

Terms and Conditions for Typst

May 10, 2024

§ 1 General Information

These are the general terms and conditions (“**Terms**”) between you and Typst GmbH, Wattstraße 11, 13355 Berlin, Germany (“**Typst**”). Please read these Terms carefully. All uses of services and products of Typst (“**Services**”) are governed by these Terms. The contract is concluded exclusively on the basis of the following Terms.

§ 2 Definitions

The following terms are to be understood as follows when used in these Terms.

1. “Typst”, “we” refer to the Typst GmbH.
2. “Customer”, “you” refer to the person or entity that enters into the contract with Typst and subscribes to or orders Services.
3. “Parties” refers to Typst and the Customer.
4. “User” is the person who uses the Services.
5. “Internal User” is any User who use the Customer’s access to the Services for internal purposes of the Customer, e.g., the Customer’s employees, employees of affiliated companies (pursuant to Sections 15 et seq. AktG), freelance collaborators, or the Customer’s service providers.
6. “Service”, “Services” are all services and products provided by Typst, e.g. Typst App and Typst Pro.
7. “Typst App” see Section 5.6.2.
8. “Typst Pro” see Section 5.6.3.
9. “Specification of Services” refers to the scope of functionality and specifics of the Services as set out when concluding the contract.
10. “Test Period” see Section 11.6.
11. “Telemetry” see Section 5.11.5.
12. “Test Feature” see Section 5.2.
13. “Agent” is any person or entity that Typst uses to fulfill its contractual obligations.
14. “Consumer” is any person pursuant to Section 13 of the German civil code who does not use the Services primarily for their commercial or self-employed activities.
15. “Entrepreneur” is any person or entity pursuant to Section 14 of the German civil code who uses the Services primarily for their commercial or self-employed activities.
16. “Single-User License” refers to a license to use a Service by one User. The same User can use the respective access credentials on multiple devices that meet the requirements of

the Service Specification. The use of a Single-User License is only allowed and possible on one device at a time.

17. "Withholding Tax" see Section 10.6.

§ 3 Subject of the Agreement

1. Subject to these Terms, the Specification of Services, and documentation, Typst provides the Customer with access to the free and subscribed paid Services, during the duration of this contract.
2. The Customer will pay Typst the agreed remuneration for the subscribed Services as indicated during the online purchase process or in the order form.

§ 4 Conclusion of the Contract

1. A contract regarding free Services (e.g. Typst App) under these Terms will be concluded after the registration of an account by providing an e-mail and password and accepting these Terms.
2. Conclusion of a Contract Regarding Paid Services
 1. The Customer is required to have an account when concluding a contract regarding paid Services (e.g. Typst Pro) through the website <https://typst.app> under these Terms. The Customer is further required to state payment information and a billing address in case of an Entrepreneur. If the Customer accepts these Terms and the Specification of Services and presses the order button, a binding contract offer will be sent. Before pressing the order button, the Customer can cancel the order process at any time or change information.
 2. Typst reserves the right to decline the offer without reason. In such a case, the Customer will get a notification during the order process at the latest when pressing the order button.
 3. The offer will be accepted, and the contract concluded if the following page is successfully loaded and confirms the conclusion of the contract after clicking on the order button.
 4. Contracts regarding paid Services, e.g. contracts with high order volume, can also be concluded via other means of communication.
3. Typst provides its Services immediately after the conclusion of the contract.
4. This contract can be concluded either in German or English.

§ 5 Services of Typst

1. Typst is obligated to grant the Customer access to the Services during the duration of the contract and within the area of application with respect to the Specification of Services.
2. Typst may, without any legal obligation, offer extra functionality in alpha or beta versions for testing and evaluation purposes ("**Test Feature**"). These Test Features will be labeled accordingly. Typst may grant all or single Customers access to these Test Features. The Customer is not obligated to pay any additional fee for the use of them. Test Features are not finally developed and may have errors or may not function as intended. Typst has the right to cancel, change, or restrict access to Test Features at any time.
3. Typst may contract third parties to commission them with fulfilling Typst's contractual obligation.
4. Further Services, e.g. consulting, individual development, implementing or training as well as using the Typst Services as software on customer-owned infrastructure and servers (Typst On-Premises) are only owed by Typst after an express written agreement.
5. The Customer may grant access to the Services to their Internal Users. When doing so, the Customer is obliged to assign each Internal User a licensed account. Only the assigned Internal User is allowed to use the Services. However, the Customer may assign the account via message to Typst to any other Internal User. The Customer will be held liable to the full extent for any use of the Services by their Internal Users. Moreover, the Customer must ensure that their Internal Users comply with all restrictions on the use of the Services set out in the contract and these Terms. The Customer is obliged to immediately inform Typst about any assumed or alleged breach of contract and to cooperate with Typst in the investigation of such breaches and in all measures taken by Typst to enforce this contract.
6. Offered Services
 1. The Services offered by Typst include in particular Typst App and Typst Pro.
 2. Typst App is a software for typesetting that is provided through the cloud (Software as a Service). The Typst App constitutes the base service which can be used free of charge. The scope of services for the Typst App results from the documentation.
 3. Typst Pro is an add-on to Typst App that extends the functionality and scope of Typst App and is subject to a fee. The Specification of Services for Typst Pro will be displayed when closing the contract during the order process ("**Specification of Services – Typst Pro**").
7. Typst may update or change its Services according to Section 5.10. Typst may also discontinue old versions of the Services provided that the discontinuation is reasonable for the customer, taking into account the interests of both Parties.

8. Notwithstanding Section 5.10, Typst reserves the right to change the functional scope of the Typst App at any time or to discontinue the free provision of the Typst App as a whole. However, Typst cannot change the Typst App vis-à-vis Typst Pro customers to the extent that the Services of Typst Pro would deteriorate more than insignificantly in their functionality or benefit.
9. The License for the usage of Typst Pro is a single-user-license.

10. Change of Services

1. Typst may change or update the Services and their functionality at any time in a for the Customer only positive manner ("**Positive Changes**").
2. Furthermore, Typst may change its Services insofar as the changes do not disadvantage the customer, preserve the interest in contractual equivalence of both Parties, and only modify the scope of functionality to an only insignificant extent ("**Insignificant Changes**"). This includes in particular changes on the technical (code) level or design changes that are not or only insignificantly noticeable for the Customer and which do not restrict the Customer.
3. Typst reserves the right to change its Services in the following situations: (i) to react to changes in the applicable law or to directives by authorities, (ii) to provide state-of-the-art IT security for the Services and (iii) to react to changes in the general technical environment ("**Necessary Changes**"). In such a case, Typst will take into account the justified interest of the Customer and inform the Customer in a timely manner about the update. The Customer is granted a special termination right in case their justified interest will be noticeably compromised. The special termination right allows the Customer to terminate the contract with immediate effect within 30 days and pro rata reimbursement of the paid fee.
4. The Customer will be informed six (6) weeks prior to the change via e-mail about changes that do not fall within the scope of Sections 5.10.1 to 5.10.3, being such changes, which will change the Services in a noticeably disadvantageous manner for the Customer and/or are necessary ("**negative changes**"). The Customer will be granted an appropriate period to give a statement regarding the Negative Changes and whether they want to object to them. The period shall commence upon delivery of the notification of change and shall be at least six (6) weeks. If no statement is made by the customer, the changes shall be deemed to have been accepted. The Customer's silence only serves as acceptance if the Customer was rightfully instructed about the legal consequence of said silence. Typst will inform the Customer separately and explicitly about the period for submitting a statement and the legal consequences of the Customer's silence when informing the Customer about the Negative Changes. During the period to give a statement, the Customer is also granted the special termination right as specified in Section 5.10.3.

5. These Terms apply accordingly to all changes and to the Services in the versions amended by the changes.

11. Data Storage

1. Typst stores data and processes data on its servers as far as it is necessary for the provision of the Services.
2. Typst provides the Customer with storage space on its servers for the storage of data within the purpose of using the Service. The volume of the data storage is generally specified under the section "Storage" in the settings. If the Customer is subscribed to Typst Pro, the volume of the data storage is determined by the Specification of Services – Typst Pro. Typst will provide the retrievability of the data as part of the usage of the Services.
3. Typst will take state-of-the-art steps to secure the data. Nonetheless, Typst has no duty of safekeeping or care with regard to the data. The customer is responsible for adequately backing up the data.
4. The Customer grants Typst the worldwide, non-exclusive, transferable, sublicensable, and free right to use (host, transmit, display, modify, and reproduce) the data exclusively and to the extent necessary (i) for the purpose of providing the Service (including in particular the creation of backup copies and the performance of penetration tests) and the associated support, and (ii) to verify the Customer's compliance with the provisions of this contract.
5. Typst is authorized to create and retain access logs for billing, security, and statistical purposes. Such access logs may not contain any data or processed data. However, access logs may contain metadata of requests to the Services.
6. Typst has the right, with the consent of the Customer and in accordance with the relevant data protection law, to generate and collect metadata (e.g. signing in, opening of a project) ("**Telemetry**"). Typst reserves the right to transfer the telemetry data to a sub-contractor for the purpose of analyzing the data. No project data will be transferred as part of the Telemetry. The Customer may revoke their consent to Telemetry at any time.

12. Packages & Templates

1. Some Services (e.g. Typst App) may be expanded through functionality and content ("**Packages**") and templates ("**Templates**") provided by a third party (community).
2. Typst has not entered any business relations with these third parties and cannot guarantee the functioning of the Packages and Templates. The use of Packages and Templates is in the sole discretion of the Customer. If, in any case, there is the assumption that a Package or Template or the use of it may cause harm or result in problems, the Customer shall refrain from using it.

3. Packages and Templates are not part of a Service and do not constitute a guaranteed contractual service.

§ 6 Service Level Agreement (Availability)

1. Typst provides an overall Service availability of at least 99% per month at the transfer point. The transfer point is the internet (Backbone). Subject to the exceptions in the following Sections, the availability will be calculated by the number of hours in which the Service is operational divided by the total hours of the given calendar month.
2. Availability means that the Customer is able to use all main functionality of the Service. Maintenance downtime and outage downtimes within the permitted recovery time window are considered times of availability of the servers. Insignificant malfunctions are irrelevant when calculating the availability. Only the measuring instruments of Typst are relevant for the proof of availability.
3. The Customer will be informed timely via e-mail about unavoidable downtime due to scheduled maintenance.
4. Typst has a recovery time for the remedy of any significant malfunction (disturbing a primary and secondary functionality more than insignificantly) of 12 hours beginning with its discovery.
5. The remedy of insignificant malfunctions falls within the discretion of Typst.

6. Exceptions

The following downtime will not be taken into account when calculating availability:

1. which arises due to factors outside of Typst's control (e.g. natural disasters, war, terror attacks, riots, or state measures);
2. which is caused by services, hardware, or software of the Customer or a third party;
3. which is caused by the Customer's use of a Service after Typst has instructed the Customer to change the use of a Service and the Customer has not changed the use as instructed;
4. during pre-release, beta, and Test Services (as determined by us), caused by the unauthorized actions or neglects of the Customer or their employees, agents, contractors or suppliers, or any other person who has gained access to Typst's network using the Customer's passwords or devices, or
5. which is caused by the failure of the Customer to comply with required configurations, to use supported platforms, and to comply with usage guidelines.

§ 7 Copyright and Intellectual Property

1. The Customer is granted a non-exclusive, non-transferable, non-sublicensable worldwide right to use the contractually agreed Service via a browser for the term and within the scope of this contract, subject to the authorized number of Users.
2. In case of a commercial use of the Services, the Customer shall only use the Services as part of their own commercial activity through their staff. Further usage of the Services by the Customer is prohibited.
3. Typst claims no copyrights to the text products (e.g. documents or projects) which are produced by the Customer while using Typst.

§ 8 Obligations of the Customer

1. If the Customer entered a contract regarding a paid Service, the Customer is obligated to pay the agreed-upon fee as per Section 10.
2. The Customer guarantees to not misuse the Services, to comply with the applicable law while using the Services, and to only use the Services in accordance with the anticipated type of use as well as with these Terms and in particular Section 9.
3. It is possible that the Customer or their internal users may come into contact with data that is protected as intellectual property (e.g. under copyright law) in the course of their use of the Services. The Customer hereby declares not to infringe on such rights. The Customer may not copy, upload, download, or otherwise share or distribute protected data and files while using the Services. Only the customer — not Typst — is fully responsible and liable for such actions. If the Customer wishes to use data to which they have no right, they must first ensure that they have the appropriate authorizations from authorized persons or obtain them.
4. The Customer is prohibited from passing on their login data to anyone other than its Internal Users. The Customer is in particular prohibited from sharing its login data with a third party to bypass the fee of paid Services (account sharing).
5. The Customer or their Internal Users are prohibited from modifying Typst's markings, copyright notices, and proprietary notices.
6. In the event that claims are asserted against Typst by a third party due to a culpable breach of this contract by the Customer, the Customer agrees to indemnify Typst in full against such claims by third parties. Furthermore, the Customer agrees to reimburse Typst for all costs of legal defense and to compensate Typst for any further damages incurred as a result of the claim. In the event that a third party asserts such claims, Typst will immediately notify the Customer of these claims. Typst will not fulfill or acknowledge third-party claims without the Customer's consent. The Customer's consent may not be unreasonably

withheld or delayed. Typst is entitled to demand a reasonable advance payment for the anticipated costs of legal defense. Third-party rights within the meaning of these Terms are also those rights whose exercise has been assigned to collecting societies.

§ 9 Rules for the Use of the Services

1. The Customer must not upload or store data on the provided storage, the use of which violates applicable law, official orders, third-party rights, or agreements with third parties.
2. The Customer is obligated to keep the log-in data secure. The Customer undertakes to only use the Services in the contractually agreed extent. The Customer must immediately inform Typst about an unauthorized use. The disclosure or sale of the log-in data to a third party by the Customer is prohibited unless contractually agreed otherwise.
3. The following usage behavior is strictly prohibited:
 1. Which has the intent and/or purpose of harming Typst, the Services, or a third party;
 2. That tests or compromises the stability, integrity, or security;
 3. Which circumvents security mechanisms;
 4. Which deliberately harms another customer or impairs or restricts their use of the Services;
 5. Which copies, modifies, adapts, disassembles (especially so-called reverse engineering) or in any other way aims to disclose or capture ideas or algorithms, as well as such which aims to offer similar services;
 6. Which contains any type and use of malware (malware, spyware, etc.);
 7. Which involves the access or search of data in an interface other than the explicitly public interface (e.g. scraping);
 8. Which is clearly damaging to business and or was clearly not intended;
 9. Which violates applicable law;
 10. Which violates any copyright;
 11. Which pursues threatening, obscene, abusive, sexual, violent, or otherwise infringing purposes;
 12. This includes the uploading, posting, or distribution of health information, otherwise private and intimate information, confidential, proprietary information, school and education information covered by FERPA, and any other information which you are not authorized to disclose.
4. The attempt of such usage is also prohibited and constitutes a violation of the contract.

§ 10 Remuneration (Fee)

1. When subscribing to a paid Service, the Customer must pay the fee (remuneration) at the beginning of the billing period. The billing period is to be taken from the subscription conditions when closing the contract or the Specification of Services.
2. The amount of the fee is specified when closing the contract and can be also found in the Specification of Services.
3. All amounts must be paid in full in the currency that is stated at the time of conclusion of the contract or on the invoice.
4. All amounts are to be considered including value-added tax (VAT).
5. Typst reserves the right to deny access to the Services if the payment is not made in time according to Section 10.1 or if the direct debit fails with SEPA direct debit or credit card.
6. If the customer is obliged to withhold taxes, duties, fees or similar from the remuneration to Typst and to pay them to the respective tax authorities ("**Withholding Tax**") in accordance with the legal provisions of the country in which they are domiciled, the remuneration is automatically increased by this amount. In any case, Typst will receive the amount that would have to be paid without the Withholding Tax. The customer must notify Typst of the Withholding Tax withheld. Insofar as this Withholding Tax was lawfully due, Typst will cooperate with the customer within the framework of the legal requirements in order to exempt the customer from their obligation to comply or to reduce the Withholding Tax burden.

§ 11 Duration and Termination

1. This contract is concluded for an indefinite period.
2. If the Customer only uses free Services from Typst, Typst may terminate this contract with one week's notice; the Customer may terminate without notice.
3. If the Parties agree on a fixed term, the term is automatically extended by the agreed fixed term unless this contract is terminated. The corresponding term of the contract can be found in the selected subscription and when closing the contract.
4. If the Customer violates these Terms and in particular their obligations pursuant to Section 9, Typst may temporarily deny access to the Services with prior notice to the Customer. Typst will regrant access, in a reasonable period once the breach of duty has been remedied. In case of actions taken with fraudulent intent, Typst may deny access to the Services immediately and without notice as well as for an indefinite period. The suspicion of fraudulent activity suffices. Fraudulent intent exists, in particular in the following cases:
 1. The data provided when registering or when ordering is nonexistent or wrong;

2. The Customer has registered multiple times to use paid Services free of charge, e.g. by taking advantage of multiple Test Periods or the Customer still has outstanding payments in relation to other contracts; or
 3. The Customer uses fraudulent, lost, stolen, blocked, or impermissible means of payment.
5. Typst reserves its right to terminate this contract with immediate effect if the Customer violates these Terms, in particular Sections 8 and 9, if the Customer uses the Services illegally or fraudulently, or if there is another important reason. Typst will grant the Customer a reasonable period to eliminate the breach of duty by informing the Customer prior to termination. This is not the case if termination without notice is justified, taking into account all circumstances and the interests of both Parties. In the event of extraordinary termination without notice, the customer shall be reimbursed a proportionate amount of the fees already paid.
6. Typst has the right to grant the Customer of paid Services (e.g. Typst Pro) a right to immediately terminate without notice within the first two (2) weeks after the conclusion of the contract ("**Test Period**"). The Test Period commences directly after concluding the contract. In case of a termination under this provision, Typst will reimburse the Customer in full for the fees paid.

7. Data Return and Data Deletion

1. If the Customer has booked additional storage space on the basis of paid Services and this Service is subsequently terminated, the Customer can still access (read) their data for up to six (6) months after termination. However, if the Customer's data load exceeds the storage space provided free of charge, they can no longer edit their data or add (write) data. The same applies if the Customer creates projects that exceed the document volume limits of the free Service.
2. If the contract is terminated or the user account is deleted, all the Customer's data and any backup data will be permanently deleted. It is the Customer's responsibility to export any data that the Customer wishes to continue using after termination of the contract.
3. The Customer's rights arising from data protection regulations remain unaffected.

§ 12 Right to Withdraw from the Contract

If the Customer is a consumer in terms of Section 13 of the German civil code the following right of withdrawal for fee-based services applies (also available at <https://typst.app/legal/withdrawal/>):

Right of withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason. The withdrawal period will expire after 14 days from the day of the conclusion of the Agreement.

To exercise the right of withdrawal, you must inform us (Typst GmbH, Wattstraße 11, 13355 Berlin, Germany, email: hello@typst.app) of your decision to withdraw from this contract by an unequivocal statement (e.g., a letter sent by post or e-mail). You may use the attached model withdrawal form, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

If you withdraw from this contract, we shall reimburse you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed of your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

If you requested to begin the performance of services during the withdrawal period, you shall pay us an amount which is in proportion to what has been provided until you have communicated to us your withdrawal from this contract, in comparison with the full coverage of the contract.

Model withdrawal form

To Typst GmbH, Wattstraße 11, 13355 Berlin, Germany, email: hello@typst.app:

– I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following goods (*)/for the provision of the following service (*),

– Ordered on (*)/received on (*) _____,

– Name of consumer(s) _____,

– Address of consumer(s) _____,

– Signature of consumer(s) (only if this form is filed on paper)

x _____,

– Date _____.

(*) Delete as appropriate.

§ 13 Warranty (“Gewährleistung”)

1. With regard to the granting of the use of the Services, including the provision of storage space, and unless otherwise stipulated in these Terms or in other agreements, the warranty provisions of tenancy law (Sections 535 et seq. of the German Civil Code) apply.
2. The Customer must immediately inform Typst about any defects or malfunctions.
3. Insignificant reductions in the suitability of the Services are excluded from warranty. The strict liability (liability without fault) as per Section 536a (1) of the German Civil Code regarding defects or malfunctions which already existed when concluding the contract, is excluded.

§ 14 Liability and Damages (Compensation)

1. Typst is liable without limitation in cases of intent, gross negligence, and culpable injury to life, body, or health.
2. Notwithstanding Section 14.1, Typst is only liable for slight negligence in case of a breach of significant contractual obligations (“*vertragswesentliche Pflichten*”). These are obligations whose fulfillment is essential for the proper execution of the contract or whose breach jeopardizes the achievement of the purpose of the contract and on whose compliance the

other party may regularly rely (in particular the basic provision of the Services). However, in these cases, Typst's liability is limited to the typical and foreseeable damage at the time the contract has been entered into.

3. If Customer is an Entrepreneur the Parties agree that the typical and foreseeable damage per year within the meaning of Section 14.3 is limited to the annual amount payable by Customer.
4. In the case of Section 14.3, Typst assumes no liability for lack of commercial success, lost profits, and indirect damages.
5. This clause does not affect the reduction of liability to intent and gross negligence in the case of a loan in accordance with Section 599 of the German Civil Code.
6. Section 14 also applies to any action taken by Agents, employees, representatives, or bodies of the Parties.

§ 15 Amendments

1. Typst may modify and adapt these Terms. Such a change can only be done if there is a valid reason and insofar as the changes are reasonable, taking into account the interests of both contracting partners. A valid reason exists in particular if the changes are necessary to a not insignificant extent due to a disturbance of the equivalence relationship of the contract that was unforeseeable for Typst when the contract was concluded, are necessary due to technical or legal changes or to supplement new functionality that is additionally made available after the conclusion of the contract and requires contractual regulations. A change to a major contractual obligation ("*Hauptleistungspflicht*") is excluded.
2. Typst will inform the Customers about the changes and amended Terms at least six (6) weeks prior. When doing so, Typst will send the Customer the new Terms in text form and inform them about the date at which they come into effect. The Customer will be granted a reasonable period to make a statement and whether they object to the amended Terms. The reasonable period starts with receiving the amended Terms and is at least six (6) weeks long. If the Customer does not make a statement, the changed and amended Terms will be considered accepted. Silence of the Customer will only be considered as acceptance if Typst has duly informed the Customer of the legal consequences of said silence. Typst will inform the Customer separately and explicitly about the deadline for submitting a statement and the legal consequences of their silence when informing the Customer about the amended Terms.

§ 16 Your Feedback

1. We are very grateful for your feedback and suggestions for improvement (feedback). We hereby inform you that any feedback may be modified, published, or otherwise used by us without your exclusive consent.
2. You agree that your feedback will not be in any way offensive, insulting, infringing or similar.

§ 17 Complaints Procedure

The EU Commission provides an online platform for online settlements (OS platform). It can be accessed at <https://ec.europa.eu/consumers/odr/>. Typst is neither willing nor obliged to participate in a dispute settlement proceeding before a consumer arbitration board.

§ 18 Applicable Law and Place of Jurisdiction

1. This contract and these Terms shall be exclusively governed by the law of the Federal Republic of Germany excluding CISG and conflict of law provisions. In the event that the Customer is a Consumer, mandatory statutory consumer regulations according to the law of the country where the consumer has their habitual residence shall remain unaffected.
2. The exclusive legal venue for all disputes resulting from or in connection with this contract or these Terms is Berlin, Germany, provided that the contracting Parties are business people ("Kaufleute"), or that the Customer has no general legal venue in Germany or in another EU Member State, or their permanent residence has moved to a foreign country after these Terms have entered into effect, or the residence or habitual domicile is not known at the time that the complaint was filed.

§ 19 Final Provisions

1. Terms and Conditions of the Customer shall not be part of this contract unless Typst has expressly agreed to them.
2. If individual provisions of this contract, including the Terms, should violate mandatory law in whole or in part or be void or ineffective for other reasons, the validity of the remaining provisions shall remain unaffected.
3. Amendments to this contract and all ancillary agreements, including the Specification of Services, the main part of these terms and conditions, and any appendices, must be made in writing to be effective. This also applies to the waiver of the written form clause. Excluded from this clause are such amendments in accordance with Section 15.

4. The Customer may only settle claims against Typst or claim a right of retention if its counterclaim is uncontested, subject to a legally enforceable final judgment, or the counter claim is in a mutual relationship to the respective affected claim.