

End-user license agreement for providing a “Digital Ads” font license

IMPORTANT NOTICE!

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, may result in liability 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 commences and becomes legally binding upon the date the Licensee remits payment for the applicable license fees. License fee 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. Digital Advertisement - a piece of promotional or marketing content delivered via the internet for display on output devices. Digital Advertisement includes, but is not limited to, banner ads and display advertisements shown on websites, advertisements in web applications and advertisements in mobile applications.

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 - standard industry definitions.

2. Usage

2.1. Under the “Digital ad” license, the Licensee is granted the following rights to use the Font:

2.1.1. to create Digital Advertisements or allow a third party to create Digital Advertisements on behalf of the Licensee,

2.1.2. to install the Font on a server that is owned and controlled by the Licensee or on servers owned and controlled by a third-party hosting service or ad server service with which the Licensee has a written agreement regarding the use and protection of the Font, solely for the purpose of publishing Digital Advertisements on output devices for up to the licensed number of impressions; and

2.1.3. to embed the Font in Base-64 encoded format into Digital Advertisements and publish such Digital Advertisements on output devices for up to the licensed number of impressions.

2.1.4. If the Licensee allows a third party to use the Font on its behalf to create Digital Advertisements, the Licensee agrees that

- a) such third party will only use the Font to create Digital Advertisements on the Licensee's behalf,
- b) the Licensee will make such third party aware of the terms of this Agreement,
- c) the Licensee will ensure that such third party destroy the Font's copy upon completion of their use of the Fonts on the Licensee's behalf, and
- d) the Licensee shall remain responsible for all acts and omissions of such third party with regards to their use of the Font.

2.1.5. The total number of the Font's impressions should not exceed X (XXX). X (XXX) is the number of Font's impressions in all Licensee's Digital Advertisements, as specified in the invoice or online order form. The number of impressions is defined as the loading of the Digital Advertisement page when the visitor navigates to a page, where it located. The calculation of impressions includes page reloads, AJAX updates, and server requests (the 'hit method') to retrieve Font-related data.

2.1.6. The Licensee has the right to make a reasonable number of the Font backup copies exclusively for archival purposes, provided that the Licensee retains control over such copies. Any copies that Licensee makes in accordance with the Agreement must contain the same notices of copyright, trademarks and other proprietary notices that are provided with the Font.

3. Restriction on use

3.1. Any rights to use the Font not expressly granted under this Agreement shall be deemed withheld from the Licensee. In particular, the following uses of the Font require the execution of separate agreements with the Licensor:

- 3.1.1. **"Web Font"** — a license permitting the display of website text content using the Font by means of the CSS @font-face rule.
- 3.1.2. **"Application"** — a license permitting the use of the Font as a component of a mobile application or computer software program.
- 3.1.3. **"Electronic Publication"** — a license required for the use of the Font within books, magazines, booklets, or similar publications distributed in electronic (digital) format for reading on electronic devices or printing via output devices.
- 3.1.4. **"Video Broadcast"** — a license permitting the use of the Font for the display of subtitles, captions, and other on-screen text in audiovisual works.
- 3.1.5. **"Logo"** — a license to use the Font in the Logo.
- 3.1.6. **"Desktop"** — a license permitting the installation of the Font on a workstation to create static images or documents.
- 3.1.7. **"Video Games"** — a license permitting the use of the Font in video games developed for any operating system, including Microsoft Windows, macOS, and Linux, as well as for gaming consoles, including PlayStation, Xbox, and similar platforms.
- 3.1.8. **"Server"** — a license permitting the installation of the Font on a server.

3.2. The Licensee shall not distribute or make publicly available the Font files. The Licensee may not host, install, or use the Font files on the computers, mobile devices, servers, web servers, or websites of third parties, or make them available via the Internet, or lend, lease, sublicense, or otherwise transfer them to any other user, except where the entirety of the delivery package is transferred, including: the Font file, the license rights, and backup copies. In such case, the Licensee shall destroy all copies of the Font and its documentation in its possession and shall notify the Licensor in writing of the change of licensee.

3.3. The Licensee shall not modify, reverse engineer, decompile, or create derivative font from the Font itself, or any portion thereof (except as otherwise specifically set forth herein) except as

expressly permitted under this Agreement. For clarity, modification of rendered artwork, outlined text, or rasterized graphics created using the Font is permitted.

3.4. The rights granted to the Licensee under this Agreement are personal and non-transferable. The Licensee shall have no right to assign or otherwise transfer such rights to any third party, except as expressly provided in clause 3.2 above.

3.5. The Licensee may not provide access to the Font to external contractors, freelancers, creative agencies, production vendors, or other third parties except if permitted by the Licensor. If the Licensee requires third-party access to the Font for work related to the Licensee's project, such use must be separately approved by the Licensor and may require an additional fee. Any permitted third-party use must be limited solely to the Licensee's project and subject to the terms and limitations of the applicable license.

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. Upon termination, after receiving the appropriate written or electronic notification, the Licensee must destroy all copies of the Font and the relevant documentation. Retention or continued use of the Font will be considered a breach 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, except as provided in subparagraph 2.1.4, the burden of proving the inadvertency of the actions that led to such consequences shall be borne by 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. 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 comes in effect on the date the Licensee pays the applicable fee for obtaining the rights to use the Font and shall remain in effect until the Licensee has exhausted the use of the permitted impressions, subject to earlier termination as provided in clause 4.1. of this Agreement above. Upon the final use of the impressions or termination of the Agreement, the Licensee shall cease using the Font.

6.2. This Agreement is valid on the territory of all countries of the world (without limitation of territory).

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.