

End-user license agreement for providing "Server" 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 authorities 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 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. Non-Commercial Document means an electronic document which is not intended for distribution to the general public (or to some subset of the general public) as a commercial product for a fee or other consideration (for example, an e-book). An electronic document that is created for the Licensee's own internal use only or for distribution in a manner that is incidental to its business (for example an instruction manual that explains its product), is considered a Non-Commercial Document under this Agreement.

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 "Server" license, the Licensee is granted the following non-exclusive rights to use the Font:

2.1.1. The right to reproduce the Font software by setting X (XXX) servers of one legal or physical person, designated in the Licensor's invoice or order confirmation, or to embed in software that is installed on a server or to install on the development server for internal use only. The installation of the Font software shall only be used, first, to create or enable the end user to create documents with embedded Font which

are not a commercial product, and secondly, to distribute such documents among end-users, third, to create the ability to view, print and edit such documents. X (XXX) is the number of servers on which it is allowed to install the Font, as specified in the invoice or online order form. The maximum number of servers on which the Font is installed, must not exceed the number for which issued this license. The Font should be embedded in the files so to prevent extraction from the document or use outside of the document, or that it was used or would be available except on the Licensee's server.

2.1.2. The right to create, edit, view, print, and distribute static graphic materials, including marketing materials, packaging, signage, social media graphics, advertisements, and other visual artwork; to reproduce the image (drawing) of the Font symbol on any surface, in particular on paper, billboards, clothing - without limitation of print run. It is allowed to embed Font symbols in documents in a scalable (vector format) form (for example, in documents of EPS or PDF formats), to create bitmap images (JPEG, TIFF, PNG) without granting others the right to edit these documents (images) using the Font files (any provision of Font files is not allowed), i.e. the Licensee may provide completed static graphic works created using the Font Software — including packaging, signage, social media graphics, and other non-editable visual materials — to the Licensee's clients or other end users. Such transfer does not grant the recipient any right to access, use, install, edit, or extract the Font itself. If the recipient requires direct use of the Font, a separate license must be obtained.

2.1.3. In the case of transferring images (documents), in which the Font symbols are embedded, to End User (e.g. if the Licensee is a design agency or similar entity), the Licensee is obliged to notify the End User that the Licensor is the copyright holder of the Font, about the restrictions on use stipulated by this Agreement (in particular, in respect of prohibition to edit), and to ensure compliance and protect the End User from potential claims, the Licensee shall provide the Licensor with information regarding the End User and a sample of the document in which the Font is embedded, The Licensor may not use such provided image (document) for its own use, including for marketing purposes, without the permission of the End User. The End User may, but not obliged to purchase a separate license. The use of such an image (document) by the End User without the purchase of a separate license will be lawful, provided that the conditions and restrictions provided for in this Agreement are met, including the prohibition on the transfer of Font files.

2.1.4. The rights granted for in paragraphs 2.1.2 and 2.1.3 do not extend to the use of the Font in the Logo. The Licensee has the right to use the Font symbols when developing the Logo as a mockup for development and internal approval purposes. Public use (public placement, registration, commercial use) of the Logo containing the Font symbols is permitted under the "Logo" license.

2.1.5. The right to convert text created using the Font into vector outlines or rasterized artwork and modify such resulting artwork for the purpose of creating static graphic designs. Such modifications shall not constitute modification of the Font files itself.

2.1.6. The right to create and distribute Non-Commercial non-editable .pdf Documents containing Font symbols solely for viewing and printing purposes.

2.1.7. The right to distribute copies of media of reproduced characters of the Font, except for those that fall within the limits specified in the Agreement.

2.1.8. The right to publicly display images of the Font symbols, except for displaying those media and files that fall under the restrictions specified in the Agreement.

2.1.9. The right to display the Font symbols to the public, except for those media and files that fall under the restrictions specified in this Agreement, including the following: the image of the Font symbols can be used to design Web sites only in raster and/or vector formats such as PNG, JPG, GIF, PDF, EPS, etc. If the Licensee wishes to use the Font for processing Web sites with the @ font-face command, it is necessary to purchase a special license.

2.1.10. The right to modification, in such part in which the Licensee (and the End User, subject to the provisions of clause 2.1.3. of the Agreement) has the right to import the Font symbols into a graphics editor and then change their graphics.

2.1.11. The right to make a reasonable number of the Font backups solely for archival purposes, provided that the Licensee retains control of such copies. Any copies that the Licensee makes in accordance with the Agreement shall 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. **“Digital Advertising”** — a license required for the display of the Font in advertising banners and advertisements shown on websites, web applications, or mobile applications.
 - 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. **“Application”** — a license permitting the use of the Font as a component of a mobile application or computer software program.
- 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 Licenser has the right to unilaterally terminate the Agreement. Upon termination, after receiving the appropriate written or electronic notification, the Licensee shall 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, the burden of proving the inadvertency of the actions which 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. To avoid any doubts, the Licensee is informed and agrees that if the image (document) created using the Font is transmitted to the End User without observing the requirements provided for in clause 2.1.3. of the Agreement, the Licensee will be in breach of the terms of this Agreement, and the End User shall be deemed using the Font without any legal grounds.

5. Warranties

5.1. The Licenser 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 Licenser 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 Licenser 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 Licenser 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 Licenser, including commercial warranties and warranties of fitness for any particular use. The Licenser 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 Licenser'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 Licenser in the twelve (12) months immediately preceding the event giving rise to the claim. Nothing in this Agreement shall limit or exclude the Licenser'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 last for one (1) year, subject to earlier termination as provided in the clause 4.1. of this Agreement above. Upon expiration of the Agreement, the Licensee shall

6.1.1. extend the term of the Agreement by paying the cost of use for the next period, or

6.1.2. cease using the Font. However, the Licensee has the right to distribute the objects in which the Font was embedded during the period of the Agreement, without restrictions.

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.