

# Conditions of Use for Audi Exclusive Fonts

Audi Exclusive Fonts software (hereinafter referred to as „Software“) shall be used by the user in accordance with the following Conditions of Use. AUDI AG is entitled to update the Conditions of Use at regular intervals. Here, update means the updated Conditions of Use which shall be applicable for all users. The user is thus obliged to gather information about the current Conditions of Use at regular intervals. Unless explicitly otherwise agreed in writing, or unless otherwise stipulated by law, downloading the Software constitutes agreement with the binding nature of these Conditions of Use. Any regulations differing from these Conditions of Use shall not be applicable. The user is advised to carefully read these Conditions of Use before issuing his consent.

## Rights of use

1. AUDI AG grants the user the non-exclusive, non-transferable and non-sub-licensable right to use the Software. The contractual use includes the installation, loading, displaying and running of the installed Software. The right to use the Software is granted free of charge.
2. The user is only entitled to use the Software for work destined for AUDI AG. Use for any other purpose is unlicensed. Making the Software accessible to third parties (including as part of or as a lower order element of another product, e.g. electronic documents) is not permissible. Here, third parties means natural persons, corporate bodies or institutions outside AUDI AG and its service providers.
3. The user shall only be entitled to duplicate, edit or decompile the Software in order to make it interoperable with other programs or to rectify faults in the Software, providing the necessary information was not provided to the user upon request by either the manufacturer of the Software or by AUDI AG. In such cases, the user shall notify AUDI AG in writing, detailing which parts of the Software he intends to decompile.
4. Moreover, the user is not entitled to modify, translate, reverse-engineer or disassemble the Software, to sell, rent or lease the Software or to sub-license the Software in any other way, or to commercially reproduce the Software or make it accessible. Here the Software includes any work derived from it.
5. In the event of the user violating the above regulations, all rights of use granted shall immediately be invalidated and shall automatically be returned to AUDI AG. In such cases, the user shall immediately and fully end all work involving use of the Software, immediately delete all copies of the Software installed on his systems and, if applicable, either delete any safety backup copies or hand these over to AUDI AG.

## Protection of Software

1. The user shall take suitable measures to protect the Software against access by unauthorised third parties. In particular, he shall store all copies of the Software in a protected place.
2. To the extent that the user makes the Software data accessible to his staff or agents, he shall ensure that these persons are instructed with respect to contents and stipulations of these Conditions of Use for the software and shall oblige his staff and agents to comply with them.

## Rights to the Software

The Software which is subject of contract is protected by copyright and is the intellectual property of AUDI AG. All rights emanating from copyright law shall reside with AUDI AG. Copyright law covers in particular programming codes, the appearance, structure and organisation of the program files, the program names, logos, brands, model designations emblems, texts, pictures, graphics, sound, animations and videos, and their arrangements and other forms of display within the Software. The user shall receive only one right to use the Software. This does not constitute any acquisition of rights to the Software itself. AUDI AG reserves all rights to publish, reproduce, edit and utilise the Software. The term Software includes all updates, upgrades, extensions, modified versions and working copies of the Software.

## Warranty and liability

1. The right to use this Software is granted free of charge to the user. Sales law and other warranty laws are therefore not applicable. The user accepts the Software in the form in which it is presently available. The user thus has no warranty rights whatsoever against AUDI AG.
2. AUDI AG shall not be liable for the suitability of the Software for the purposes of the user or for its compatibility with other software used by the user. It is the responsibility of the user to check whether the Software meets his requirements.
3. AUDI AG shall be liable without restriction
  - in case of intent or gross negligence,
  - for injury to life, limb or health,
  - in accordance with the stipulations of product liability laws, and
  - to the extent of any guarantee granted by AUDI AG.
4. In the event of minor negligence in the violation of an obligation that is of key importance for the fulfilment of the purpose of the contract (cardinal duty), the extent of liability of AUDI AG shall be limited to the damage to be expected and typical for the nature of the transaction in question.
5. There shall be no further reaching liability of AUDI AG. In particular, AUDI AG shall not be liable for primary defects, unless the conditions of paragraphs 1 to 4 are fulfilled.
6. The restricted liability described above shall also apply for the personal liability of employees, representatives and organs of AUDI AG.

## Term and termination

1. The right to use the Software is granted to the user indefinitely. The right of use shall automatically be cancelled without notice at the point in time at which the contractual relationship between the user and AUDI AG which forms the framework within which the user performs work for AUDI AG, is terminated. Upon termination of the contractual relationship with AUDI AG described above, the user shall immediately and fully end all work involving use of the Software, immediately delete all copies of the Software installed on his systems and, if applicable, either delete any safety backup copies or hand these over to AUDI AG, and on request confirm in writing to AUDI AG that these have been deleted, providing evidence of such as far as this is possible.
2. Both parties are entitled to terminate this agreement by issuing notice of two (2) weeks to the end of a calendar quarter.
3. Furthermore, both parties shall have the right to terminate this agreement with immediate effect for good reason. Notice of such termination shall be given in writing.
4. In all cases, notice of termination shall be given in writing.
5. In the event of notice of termination being given or of the agreement otherwise ending, the user shall immediately end all work involving use of the Software and delete all copies of the Software installed on his systems. If applicable, any safety backup copies shall be either deleted or handed over to AUDI AG or destroyed, as stipulated by AUDI AG, and the user shall on request confirm in writing to AUDI AG that these have been deleted, providing evidence of such as far as this is possible.
6. The right of use shall also be cancelled with immediate effect in the event of a violation of this agreement.

## Final provisions

1. The user shall only be entitled to transfer the rights and obligations pursuant to or associated with these Conditions of Use to third parties with the prior written consent of AUDI AG.
2. Reimbursement shall only be made if settled against undisputed or legally binding demands made by AUDI AG.
3. Any changes or additions to these Conditions of Use shall only be effective if made in writing. The same shall apply for any amendment or annulment of this requirement to use the written form. Electronic documents in text form shall not fulfil this requirement.
4. The General Terms and Conditions of the user shall not be applicable.
5. This contract shall only be subject to the laws of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG) shall not be applicable.
6. Place of fulfilment is Ingolstadt, Germany. Sole place of jurisdiction shall be Ingolstadt, Germany, providing each party is either a merchant or a corporate body under public law.
7. Should any individual regulation of this agreement be or become invalid or ineffective, the validity of all other regulations shall not be affected. The parties to this agreement shall endeavour to define a regulation to replace the invalid or ineffective regulation which as closely as possible fulfils the legal and economic objectives of the contract.