin-grotesk.com). You agree that Your continued use of the Desktop Fonts means You accept the amended terms. Non-acceptance of the amended terms terminates this Agreement.

The Terms of this End User Licence Agreement (Agreement) will apply between basebranding™ (basebranding) and You (You, Your, Yours) if You purchase a licence or licences to use basebranding's Font Software (Web Fonts).

When You purchase a Web Font, You are purchasing the right to use that Web Font under a particular set of conditions. These conditions range from, for example, how many domains the Font can be used on to whether it can be embedded in digital applications. It is important to read and understand this Agreement because it defines Your rights, the acceptable uses of our Web Fonts, and the rights basebranding reserves. If You believe Your usage or need is not addressed, or if You are unsure of the meaning of any term or condition, please ask basebranding before making a purchase.

Basebranding agrees to grant You a licence or licences to use the Fonts on the terms of this Agreement and provided that You comply with these terms, in perpetuity. The fee You have paid for the licensed use of the Fonts is a one-off. There are no recurring payments. This license allows You to use the Fonts worldwide.

This licence is not exclusive to You, may not be transferred by You, and can be revoked by basebranding.

If You are a parent company purchasing the Fonts for a wholly or partly owned subsidiary, You must ensure Your subsidiary complies with the terms and conditions of this Agreement. Any breach of this Agreement by Your subsidiary will be deemed a breach by You.

You agree that basebranding owns all rights, including (without limitation) intellectual property rights, and title in and to the Web Fonts and all trademarks, registered and unregistered which are used in or in relation to the Web Fonts.

#### Definitions

- 1a. "basebranding" is basebranding™, the trading brand.
- 1b. The user, "You", "Your" and the "End User" are understood as the licensee of the Web Fonts and the party that owns the domain of a website using or planning to use basebranding Web Fonts. It is understood that You also control the content of the licensed websites. An end user cannot be a distributor, reseller, dealer, sub-licensee, original equipment manufacturer ("OEM"), server administrator, wholesale buyer of software, or any similar entity. Basebranding Web Fonts and software products may not be distributed and/or sold to third parties without basebranding's prior written consent.
- 1c. A "Web Font" is type face Font software that has been created, optimised, translated or otherwise specially modified for use on the Internet for styling or viewing text on a website.
- 1d. The "domain" is the host name of a website's home page. The domain may be comprised of one unique second-level domain name (as in "example" of http://www.example.com), multiple top-level domains (as in .com, .org, .fr), and multiple sub-domains (as in "shop" of shop.example.com, or "blog" of blog.example.com). Under this license You must own the domain and control the content of the licensed websites.
- 1e. A "website" is defined as a collection of related web pages organised under a single domain. The website may be viewed with a web browser and/or via a web-based mobile app provided that the Web Fonts are not included or embedded as explained in section 2e.
- 1f. "Sales Receipt" means the electronic document You receive via PayPal as confirmation of the Web Fonts purchased.

#### Permitted Uses and Restrictions

- 2a. Allowed Domains and Implementation  
The Web Fonts may be used for styling text on Your website via the CSS @font-face rule for Your domain. Only the WOFF (".woff", ".woff2", Web Open Font Format) and EOT (".eot", Embedded OpenType) Web Font files provided by basebranding may be used. The use of alternate formats (such as TTF, SVG, or OTF) is expressly prohibited. Viewing and printing pages of the website using the Web Fonts is allowed. The Web Fonts are licensed for Your use only. You may not use the Web Fonts as a tool or resource for third parties to create customised products or documents. Further, the Web Fonts may not be served to unlicensed domains, even if they are hosted on a licensed domain. If You discover or are made aware of any unauthorised access and/or use by an unlicensed third party, You agree to notify basebranding as soon as is reasonable.
- 2b. Page View Limitations  
A page view is one request for the viewing of a page of Your website. The average monthly

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traffic of Your website, measured in page views over the span of three consecutive months, must not exceed the amount shown on Your Sales Receipt. If it does, You must purchase a license upgrade for the increased page view amount.

2c. Web Fonts File Protection

You agree to use reasonable measures to ensure the Web Fonts are available only for the process of styling text on Your website. At a minimum, and by way of illustration not limitation, reasonable measures include a.) preventing unlicensed third-party access, i.e. hotlinking and b.) not allowing direct download of the Web Fonts unrelated to the process of styling text for Your website.

2d. Back-up Copies

You may make one (1) copy of the Web Fonts for back-up purposes only. Copies must contain the same documentation, copyright, trademark, and other proprietary notices that appear on, in or with the Web Fonts. You must keep this back-up copy secure and must take all reasonable steps to prevent any third-party to have access to it. You will indemnify basebranding for all costs, damages or losses incurred as a result of Your failure to comply with this clause. If You discover or are made aware of any unauthorised access and/or use of the back-up copy by an unlicensed third party, You agree to notify basebranding as soon as is reasonable.

2e. No Modifications, No Embedding

You are not permitted to modify, adapt, translate, reformat, reverse engineer, decompile, disassemble, alter or attempt to discover the computer code of the Web Fonts or the designs embodied therein. The embedding or inclusion of basebranding Web Fonts, or the designs forming the Web Fonts, in software, hardware, digital documents, apps, applications, devices or in any other form is prohibited. If You wish to use the Fonts for such purposes, contact basebranding to discuss.

2f. Web Usage Only

The use of basebranding Web Fonts on a desktop, laptop, workstation computer, or for any uses not expressly permitted herein is prohibited. If You wish to use the Web Fonts in a manner not permitted by this license, You must secure a separate license and/or a license extension by contacting basebranding directly.

2g. Development Environment

You may use the Web Fonts in a secure development environment controlled by You. The secure development environment must be for work specifically related to Your domain.

Rights Reserved

3a. You expressly acknowledge that the Web Fonts, the designs embodied therein, the trade names and/or the associated trademarks and copyrights are each the exclusive property of basebranding. All rights not expressly granted under this license are reserved to basebranding.

3b. You agree that the Web Fonts and the designs embodied therein are owned by basebranding and the Web Fonts' structure, organisation and code are the valuable trade secrets of basebranding. You acknowledge that the Web Fonts are, among other means, protected under Australian trademark and/or copyright law, by the trademark and/or copyright and design laws of other nations, and by international treaties. Furthermore, You are not permitted to regenerate or translate the Web Fonts into other formats and the creation of any derivative works based upon the Web Fonts or the designs of the Web Fonts are expressly prohibited.

3c. At basebranding's request, You agree to provide an audit to confirm the Web Fonts You are consuming match Your Sales Receipt. Basebranding will give You at least 5 business days' notice to complete the audit.

Warranties and Limitations

4a. Basebranding represents and warrants that the Web Fonts will perform substantially in accordance with the representations made herein. To make a warranty claim, You must notify the source from which You obtained the Web Fonts together with a copy of Your Sales Receipt. If the Web Fonts do not perform substantially in accordance with the representations, the entire and exclusive liability and remedy shall be limited to the replacement of the Web Fonts or the refund of the license fee You paid for the Web Fonts. Basebranding does not and cannot warrant the performance or results You may obtain by using the Web Fonts.

4b. Basebranding expressly disclaims all warranties, express and implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Basebranding does not warrant that the operation of the Web Fonts will be

unimpeded, uninterrupted or error-free, or that the Web Fonts are without defects. Without limiting the foregoing under no circumstances shall basebranding be liable to You or any other party, whether in contract or tort (including negligence) or otherwise, for any indirect losses, special, consequential, or incidental damages, including lost profits, lost savings, loss of data, or business interruption as a result of the use of or the inability to use the Web Fonts even if notified in advance of such possibility.

5. Transfer of Licensed Domain

You may transfer the rights to use the Web Fonts to a different domain owned by You and the content of which You control. You must notify basebranding, in writing, of the transfer and the new domain identity. Further, You must delete the Web Fonts from the server on the previously licensed domain immediately upon transfer to the new domain. Transfer of this license to a third party is not permitted.

6. Termination

Any breach of the terms of this Agreement shall be cause for immediate termination without the obligation of notice or opportunity to cure. Basebranding shall be entitled to seek any and all remedies under law or equity, including injunctive relief without the obligation of security or bond. You agree to immediately discontinue using and delete the Web Font software and certify that no copy remains in Your possession or control.

7. Dispute Resolution

Any dispute or difference arising out of or in connection with this Agreement will be referred to and finally resolved by arbitration in Australia in accordance with Australian law. The arbitration shall be by one arbitrator to be agreed upon by both You and basebranding and if both parties cannot agree within twenty-one (21) days from the date upon which the dispute arises then an arbitrator will be appointed.

Choice of Law and Agreements

8a. You agree that this Agreement will be governed by and construed in accordance with the laws of Australia and You submit to the exclusive jurisdiction of the Australian Courts except where urgent injunctive relief is required.

8b. Basebranding may at any time amend the terms under which it licences the use of the Web Fonts without prior notification to You. Basebranding will make such amended terms available at [www.berlin-grotesk.com](http://www.berlin-grotesk.com). You agree that Your continued use of the Web Fonts means You accept the amended terms. Non-acceptance of the amended terms terminates this Agreement.

8c. This Agreement embodies the entire understanding between basebranding and You and supersedes all prior arrangements or understandings. If an applicable Court declares any part of it to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.