

# License Agreement

Between

First name:

Surname:

Street:

Zip Code: City:

Country: Germany

Telephone:

Fax:

E-mail:

Bank connections

Account number:

Sort code:

hereinafter referred to as LICENSOR –

and

LINOTYPE-LIBRARY GmbH

Du-Pont-Straße 1, D-61352 Bad Homburg

hereinafter referred to as "LINOTYPE LIBRARY"

Subject

LINOTYPE LIBRARY intends to market the fonts designed and delivered by LICENSOR.

1.0 Definition of terms

1.1 The term "typeface" is used to designate a complete set of alphanumeric and other characters design of which is characterized by elements which are consistent in their artistic form and which are also consistent in terms of style (e.g. upright or italic), weight (e.g. light, semi-bold or bold) and width of letter (e.g. condensed or expanded).

1.2 The term "font" is used to designate the digital data for a type in the formats listed in article 3.4 a.

# License Agreement

- 2.0 License rights.
- 2.1 The LICENSOR warrants that he owns all rights for the unrestricted commercial use of the type design reproduced in the font and grants LINOTYPE LIBRARY a worldwide, exclusive license, as per the license conditions set forth in article 3, to market the font and grant sublicenses for the font.
- 2.2 The LICENSOR grants LINOTYPE LIBRARY the right to produce additional fonts of the same type, e.g. various weight, point sizes and styles, which are consistent with the design, to market these and to license them to third parties.
  
- 3.0 License conditions
- 3.1 LINOTYPE LIBRARY is entitled to market the fonts under the names selected by the LICENSOR and listed in Annex 2. The LICENSOR declares that he has no knowledge of any trademark rights of third parties to these names. LINOTYPE LIBRARY reserves the right to market the fonts under other names which it chooses itself.
- 3.2 LINOTYPE LIBRARY reserves the right to have registered the design of the licensed typefaces as a design patent in accordance with the German Schriftzeichengesetz and have to registered as trademarks the names designated in Annex 2 on both a national and international level.
- 3.3. For the period of the contract referred to in article 6.1, the LICENSOR may not develop, manufacture or make available for commercial use to another company any typeface which, by reason of its design, proportions or appearance, has such a strong similarity with the licensed typeface that the two typefaces would compete with each other due to the fact that they would be confused by the average observer. Where differences of opinion exist in this regard, the two parties shall surrender to the arbitration of ATypl, a neutral body familiar with the industry.
- 3.4. The LICENSOR undertakes:
  - (a) To provide LINOTYPE LIBRARY with the licensed fonts as per the sample in Annex 2 in the form of digital data, in the specified character set as per Annex 1, in PostScript and/or TrueType format.
  - (b) To perform adjustments free of charge at the request of LINOTYPE LIBRARY. The LICENSOR will inform LINOTYPE LIBRARY promptly of any adjustments which it considers necessary. Furthermore, LINOTYPE LIBRARY expects the support of the LICENSOR in advertising activities to promote the sale of the licensed typefaces).

# License Agreement

## 4.0 License fees

4.1 From the date upon which the contract is signed, LINOTYPE LIBRARY shall pay to LICENSOR license fees amounting to twenty (20) percent of its total net income from font sales and thirty (30) percent of its net income from the granting of sublicenses. Net income is defined as Linotype Library's earnings from font sales and the granting of sublicenses after deduction of discounts, credits for returns, packaging costs and sales taxes.

4.2 LINOTYPE LIBRARY shall submit license statements for each half calendar year and shall make the appropriate payments in Euro within two (2) months after the end of the half-year. However, license statements and payments will not be due until the amount to be paid exceeds fifty Euro (50 €).

## 5.0 Warranty and indemnification

5.1 In the event that third parties make claims either in court or extrajudicially against LINOTYPE LIBRARY as a result of alleged infringement of copyrights, design patents, trademark rights or other violation of third-party intellectual property by the sale or licensing of the licensed typefaces, it must notify the LICENSOR promptly of such fact and coordinate with LICENSOR a defense against the charges and claims made by the third party. If such claims cannot be rejected, the LICENSOR shall be obliged to indemnify LINOTYPE LIBRARY and to reimburse it for any costs incurred in this regard. These costs shall include lawyers' fees in a reasonable amount and the costs associated with removing the legitimately contested typefaces or typeface names from the LINOTYPE LIBRARY portfolio.

# License Agreement

- 6.0 Term and termination of the contract
- 6.1 The term of the contract is fifteen (15) years. It shall be extended automatically by a further five (5) years period unless notice to terminate the contract has been given.
- 6.2 The term of notice is twelve (12) months.
- 6.3 This contract can be terminated by LINOTYPE LIBRARY giving three (3) months notice to the end of a calendar month, if the LICENSOR does not fulfill essential obligations from this contract.
- 6.4 Irrespective of any termination of this contract, LINOTYPE LIBRARY shall remain entitled to continue to fulfill any obligations under sublicense agreements with third parties that existed at the time of the termination, but in such case must continue to pay the agreed license fees on the income it receives from these sublicenses.
- 6.5 In the event of the license agreement being terminated, the LICENSOR shall be entitled to acquire any registered design patents and trademarks against reimbursement of the original costs of registration incurred by LINOTYPE LIBRARY.
  
- 7.0 General provisions
- 7.1 The LICENSOR acknowledges that the intellectual property rights (marks and design patents) which exist for the type business conducted by LINOTYPE LIBRARY will be registered and managed by and in the name of its parent company, Heidelberger Druckmaschinen AG. This also applies to any property right applications for typefaces and typeface names covered by this license agreement.
- 7.2 The LICENSOR agrees that the rights granted to LINOTYPE LIBRARY by this contract may also be utilized by Heidelberger Druckmaschinen AG or its subsidiaries if and provided that the obligations entered into vis-à-vis the LICENSOR, in particular payment of the license fees referred to in article 4.0, are fulfilled correctly and punctually.
- 7.3 The LICENSOR shall keep in strict confidence vis-à-vis third parties the contents of article 4.
- 7.4 This contract shall be governed by German law. Venue for disputes is Frankfurt am Main.
- 7.5 If one or more provisions of this contract are invalid either in full or in part, this shall not affect the validity of the remaining provisions. In such an event, the parties shall endeavor in good faith to reach agreement on a legally valid replacement provision.

# License Agreement

LINOTYPE LIBRARY GMBH

LICENSOR

Authorized signatory

Authorized signatory

\_\_\_\_\_

\_\_\_\_\_

Bruno Steinert

Title: Managing Director

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

Manfred Josten

Title: Procurator

Date: \_\_\_\_\_

# License Agreement

Annex 1

Specified character set

Layout for Text Font																		
View by:	Character																	
Name: DC2										Unicode: **								
Key: C-r										Dec: 18								
										Hex: 12								
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€	€	€	½	¼	¹	¾	³	²	!	-	x			!	"	#		
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H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	
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