

The Berthold Exklusiv Collection
http://www.bertholdtypes.com

http://www.bertholdwebfonts.com

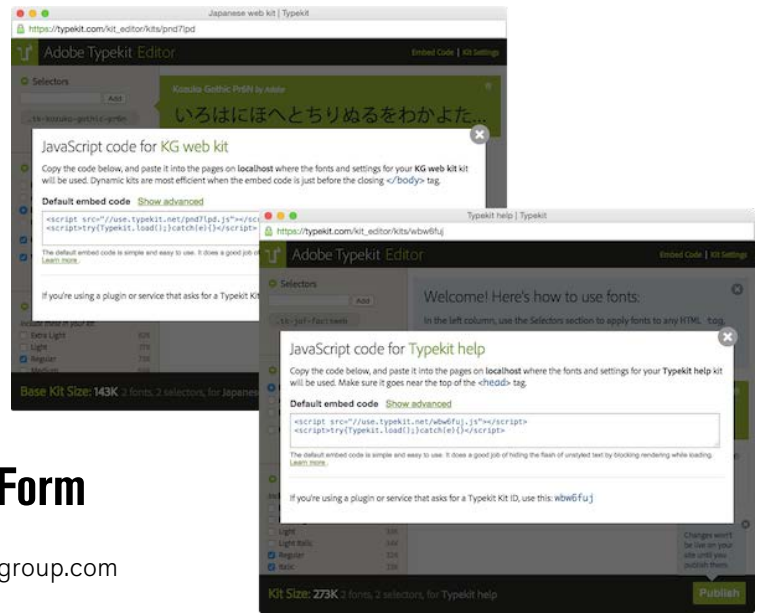
Berthold Type Group LLC

Berthold

Web Fonts License & Order Form

EMAIL THIS FORM TO: sales@bertholdtypegroup.com

The Berthold Web Font Software cannot be activated on until Berthold receives this completed and signed Web Font License and Order Form.



TO BE COMPLETED BY OWNER OF THE WEBSITE

Order Number _____

Order Date _____

Web Font Name _____

Web Font Name _____

Web Font Name _____

Web Font Name _____

Web Font Name _____

Web Font Name _____

Character Set, check one. STD PRO PRO+

Monthly pageviews, check one.

500K 1MM 2MM 5MM 10MM

Adobe ID* _____

Website** _____

Website Owner*** _____

Street Address _____

City _____

State/County _____

Zip/Postal Code _____

Phone Number _____

E-Mail address _____

Website Owner Signature _____

Print Name _____

Title _____

List here each single Web Font licensed (family name + specific font). For example, if you have purchased a Web Font License for 2 fonts: Akzidenz-Grotesk Light Akzidenz-Grotesk Bold

* This is the Adobe ID email address that the Domain Owner uses to login to their Adobe account and redeem the Web Font Voucher.

** List the Website where the Web Font(s) will be published.

*** Website owner must include their details and sign (not typed). Website Owner's signature reconfirms acceptance of the attached Berthold Web Fonts License Agreement. A third-party cannot sign for their client.

Web Fonts License Agreement via Adobe Fonts Web Service

These terms and conditions create a contract between you and Berthold. Please carefully read this Berthold Web Fonts License Agreement via Adobe Fonts Web Service (the “Agreement”). To confirm your understanding and acceptance of the Agreement, click “ACCEPT”. IF YOU DO NOT WISH TO BE BOUND BY THE AGREEMENT, CLICK “DECLINE” AND YOUR ORDER REQUEST WILL BE TERMINATED. The terms and conditions of the Agreement are as follows:

1. Definitions. The Agreement contains the following defined terms which are capitalized throughout the Agreement:

“Licensee” or “you” means the individual or entity bound by the Agreement. If Licensee is a business or organization, the term “Licensee” specifically excludes any parent, subsidiary, affiliate or third party. The terms “you” and “Licensee” may be used interchangeably throughout the Agreement.

“Adobe” means Adobe Systems Incorporated, its successors and assigns.

“Adobe Account” means Licensee’s account with Adobe for the Adobe Fonts Web Service and is associated with a specific login email address and password set by Licensee when creating the Adobe Account.

“Adobe Fonts Web Service” means Adobe’s online hosting service located at <https://fonts.adobe.com>, on and through which Adobe makes the Web Fonts available for use in conjunction with the design, development and creation of Licensee’s Website(s).

“Adobe Agreement” means Licensee’s agreement with Adobe to use the Adobe Fonts Web Service.

“Berthold” means collectively Berthold Type Group LLC, a Delaware limited liability company, its successors and assigns, and its affiliated companies.

“Berthold Order Form” means the PDF order form that Licensee downloaded following payment for this license using Berthold’s online ordering system. It includes a complete copy of this Agreement.

“Berthold Voucher Email” means the email containing the unique Adobe Fonts Web Service voucher link created by Berthold for Licensee and sent by Berthold to Licensee’s email address specified on the Berthold Order Form. Upon receipt of the Berthold Voucher Email, the Licensee

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redeems the Adobe Fonts Web Service voucher link and then may access the Web Fonts through Licensee's Adobe Account.

"Font Software" means each typeface font computer software program Licensee selected to license under the Agreement, and identified on the Berthold Voucher Email. The term "Font Software" includes the Web Fonts, any related documentation, updates and permitted copies.

"Licensee's Website(s)" mean a particular domain name or names, including subdomains, owned by Licensee and identified on the Berthold Voucher Email. Although Licensee may have multiple web sites, only web sites identified on the Berthold Voucher Email are covered by the Agreement. Moreover, a single Licensee Website may be referred to as Licensee's Website(s) in this Agreement. Licensee's Website(s) must be for Licensee's products, services, ideas, etc., and not for another person or entity.

"Pageviews" means the increment used to count the number of requests received by or through servers on the Adobe Fonts Web Service network to load each respective Web Font for viewing on Licensee's Website(s). The "Maximum Number of Pageviews" is listed on the Berthold Voucher Email.

"Use" means to design and publish Licensee's Website(s) by accessing the Web Fonts through the Adobe Fonts Web Service.

"Web Fonts" means each of the web-formatted font versions of the Font Software created by Adobe, under license with Berthold, that is hosted and distributed on and through the Adobe Fonts Web Service for use by Licensee on Licensee's Website(s). Although Licensee may have licensed only one Web Font, that single Web Font shall be referred to as Web Fonts in this Agreement. The Web Fonts are identified on the Berthold Email Voucher.

2. Binding Agreement. Licensee understands and agrees that this is not a contract for sale of the Web Fonts, but a license to use the Web Fonts subject to the terms and conditions of the Agreement. Licensee is bound by the Agreement and acknowledges that all use of the Web Fonts is governed by the Agreement. If Licensee is a business or entity, Licensee agrees to notify its employees and authorized agents of the terms and conditions of the Agreement before they are given access to the Web Fonts.

3. Limited License: Web Use Only. Berthold grants Licensee a non-

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4. Berthold Order Form. Licensee must complete and sign the Berthold Order Form specifying the desired Web Fonts, Maximum Number of Pageviews and Licensee's Website(s). Licensee must deliver the Berthold Order Form to Berthold as directed therein. Licensee must correct any items on the Berthold Order Form at Berthold's request. By signing and returning the completed Berthold Order Form, Licensee accepts the terms of this Agreement. Berthold will accept the Berthold Order Form after it is signed, completed and returned to Berthold's satisfaction.

5. Access to the Web Fonts Through Adobe Fonts Web Service Only. Licensee acknowledges and agrees that Licensee will not receive delivery of the Web Fonts, rather Licensee will only receive access to the Web Fonts through the Adobe Fonts Web Service after the following have been satisfied: (a) Berthold has received the License Fee; and (b) Berthold has accepted the Berthold Order Form. Thereafter, Berthold will send to Licensee the Berthold Voucher Email that will provide a unique voucher link for Licensee to redeem the voucher thereby enabling access to the Web Fonts.

Licensee acknowledges and agrees that to use the Web Fonts as contemplated by this Agreement, Licensee must have entered into an Adobe Agreement. Licensee may only use the Web Fonts through the Adobe Account and may only use the Web Fonts for Licensee's Website(s). Licensee must not use the Web Fonts on an unauthorized internet domain (e.g. any web site not identified on the Berthold Voucher Email).

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13. Governing Law. The Agreement is governed by the laws of

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14. Notice. Any notice required by the Agreement shall be in writing and effective when received. Notices shall be sufficient if given in writing and (a) hand-delivered, (b) sent by email with confirmation of receipt, (c) sent by First Class Mail, return receipt requested and postage pre-paid, or (d) sent by Federal Express or a similar courier service. All notices addressed to Licensee must be sent to the applicable address set forth on the Order Form. All notices addressed to Berthold must be sent to the applicable address set forth in the "Contacting Berthold" section below. For email notices, "confirmation of receipt" shall occur if there is no return delivery within twenty-four (24) hours of sending the notice. For delivery via Federal Express or similar courier service, "confirmation of receipt" shall occur should a party refuse to accept delivery. Licensee may change its "notice" address by giving notice to Berthold under this provision. Berthold may change its "notice" address by updating its mailing address on its website. In the event the intended recipient refuses to accept delivery of notice, notice shall be deemed given on the date recipient refuses acceptance of notice.

15. Entire Agreement. The Agreement, including the completed and signed Berthold Order Form, represents the entire agreement between Licensee and Berthold in connection with its subject matter. The Agreement supersedes any other "Agreement" previously displayed on this web site, and/or any prior agreements between Licensee and Berthold in connection with its subject matter. The Agreement may only be modified

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by Berthold and in a writing that expressly states that such writing is intended to modify the Agreement. If any provision of the Agreement is found to be invalid or unenforceable, the remaining provisions shall be given full force and effect.

16. Authority. Licensee represents that Licensee has the full power and authority to enter into and perform the Agreement, and the person accepting this Agreement on Licensee's behalf has been duly authorized and empowered to enter into the Agreement.

17. Effective Date; Terms of Payment; No Refunds. The Agreement will become effective when Berthold sends the Berthold Voucher Email to Licensee in accordance with Section 5 above. The transaction is final and not disputable. Should Licensee fail to pay the full cost of the license (the "License Fee") or obtain a refund not authorized by Berthold, all license rights shall immediately terminate. Further, Berthold reserves the right to initiate proceedings to collect the License Fee and charge-back costs, along with all other costs and fees to which it is entitled as set forth in the "Governing Law" provision above.

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20. Contacting Berthold. All support requests, additional licensing inquiries and other questions should be sent via e-mail to

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