

Desktop Font Software End User License Agreement (EULA)

This End User License Agreement is a legal agreement made between Retype Foundry / Ramiro Espinoza, with office in Generaal Spoorlaan 333, 2283GH, Rijswijk Zh, Netherlands; from now on refereed as 'Retype Foundry' and you, from now on refereed as 'You'.

This Agreement governs the terms of use of the Font Software and the design of the Fonts, from now on referred to as Font Software, in any media, printed materials, electronic documents, artwork, web services and any other material that may be associated with the product now or in the future. For the purposes of the License, 'Font Software' shall be defined as the design of the Fonts together with the Font Software in which all typographic elements are contained. Font Software shall further comprise all bitmap and/or outline representations of typeface and typographic elements created by or derived from the Font Software.

This Agreement becomes effective: a) when you click on the area marked "ACCEPT LICENSE AGREEMENT"; b) if you are acquiring the Font Software on a Compact Disc or Digital Video Disk (CD, DVD); c) as a compressed archive delivered via e-mail as an attachment or downloaded from a server, when you open the package in which the font is contained. If you do not agree with the terms of this Agreement, do not purchase, access, use, or otherwise download or install the Font Software.

1. Allowed uses

Upon payment in full Retype Foundry grants You a non-exclusive license to use the Font Software. You may use the licensed fonts to create images on any surface such as computer screens, paper, web pages, photographs, movie credits, printed material, T-shirts and any printable surface in unlimited number of copies.

2. Users, workstations and devices

Licenses are attributed per user. Each user may install the fonts on a maximum of 2 (two) computers (e.g. one workstation and one laptop). For a multi-user licence all users shall work at the same location. In this case the fonts may also be installed on a server so long as the fonts are only accessible to those covered by the license agreement.

3. Third parties

You may provide the fonts to a graphic designer, printer or other service bureau that is working on your behalf only if they agree to use the font exclusively for your work, agree to the terms of this license, and retain no copies of the font on completion of the work. You may not provide the font or make it accessible to any other third parties beyond the above mentioned instances. The Font Software may not be installed or used on a server that can be accessed via the Internet or other external network system without the purchase of a special license.

4. AI Training

The licensed use of this typeface, as granted under this End User License Agreement (EULA), expressly prohibits its utilization in AI training, neural networks, machine learning models, and any similar applications. You are prohibited from incorporating, embedding, or deploying this typeface within artificial intelligence systems, algorithms, or networks for the purpose of training, generating, or enhancing AI-generated content. This restriction aims to safeguard the integrity and distinctiveness of the typeface's design by preventing its integration into AI-driven technologies that

might compromise its originality and intended visual identity. By accepting the terms of this EULA, you acknowledge and agree to refrain from employing the licensed typeface in any form of AI training, neural network development, or analogous endeavors.

5. Limited Embedding

You are permitted to embed or otherwise include only the Font outlines for PERSONAL, NON-PROFESSIONAL, NON-COMMERCIAL USE ONLY. Uses that are commercial or professional in nature, such as, but not limited to, multi-media CD, DVD, or other prohibited uses distributed physically or online require the purchase of a special license.

5.1 Software Embedding

The embedding or other use of the Fonts or the outlines thereof, in software or other works distributed electronically and/or via physical media for sale is prohibited under this License. Any such use requires the express written permission of Retype Foundry and may or may not require the purchase of a license upgrade at the sole discretion of Retype Foundry.

5.2 Flash Type Embedding

Use of the Font Software in Flash Type animations or otherwise embedding the outlines or designs embodied in the Font Software is expressly prohibited. Any such use requires the express written permission by Retype Foundry and may or may not require the purchase of a license upgrade at the sole discretion of Retype Foundry.

5.3 PDF Type Embedding

Professional users who have purchased a license in keeping with their actual uses are permitted to embed or otherwise include the outlines embodied in the Software in a PDF Type document, distributed physically or online for commercial use provided the Fonts cannot be extracted and the document is not for resale and that the Internet uses are not redistributions of otherwise impermissible or unlicensed uses of the Font Software. Resale of any document containing an embedded copy of the Font Software is prohibited and if the ability to sell documents and/or files containing embedded copies of the Fonts is desired, a license upgrade is required. Altering the embedding bits of the Font Software or otherwise Embedding the Font Software in PDF Type documents where the Font Software can be extracted from the PDF Type document is expressly prohibited. If you are unsure how to prevent font extraction, review your embedding software prior to creating documents containing embedded copies of the Font Software.

5.4. Webfont Embedding

This license does not permit the transmitting of the Font Software over the Internet for the purposes of font serving or font replacement by means of technologies such as, but not limited to, Cufón, EOT, sIFR or other technologies that now exist or may be developed in the future. Web Font Uses include but are not limited to serving the Font Software to remote viewers. If you wish to use the Font Software for such purposes, a special web font license must be purchase and is required. Translation or adaptation of the Font Software and/or serving translated Font Software to viewers on the Internet, such as, by of illustration only, via Cufón, WOFF, sIFR, TypeKit, embeddable Open Type, etc., is not permitted under this License. Any such use requires the purchase of a license upgrade.

6. Modifications

You may import characters from the Font Software as graphic objects into a drawing program, such as Adobe Illustrator and modify them as graphic objects. You may not modify, adapt, translate, reverse engineer, decompile,

disassemble, or create derivative works based on the licensed Font Software itself without Retype Foundry's prior written consent.

7. Copyright

The Font Software and the accompanying materials are copyrighted and contain proprietary information and trade secrets belonging to Retype Foundry. Unauthorized copying of the Product even if modified, merged, or included with other software, or of the written materials, is expressly forbidden. You may be held legally responsible for any infringement of the foundry's intellectual property rights that is caused or encouraged by your failure to abide by the terms of this Agreement.

8. Termination

This Agreement is effective until terminated. This Agreement will terminate automatically without notice from Retype Foundry if you fail to comply with any provision contained herein. Upon termination, you must destroy the written materials, the Font Software, and all copies of it, in part and in whole, including modified copies, if any.

9. Disclaimer and Limited Warranty

Retype Foundry warrants the Product to be free from defects in materials and workmanship under normal use for a period of twenty one (21) days from the date of delivery as shown on your receipt. Retype Foundry shall have no responsibility to re- place the product or refund the purchase price if failure results from accident, abuse or misapplication, or if any product is lost or damaged due to theft, fire, or negligence. Any replacement product will be warranted for twenty one (21) days. The entire risk as to the quality and performance of the Product rests upon you.

Retype Foundry does not warrant that the functions contained in the Product will meet your requirements or that the operation of the software will be uninterrupted or error free. Retype Foundry shall not be liable for any direct, indirect, consequential, or incidental damages (including damages from loss of business profits, business interruption, loss of business information, and the like) arising out of the use of or inability to use the product even if the foundry has been advised of the possibility of such damages. Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you.

This Agreement contains the entire understanding between the parties and supersedes any prior understandings and agreements, oral or written, between the parties regarding the subject matter of this Agreement. No amendment to this Agreement shall be effective unless it is in writing and executed by both parties.

Web Font Software End User License Agreement (EULA)

This Web Font End-User License Agreement for the use of web fonts (the "Agreement") is a legal agreement between you and Retype Foundry that governs the use of the Licensed Web Fonts that you license from Retype Foundry website located at www.re-type.com, and which are accompanied by or refer to this Agreement.

This Agreement becomes a binding contract between you and Retype Foundry when you click on the area marked "ACCEPT LICENSE

AGREEMENT," or similar language or when you accept the Agreement by other means (for instance referring to the Agreement in a purchase order, a confirmation email, etc.). If you do not wish to be bound by the Agreement, you cannot access, use or download the Licensed Web Fonts. Please read this entire document before agreeing to be bound. Certain terms are defined in Section 9 of this Agreement.

You hereby agree to the following:

1. Binding Agreement

You are bound by the Agreement and you acknowledge that all Use of the Licensed Web Fonts is governed by the Agreement.

2. License Grant

The Licensed Web Fonts are licensed, not sold, to you for Use only under the terms of this Agreement. Retype Foundry, as the licensor, reserves all rights not expressly granted to you. You are hereby granted a non-exclusive, non-assignable, non- transferable (except as expressly permitted herein) license to Use the Licensed Web Fonts on Websites, using the @font-face selector in CSS files, subject to all of the following:

- You may not link to, nor put online, any version of a Licensed Web Font not supplied in a Web Font Kit.
- The Licensed Web Fonts may be used on one (1) domain name owned or controlled by you (subject to the next bullet point). The total traffic, measured in page views, of all web pages using a Licensed Web Font must be no greater than the number of page views specified in your invoice. Businesses or organizations such as advertising agencies, web design agencies or hosting providers that are responsible for multiple clients' Websites must enter into separate Agreement's for each client Website.
- The Licensed Web Fonts may be used in a Website where visitors produce Styled Content by directly or indirectly selecting a Licensed Web Font and entering or editing content using that Licensed Web Font, if and only if the Website does not enable or facilitate the Styled Content being used outside the Website. Examples of using Styled Content outside of a Website include but are not limited to producing merchandise, PDF documents, image files, or personalized physical objects using the Styled Content.
- You may not use conversion or editing tools on the Licensed Web Fonts.
- Use of the Licensed Web Fonts with technologies other than @font-face, such as sIFR, Cufón or Typeface.js, is not allowed.
- You shall identify all Licensed Web Fonts to visitors of Websites only by the Licensed Web Font's original name and in accordance with accepted trademark practice, including identification of the trademark owner's name. The Website's font selection user interface must display the Licensed Web Font's original name(s) and cite the source of the Licensed Web Font. You will only use the Licensed Web Font's original name(s) to identify a Licensed Web Font which effects a faithful reproduction of the underlying font and which is of a quality sufficient to meet industry typographic quality standards.

3. AI Training

The licensed use of this typeface, as granted under this End User License Agreement (EULA), expressly prohibits its utilization in AI training, neural networks, machine learning models, and any similar applications. You are

prohibited from incorporating, embedding, or deploying this typeface within artificial intelligence systems, algorithms, or networks for the purpose of training, generating, or enhancing AI-generated content. This restriction aims to safeguard the integrity and distinctiveness of the typeface's design by preventing its integration into AI-driven technologies that might compromise its originality and intended visual identity. By accepting the terms of this EULA, you acknowledge and agree to refrain from employing the licensed typeface in any form of AI training, neural network development, or analogous endeavors.

4. Intellectual and Industrial Property Rights

You agree that the Licensed Web Fonts are protected by the copyright law and other intellectual and industrial property rights of the Netherlands, by the copyright law and other intellectual and industrial property rights of other nations, and by international treaties. You agree to treat the Licensed Web Fonts as you would any other copyrighted material. You may not copy the Licensed Web Fonts, except as expressly provided herein. You agree not to adapt, modify, alter, translate, convert, or otherwise change the Licensed Web Fonts, or to create Derivative Works from the Licensed Web Fonts or any portion thereof. You further agree not to use the Licensed Web Fonts in connection with software and/or hardware which create Derivative Works of the Licensed Web Fonts. You agree not to reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code or instructions of the Licensed Web Fonts, provided, however, that if you are located in a European Community member country or any other country which provides rights materially similar to the rights set forth in this provision, you may reverse engineer or decompile the Licensed Web Fonts only to the extent that sufficient information is not available for the purpose of creating an interoperable software program (but only for such purpose and only to the extent that sufficient information is not provided in a timely manner free of charge by Retype Foundry upon written request). You agree that Retype Foundry, or its third party licensors, owns all right, title and interest in and to the Licensed Web Fonts, their structure, organization, code, and related files, including all intellectual and industrial property rights therein such as copyright, design and trademarks rights. You agree that the Licensed Web Fonts, their structure, organization, code, and related files are valuable property of Retype Foundry or its third party licensors and that any intentional or negligent Use of the Licensed Web Fonts not expressly permitted by the Agreement constitutes an infringement of intellectual and industrial property rights.

You agree to use trademarks associated with the Licensed Web Fonts according to accepted trademark practice, including identification of the trademark owner's name. The use of any trademark authorized herein does not give you any rights of ownership in that trademark and all use of any trademark shall inure to the sole benefit of Retype Foundry. You may not change any trademark or trade name designation for the Licensed Web Fonts.

5. Warranty; Limitation of Liability

Retype Foundry warrants to you that the Licensed Web Fonts will perform substantially in accordance with W3C specifications for the use of fonts in conjunction with the '@font-face rule' specified in the cascading style sheets ("CSS") specification set forth on the <http://www.W3.org> website as of the date of this Agreement for the twenty-one (21) day period following delivery of the Licensed Web Font(s). To make a warranty claim, you must, within the twenty-one (21) day warranty period, contact Retype Foundry with sufficient information regarding your licensing of the Licensed Web

Font(s) so as to enable Retype Foundry to verify the existence and date of the license. If the Licensed Web Font(s) do not perform substantially in accordance with W3C specifications for the use of fonts in conjunction with the '@font-face rule' specified in the cascading style sheets ("CSS") specification set forth on the <http://www.W3.org> website as of the date you agree to be bound by this Agreement, the entire, exclusive, and cumulative liability and remedy shall be limited to the refund of the license fee you paid to Retype Foundry to obtain delivery of the Licensed Web Font(s).

6. Transfer of the Licensed Web Fonts

You may not rent, lease, sublicense, give, lend, or further distribute the Licensed Web Font(s), or any copy thereof, except as expressly provided herein. You may transfer all its rights to use the Licensed Web Font(s) to another person or legal entity provided that (i) the transferee accepts and agrees to be bound by all the terms and conditions of this Agreement, and (ii) you destroy all copies of the Licensed Web Font(s), including all copies stored in the memory of a hardware device. If you are a business or organization, you agree that in case of a reasonable doubt with regard to the proper Use of the Licensed Web Font(s) within your organization, upon request from Retype Foundry or its authorized representative, you will, within thirty (30) days, fully document and certify that the Use of any and all Licensed Web Fonts licensed by you from Retype Foundry at the time of the request is in conformity with your valid licenses from Retype Foundry.

7. Copies

You may make one back-up copy of the Licensed Web Font(s) for archival purposes only, and you shall retain exclusive custody and control over such copy. Any copies that you are expressly permitted to make pursuant to the Agreement must contain the same copyright, trademark, and other proprietary notices that appear on or in the Licensed Web Font(s). Upon termination of Agreement, you must destroy the original and any and all copies of the Licensed Web Font(s).

8. Termination

Upon failure by you to comply with the terms of the Agreement, Retype Foundry shall be entitled to terminate the Agreement upon notice by regular mail, paid carrier, telefax or email/text form. The termination of the Agreement shall not preclude Retype Foundry from suing you for damages for any breach of the Agreement. The Agreement may only be modified in writing signed by an authorized officer of Retype Foundry.

9. Other Terms and Conditions

In the event that any provision of this Agreement is unenforceable or invalid, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and, in such event, such unenforceable or invalid provision shall be changed and interpreted so as to best accomplish the objectives of such provision within the limits of applicable law or court decisions.

You agree that the Licensed Web Fonts may not be shipped, transferred or exported into any country or used in any manner prohibited by the Netherlands Export Administration or any applicable export laws, restrictions or regulations.

This Agreement is governed by the laws of the Netherlands applicable to contracts wholly entered and performable within such jurisdiction.

10. Definitions

“Derivative Work” means binary data based upon or derived from the Licensed Web Font(s) (or any portion of the Licensed Web Font(s)) in any form in which such binary data may be recast, transformed, or adapted including, but not limited to, binary data in any format into which the Licensed Web Font(s) may be converted.

“Licensed Web Fonts” means those fonts optimized for use on the Web, either individually or collectively, that you license from Retype Foundry through its website located at www.re-type.com

“Retype Foundry” means VOF Retype, doing business as Retype Foundry, a Dutch company registered in the Dutch Chamber of Commerce (KvK) with the number 34276355 and with offices in the address: Generaal Spoorlaan 333, 2283GH, Rijswijk Zh, Netherlands.

“Styled Content” means any content produced on a Website by a visitor to such Website through Use of the Licensed Web Fonts.

“Use” of the Licensed Web Fonts shall occur when an individual is able to give commands (whether by keyboard or other- wise) that are followed by the Licensed Web Fonts, regardless of the location in which the Licensed Web Fonts resides. “Use” of the Licensed Web Fonts shall also occur when the software or instructions are executed.

“Web Font Kit” means a repository for the bundling of Licensed Web Fonts for Use on a Website. A Web Font Kit shall contain page view tracking code which must be retained by you and placed on all Websites which Use any Licensed Web Fonts.

“Website(s)” means a web site or web sites (i.e., a collection of web pages, images, videos or other digital assets that are hosted on one or more web servers, accessed from a common root Uniform Resource Identifier (URI)) which: (i) Uses or accesses the Licensed Web Font(s) in its web pages, (ii) does not in any way enable the permanent installation of the Licensed Web Font(s) by Website visitors on any printer or display which displays a screen image created by Use of or access to the Licensed Web Font(s), and (iii) reasonably restricts access to Licensed Web Font(s) from Use or access by web pages or any document not originating from such Websites.

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Trial Fonts End User License Agreement (EULA)

Thank you for choosing Retype Foundry’s fonts. By downloading or using the “Trial Fonts” you (“The User”) accept all the terms and conditions of this agreement. Retype Foundry hereby grants a non- exclusive, non-transferable license to use the Trial Fonts conditional on the terms that follow:

1. Use restrictions

TRIAL FONTS CAN BE USED ONLY FOR TESTING PURPOSES. THIS LICENCE DOES NOT COVER ANY OTHER USE, COMMERCIAL OR NOT.

2. AI Training

The licensed use of these Trial Fonts, as granted under this End User License Agreement (EULA), expressly prohibits its utilization in AI training, neural networks, machine learning models, and any similar applications. You are prohibited from incorporating, embedding, or deploying this typeface within artificial intelligence systems, algorithms, or networks for the purpose of training, generating, or enhancing AI-generated content. This restriction aims to safeguard the integrity and distinctiveness of the typeface’s design by preventing its integration into AI-driven technologies that might compromise its originality and intended visual identity. By accepting the terms of this EULA, you acknowledge and agree to refrain from employing the licensed typeface in any form of AI training, neural network development, or analogous endeavors.

3. Commercial Use

If The User want to use the Trial Fonts for commercial purposes (e.g., but not limited to: work for hire, published designs for sale, advertising, self-promotional materials for freelancers, basically anything directly or indirectly related to money.), The User must contact Retype Foundry to obtain a full version of the fonts.

4. Embedding

Embedding of the Trial Fonts in software or electronic documents not explicitly stated here is prohibited.

5. Modifications

Trial Fonts may not be modified, decompiled, or converted to other formats without prior written permission from Retype Foundry.

6. Transfer of License

Licenses are not transferrable. You may not rent, lease, sublicense, give, lend, or further distribute the Trial Fonts, copies, or parts of them.

7. Copyright

Trial Fonts are copyright protected. Trial Fonts software and all copies are and remain intellectual property of Retype Foundry.

8. Limited guarantee

Trial Fonts have a reduced character set, a limited guarantee and support. There can not be made a claim for damages, e.g. loss of production, operation or production downtimes, increased consumption of material and other damage caused directly or indirectly in connection with using the Trial Fonts.

9. Generally

Retype Foundry reserves all rights to itself, which are not expressly granted by the present Treaty. If parts of this agreement should be ineffective, does that not affect the effectiveness of the remaining parts of this agreement. The present Treaty is subject to Dutch law.