

END USER LICENSE AGREEMENT (EULA)

THIS AGREEMENT CONFIRMS THAT YOU ("LICENSEE") HAVE PURCHASED FROM [NEWGLYPH] ("SUPPLIER") A LICENSE TO USE THE FONT SOFTWARE ("FONT") SUBJECT TO THE TERMS BELOW. YOUR RIGHTS ARE LIMITED TO THE SPECIFIC TYPE OF LICENSE YOU SELECTED AT THE TIME OF PURCHASE—WHETHER FOR PRINT USE, WEB USE, OR AN ALL-USE LICENSE. ANY USE OUTSIDE OF THE LICENSE TYPE YOU PURCHASED IS NOT PERMITTED. THE DETAILS OF YOUR PERMITTED LICENSE USAGE CAN BE FOUND IN THE SECTIONS THAT FOLLOW.

1. CONTRACTUAL AGREEMENT

This agreement establishes the terms between two parties: you (the purchaser and licensee) and Newglyph SA (referred to as Newglyph, the Supplier). By purchasing, downloading, installing, using, or interacting with the digital typeface software (referred to as fonts), you agree to abide by the conditions outlined in this agreement. By accepting these terms, you confirm your understanding and compliance with them.

You are not acquiring the copyright of the design or any other component of the fonts. Instead, you are granted specific rights in the form of a non-exclusive, non-transferable, perpetual, and worldwide license. This license permits you to use the fonts in accordance with the terms outlined in this agreement and is valid for the number of licenses you have purchased.

2. LICENSE LIMITATIONS

Your license allows you to purchase fonts not only for personal use but also on behalf of third parties. However, this is limited to procurement and distribution for the benefit of these third parties and is not intended for resale or lending. If a client requires assistance with font purchases, they are encouraged to contact our sales team at contact@newglyph.com.

These terms are designed to be straightforward and clear to ensure both parties understand their rights and obligations.

3. LAWFUL USE OF PRODUCT

Upon full payment of the agreed-upon usage fee, you obtain a license to install the font software on the number of devices corresponding to the licenses you have purchased. These devices must be owned by the licensee specified in the order and may be connected to and used with any number of output devices, such as printers. The font software may also be downloaded to

the memory of output devices for the purpose of remaining resident in the output device. It is essential that all individuals with access to the font software are informed about the terms of this license agreement.

4. LAWFUL USE OF PRODUCT DEFINITIONS

Within Your Company or Organization:

Usage within your company or organization includes all business locations but does not extend to clients or other third parties, including self-employed individuals working for you but not at your business locations. Self-employed individuals temporarily working at your business locations using your devices are considered part of your organization. They must be informed about the terms of this license agreement and must only use the font for your organization's work.

Servers within Your Company:

Fonts may only be stored on servers under your control, which are used to serve websites for which you have sole administrative access.

Embedding:

Embedding refers to the use of fonts in applications to style text inside those applications. The fonts may not be embedded into any physical devices, and font files cannot be saved on a device and transferred to a third party.

Applications:

Applications are those designed to run on specific operating systems, provided they support the font files supplied by Newglyph.

Website Visitors:

There is no need for an additional license to record or control the number of monthly website visitors.

Licensing Add-ons:

Contact us at contact@newglyph.com for additional license add-ons if needed.

5. DESKTOP LICENSING FOR PRINT USE

Usage Rights:

Your license permits the use of fonts for static or moving files, including images, videos, broadcasts, and apps, based on the number of licenses you have purchased.

Installations:

You may install the fonts on the number of devices corresponding to your purchased licenses within your company or organization. File sharing is prohibited.

File Handling:

Fonts may be sent to prepress bureaus or printers as part of a file release. The fonts may be embedded into PDF, PostScript, and EPS files but not any other formats.

Font Modifications:

Fonts must not be modified under any circumstances.

Microsoft Office:

We do not guarantee compatibility with Microsoft Office.

6. WEB LICENSING

Usage Rights:

Your license allows the use of fonts for web development activities hosted on your own servers, limited to the domains specified during purchase.

Installations:

Fonts may be installed on hosting services for domains belonging to your company or organization.

File Handling:

Fonts may be embedded using the CSS @font-face technique but not in any other format. Fonts may not be shared with unrelated third parties.

Font Modifications:

Fonts may not be modified, except by subsetting the character set to reduce the number of characters or features while keeping the underlying character designs unchanged.

7. APP LICENSING

Usage Rights:

Your license allows the embedding of fonts in applications for the number of licenses you have purchased.

Installations:

You may provide a copy of the font software to a company developing a website or mobile application for you within a defined project timeframe. Fonts must be deleted from the developer's computers upon project completion.

File Handling:

Fonts may be embedded in applications but may not be shared, copied, or embedded in any other formats.

8. PURCHASING THE FONT ON BEHALF OF A CLIENT

You are allowed to purchase font software on behalf of third parties, including your clients, solely for the creation of printed materials. Resale and lending of the font software to third parties outside your organization are not permitted. If your client requires a license for their own use, they should contact our sales team at contact@newglyph.com.

7. BREACH OF CONTRACT

Any breach of this agreement will terminate your license to use the fonts. After termination, you must des-

troy all copies of the fonts, including archival copies. A breach of this EULA obligates you to pay a penalty and legal fees, and you must continue to abide by this EULA even after termination.

8. WARRANTY AND LIABILITY

Limited Warranty:

Newglyph SA makes no warranties, expressed or implied, on Free Trial files.

Intellectual Property Warranty:

The Supplier warrants that it has all the rights necessary to enter into this agreement and that the font software does not breach the intellectual property rights of any third party.

Disclaimer of Warranties:

Except for the limited warranties set forth in this agreement, the Supplier makes no other warranties, expressed or implied.

Limitation of Liability:

In no event will the Supplier be liable for consequential, indirect, incidental, or special damages, including lost profits or data.

9. RIGHTS RESERVED

All rights not expressly granted in this agreement are reserved to Newglyph SA.

10. LAW AND JURISDICTION

This agreement is governed exclusively by Swiss law. The exclusive place of jurisdiction is the legal office of Newglyph SA, currently Lausanne, Switzerland.

YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.