

End-user license agreement for providing a font license for “Books”

ATTENTION!

Before installing the software products, please read carefully the following terms and conditions of the License Agreement (hereinafter referred to as the Agreement). **BY DOWNLOADING, INSTALLING, COPYING OR USING THESE SOFTWARE PRODUCTS, YOU EXPRESS YOUR CONSENT WITH THESE TERMS!**

Breach of the terms of this Agreement, as well as a use of software products and fonts without a license, entails the consequences provided by applicable law.

1. General provisions

- 1.1. TYPETYPE FONTS FZCO (hereinafter referred to as the "Licensor") has all the necessary authority to grant the rights shown in this Agreement.
- 1.2. This Agreement comes into force and becomes binding on the date the Licensee pays the price for obtaining the rights to use the Font. The price for obtaining the rights to use the Font is reflected in the invoice provided by the Licensor.
- 1.3. The fact of payment is the Licensee's consent to comply with the terms of this Agreement. In any case, the commencement of the use of the Font is deemed to be Licensee's consent to form this Agreement and acceptance of all its terms.
- 1.4. The following terms and definitions are used in this Agreement:
 - 1.4.1. The Font refers to the graphical designs of characters (alphabetic, numeric, and symbols) provided as a computer program or software file designed to be installed on a workstation or server to render such characters. The Font(s) in respect of which this Agreement is concluded is(are) specified in the invoice, online order form, or in agreement with the Licensee.
 - 1.4.2. The Font symbol - an image of the alphabetic, numeric, service and pseudo graphic characters that make up the Font.
 - 1.4.3. The Font file - a computer file containing a description of the character set used to display such characters (e.g. text) by a program or an operating system.
 - 1.4.4. The Licensee - the person acquiring the rights to the Font and identified in the invoice, online order form, agreement or other document with the Licensee.
 - 1.4.5. The book - a structured presentation of recorded information, primarily verbal and graphical, through a medium can be physical or electronic.
 - 1.4.6. In the case of the use of a definition in this Agreement, which is not defined above, the definition shall be defined in accordance with the text of the Agreement. In the absence of an unambiguous definition in the Agreement the

Parties shall be guided by the definition: first - defined on the Licensor's website, second - on the Internet.

- 1.5. This Book License is intended exclusively for entities engaged in publishing business, i.e. professional activities in the preparation, production, and release of printed products, namely Books. Other persons may not use the Font based on this Agreement.

2. Usage

- 2.1. The Licensee is hereby granted a non-exclusive, non-transferable (except as expressly permitted by the Agreement) license to
 - 2.1.1. install and use the Font on X (XXX) number of workstations owned by the Licensee or persons providing services for the Licensee on publishing Books and who require the Font to provide such services. The "X (XXX)" is the number of workstations for which the Font is allowed to be installed, as specified in the invoice or online order form.
 - 2.1.2. use the Font in one (1) book issue. One issue of a book on different media (soft or hard cover, e-book) is considered one book.
 - 2.1.3. display or reproduce the Font symbols on any surfaces, in particular on paper, in printed products, billboards, clothing, as well as on any other surfaces both for the publication of the Book and for marketing support, for example: in the production of souvenirs, posters, placards.
 - 2.1.4. embed images of Font characters in scalable (vector) form into documents (e.g. EPS or PDF documents) and/or raster images (JPEG, TIFF, PNG), for example, to design Book covers, illustrations for it, or publish comics.
 - 2.1.5. reproduce the Font by embedding it into Electronic Books. Embedding must be carried out in such a way that the user of the Electronic Books does not have free access to the Font, cannot download it, install it, or use it in any way other than the electronic publication.
- 2.2. The right to distribute copies of media of reproduced Font characters.
- 2.3. The right to provide the Font to printing houses and other parties involved in the book production process, provided that the number of allowed installation (clause 2.1.1.) is met.
- 2.4. The right to make a reasonable number of backup copies of the Font solely for archival purposes, provided that Licensee retains control over such copies. Any copies that Licensee makes under the Agreement must contain the same copyright, trademark, and other proprietary notices that appear in the Font.

3. Restriction of use

- 3.1. Font modification is prohibited. The right to modify the Font requires a separate agreement. The rights to modified versions of the Font shall belong to the Licensor.
- 3.2. It is forbidden to distribute the Font to the public. The Licensee may not post, install and use files on computers, mobile devices, servers and web servers, websites of other companies or individuals, place them on the Internet, lend them, rent them, or transfer them to another user, unless the complete set of delivery is completely transferred, including: Font file, license rights, usage manual, printed materials, backup copies. In this case, the Licensee is required to destroy all copies of the Font and its documentation available to him and notify the Licensor in writing of the change of licensee.
- 3.3. The maximum number of Font users who can exercise the rights granted to the Licensee on its behalf may not exceed the number of workstations specified in paragraph 2.1.1 of the Agreement. The Licensee is responsible for compliance with the terms of this Agreement by all such users. If the number of Font users needs to be increased, the Licensee should purchase additional license rights.
- 3.4. It is prohibited to embed the Font in
 - 3.4.1. Websites and digital advertising using CSS @font-face,
 - 3.4.2. Desktop applications, mobile applications and other software,
 - 3.4.3. Cloud applications,
 - 3.4.4. Electronic devices,
 - 3.4.5. Logo,
 - 3.4.6. Games
 - 3.4.7. Editable templates and editable PDF files

The types of use specified in subparagraphs 3.4.1. – 3.4.7. of this paragraph 3.4. require separate licenses.

4. Liability

- 4.1. If the Licensee breaches any of the clauses of this Agreement, the Licensor has the right to unilaterally terminate the Agreement. In this case, after receiving the appropriate written or electronic notification, the Licensee must destroy all copies of the Font and the relevant documentation. Keeping or use the Font will be considered a violation of exclusive rights.
- 4.2. If the Font as a result to the actions or omissions of the Licensee becomes available on computers, mobile devices, servers, Web servers and Web sites of other persons, the burden of proving the inadvertency of the actions which led to such consequences lies with the Licensee.

4.3. The use of the Font without a valid license agreement, outside of its scope and for any other violation of exclusive rights, gives rise to corresponding liability stipulated by applicable law.

5. Warranties

5.1. The Licensor warrants that by granting the rights to use the Font to the Licensee in accordance with this Agreement, it does not infringe the rights of third parties, including copyright and related rights, rights to trademarks, service marks and names of places of origin of goods, rights to industrial designs, fonts, etc.; it has obtained the necessary permits (formed the relevant agreements).

5.2. The Licensor warrants that the Font will effect a faithful reproduction of the underlying typeface design which is of a quality consistent with industry standards. To make a warranty claim, the Licensee must notify the Licensor within the warranty period (one (1) calendar month), which could be done via an email to commercial@typetype.org and provide sufficient information regarding your licensing of the Font so as to enable the Licensor to verify the existence and date of the transaction. The entire, exclusive, and cumulative liability and remedy under this warranty shall be limited to the replacement or repair of the Font.

5.3. Other than warranties given in clauses 5.1 and 5.2. above the Font is delivered without any express or implied warranties on the part of the Licensor, including commercial warranties and warranties of fitness for any particular use. The Licensor shall in no event be liable for damages caused by the use or inability to use the Font, or by providing or not providing support services related to the use of the Font.

5.4. Notwithstanding anything to the contrary in this Agreement, the Licensor's aggregate liability to the Licensee under or in connection with this Agreement, whether arising in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no event exceed the total license fees actually paid by the Licensee to the Licensor in the twelve (12) months immediately preceding the event giving rise to the claim. Nothing in this Agreement shall limit or exclude the Licensor's liability for fraud, fraudulent misrepresentation, or any other liability that cannot be excluded or limited by applicable law.

6. Term of the agreement

6.1. This Agreement is valid for one (1) year from the date the Font is provided, and is valid throughout the world. Books published during this period, subject to the restrictions described in subparagraph 2.2. of this Agreement but not sold within this period, may be distributed without restriction.

7. Entire Agreement

- 7.1. This Agreement, together with any invoice or order confirmation issued by the Licensor, constitutes the entire agreement between the Licensor and the Licensee with respect to the subject matter hereof and supersedes all prior representations, negotiations, understandings, and agreements, whether oral or written, relating to such subject matter.

8. Severability

- 8.1. If any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable, that provision shall be modified to the minimum extent necessary to make it valid, legal, and enforceable. If such modification is not possible, the relevant provision shall be deemed deleted. Any modification or deletion of a provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.