End User License Agreement

This End User License Agreement (the **EULA**) is part of the Agreement between you (the **End User**) and Maxitype Sàrl, Rue Fendt 10, CH-1201 Geneva, Switzerland (**Maxitype**). Maxitype hereby grants you, subject to the terms, conditions, and limitations under this EULA, a license (the **License**) to use the Licensed Fonts as defined herein.
→ **Trials**: see section 6 SPECIAL USAGE

1 OBJECT

1.1 **Font Software** shall mean the software developed and produced by Maxitype which, when used with the appropriate hardware and software, allows for the generation of the typographic characters (fonts) available on Maxitype's website (the **Font Software**).

1.2 **Licensed Fonts** shall mean the typographic characters (fonts) purchased by you as specified in your order form (the **Order Form**), including the underlying Font Software (the **Licensed Fonts**).

1.3 By downloading and/or installing the Font Software, you confirm that you have read and understood the terms and conditions of this EULA and that you expressly agree to them without reservation. Outside of their use as described herein, you may not distribute, lend, rent, transfer, sell, assign, publicly or privately share any modified or unmodified version of the Licensed Fonts.

2 OWNERSHIP

All rights in and to the Licensed Fonts, including but not limited to copyrights, designs and trademarks, are the sole and exclusive property of Maxitype.

3 LICENSE

3.1 You are purchasing a non-exclusive, non-transferable, revocable and worldwide license, to use the Licensed Fonts as specified in the relevant Order Form. You are not purchasing the copyright to the design or any other part of the Licensed Fonts.

3.2 If you are acting on behalf of an end-user, you must ensure that the end-user accepts the terms, conditions and limitations set forth in this EULA.

4 FINANCIAL TERMS

4.1 You shall pay Maxitype a non-refundable purchase price for the License. The applicable purchase prices are set out in the relevant Order Form.

4.2 Unless otherwise specified in an Order Form, the purchase price shall be paid within 30 days of the execution of the relevant Order Form.

4.3 No refund of the purchase price will occur if the number of uses specified in the Order Form is reduced or if you decide to discontinue, in whole or in part, the use of the Licensed Fonts.

5 BUSINESS USAGE

5.1 The Licensed Fonts can be used for one or several of the specified following business purposes, as defined in the relevant Order Form. You may not use the Licensed Fonts for a purpose not specified in the Order Form. If you want to use the Licensed Fonts for a purpose not included in your Order Form, you must secure a separate license and/or a license extension at additional cost. Maxitype reserves the right to inspect or monitor your usage of the Licensed Fonts. When embedded, Licensed Fonts and Font Software must always be embedded in a secure manner in order to prevent unauthorized extraction or access by third parties.

5.2 **Desktop License**. The number of work-stations on which you may use Licensed Fonts depends on the license purchased and referenced on your Order Form. If the number of work-stations increases, the License must be updated.

5.3 In the case of the closure or merging of business entities, the License and the Licensed Fonts cannot be transferred. All licensed work-stations must legally belong to one entity. If an entity hires any third parties that are not directly employed by said entity, a separate license is necessary for those parties (the **Third Party License**).

5.4 Licensed Fonts are provided in OTF format and may be used offline only.

5.5 You can make security copies of the Licensed Fonts as long as they remain inaccessible to external parties. When embedded in production files, a copy of the Licensed Fonts may be shared with prepress and printing entities. If any of these external entities manipulate texts

using Licensed Fonts, an individual license is necessary for those parties.

5.6 The Licensed Fonts may be embedded into public PDF files as vector outlines.

5.7 The Licensed Fonts must not be embedded into any other format under this License. Print-font(s) must not be used to generate web-font(s).

5.8 **Web License**. The number of websites on which you may use the Licensed Fonts, and the number of visitors these website(s) may serve, is dependent on the license purchased and referenced on your Order Form.

5.9 In the case of an increase in visitor numbers, the license must be updated on an annual basis.

5.10 In the case that a website using the Licensed Fonts is shutdown, the Licensed Fonts and/or the License cannot be transferred. The Licensed Fonts for a web license are provided in WOFF and WOFF2 formats and must be self-hosted on your server(s).

5.11 Web-fonts have to be acquired as such and cannot be generated from print-fonts or other files. They cannot be used for any purpose other than that defined by the License.

5.12 **App License**. An App License is required to embed a Licensed Font within a mobile application to arrange and display text.

5.13 The App License grants you the right to embed the Font Software in the application(s) built to run natively on mobile operating systems including, but not limited to, Android, iOS, and Windows Mobile for arranging dynamic, static, or editable text.

5.14 The App License depends on the number of downloads of the mobile application, which must be referenced on your Order Form.

5.15 In the case of an increase in download numbers, the license must be updated on an annual basis.

5.16 In the case that a mobile application using the Licensed Font is shutdown, the Licensed Font and/or the License cannot be transferred.

5.17 **Game License**. A Game License is required to embed a Licensed Font within a software or a video game that is not a mobile application, to arrange and display text.

5.18 The Game License grants you the right to embed the Font Software in software and video games for arranging dynamic, static, or editable text.

5.19 **ePublication License**. An ePublication License is required to embed a Licensed Font within an electronic publication to arrange and display text.

5.20 The ePublicaton License grants you the right to embed the Font Software in electronic documents such as e-magazines, e-newspapers and, e-books as specified in your Order Form for arranging dynamic or static text on reading devices. The ePublication License allows use of the Licensed Fonts on multiple issues/numbers/titles of the same electronic publication.

5.21 **Logotype License**. A Logotype License is required to create a logotype featuring outlines of the Licensed Font. The Logotype License is an extension license; a Desktop License for the specific Licensed Font must first be purchased. The registration of the logotype as a trademark requires the purchase of a Trademark License as detailed below.

5.22 A Licensed Font used in a logotype may then be viewed in a secured read-only mode, so that any documents featuring the Licensed Font can be viewed and printed without the third-party receiving such documents being able to extract or use the Licensed Fonts embedded such documents, for instance to edit or create new documents

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5.23 **Trademark License**. A Trademark License is required to legally register/trademark a logotype or a brand mark using a Licensed Font as a trademark. The Trademark License grants you the right to legally register/trademark a logotype featuring outlines of the Licensed Font. The Trademark License is an extension license; a Desktop License and a Logotype License for the specific Licensed Font must first be purchased.

5.24 A Licensed Font used in a registered/trademarked logotype may then be viewed in a secured read-only mode, so that any documents featuring the Licensed Font can be viewed and printed without the third-party receiving such documents being able to extract or use the Licensed Fonts embedded such documents, for instance to edit or create new documents.

5.25 You represent and warrant that you are the owner of the trademark(s) specified in the relevant Order Form.

5.26 **Merchandise License**. A Merchandise License is required to display the Licensed Fonts on merchandise, in particular, hardware, fashion, and packaging.

5.27 The Merchandise License grants you the right to display the Licensed Fonts on merchandise, in particular, hardware, fashion, and packaging. The Product License is an extension license; a Desktop License for the specific Licensed Font must first be secured. The targeted number of items and their visibility; such as their point(s) of sales and/or use context, shall be defined in the relevant Order Form.

5.28 **Social License**. A Social License is required to display a Licensed Font on any social media channel(s) that has more than 20,000 (twenty thousand) followers. The Social License is an extension license; a Desktop License must also be secured.

5.29 The Social License grants you the right to display a Licensed Font on social media channel(s), such as Instagram, TikTok, Twitter, Snapchat, and Facebook. The Social License is an extension license; a Desktop License for the specific Font must first be purchased.

The maximum number of followers of your social media channel(s) shall be defined in the relevant Order Form.

5.30 **Video License**. A Video License is necessary for you to display a Licensed Font in video media for online streaming services, television broadcast/cable and film.

5.31 The Video License grants you the right to display the Licensed Font on video media in the context of online streaming services, television broadcast/cable and film. The Video License is an extension license and requires a Desktop License. Usage of the Licensed Fonts, including geographical territories where the specific video content is shown and number of titles, as applicable, shall be specified in the Order Form.

6 SPECIAL USAGE

6.1 **Trial License**. A trial license allows Maxitype's customers to use the Font Software for testing purposes.

6.2 Upon request, Trial Licenses are available to Maxitype customers and are provided with a limited character set. The license exclusively allows usage for testing and trial purposes, as well for paid and unpaid pitches.

6.3 Use of Trial Licensed Fonts in any final files for any project, commercial or non-commercial, is strictly prohibited.

6.4 **Educational License**. An Educational License grants educational institutions the right to make the Font Software available for use to their staff and students by installing it on their server, strictly for educational purposes, as described in a relevant Order Form.

6.5 Students actively enrolled at an accredited educational institution may use Font Software and Licensed Fonts in final files provided the context of their use is strictly non-commercial and for educational purposes.

7 GENERAL LIMITATIONS / PERMISSIONS

7.1 Licensed Fonts may not be amended, regenerated, or reformatted in any way. They may not be resold, lent, rented, distributed, or traded in any way to third parties. Any expansion or derivatives of Licensed Fonts must be performed or authorised by Maxitype.

7.2 You may not modify the Licensed Fonts under any circumstance. You may convert text into vector paths and edit those vector paths in applications that support the Licensed Font files.

7.3 You are obliged to undertake all steps to prevent unauthorised use of the Licensed Fonts. If you grant employees or representatives access to Licensed Fonts, you are required to inform them of this EULA.

7.4 Maxitype is not responsible and has no obligation to assist you for any installation or utilisation problems of the Font Software on any unit, computer, software, document, website or any other platform, or medium, past, present and future, for any IT testing, installation and support and for any metrics or kerning issues.

7.5 Use of Licensed Fonts in any racist, homophobic, transphobic, or sexist context is prohibited. Use of the Licensed Fonts for the dissemination of words and images for any form of political campaign, for and by religious organisations, for political, politically motivated or religious messages (slogans, logos, claims, etc.) or any public use by, without limitation, political parties, political and religious organisations, lobbying institutions, think tanks, action committees (including use for political branding and/or design purposes) is subject to Maxitype's prior, specific and expressly given written consent. Any prohibited or unauthorised use will result in immediate termination of the Agreement and License without prejudice to Maxitype's right to seek compensation, including for any reputational damage suffered as a result of such use.

7.6 You may not use artificial intelligence, machine learning, or any other computational methods, to develop and create new fonts, based on the Licensed Fonts. This includes the prohibition to train, test or develop deep learning or similar models with the Licensed Fonts, or any part of their data.

8 WARRANTY / LIABILITY

8.1 The Services and any Deliverables are provided AS IS and AS AVAILABLE.

8.2 To the maximum extent permitted under applicable law, Maxitype expressly disclaims all warranties with respect to the Licensed Fonts, whether express, implied or statutory, including any warranties of merchantability, fitness for a particular purpose, quiet enjoyment and non-infringement of third-party rights.

8.3 The use of the Services or any Deliverables is entirely at your own risk.

8.4 Any use of Licensed Fonts that may result in harm, death, injury, property or environmental damages is not permitted.

8.5 Maxitype's liability under the Agreement, whether in contract, tort or any other theory of liability, shall be excluded to the maximum extent permitted under applicable law. In particular, Maxitype shall not be liable for indirect, incidental or consequential damages, lost profits, lost data, lost business opportunities, lost savings or damage to programs or data media, even Maxitype Sàrl has been advised of the possibility of such damages. Neither shall Maxitype be liable for any claim against you by any third party seeking such damages.

8.6 Without prejudice to the foregoing, in no event, shall Maxitype's total liability during any period of 12 months exceed the amounts actually paid by you during the 12 months preceding the events giving rise to the claims.

8.7 **Variable Fonts**. Compatibility and functionality of Variable Fonts may vary across software, platforms, and devices. You are solely responsible for verifying compatibility with your

intended use. To the maximum extent permitted by law, Maxitype shall not be liable for any third-party compatibility issues.

9 LIABILITY

9.1 In the event of a Licensed Fonts is used without an appropriate License, Maxitype reserves itself the right to apply a retroactive license for the illegitimate use and charge a corresponding price based on the applicable license in such case, as well as an additional penalty of at least 3× the license price and any legal fees.

9.2 Without limiting the generality of the foregoing, Maxitype reserves its right to claim additional compensation for any damages, losses, and costs (including attorney's fees) incurred by Maxitype as a result of a breach of this EULA and to exercise any other available rights and remedies, in particular, without limitation, appropriation of profits.

9.3 You acknowledge that any breach of this EULA, including, without limitation, any unauthorised use of the Licensed Fonts, may cause Maxitype irreparable harm for which monetary damages would be an inadequate remedy. Accordingly, Maxitype shall be entitled to seek injunctive relief, specific performance, or any other interim or provisional measures from any court of competent jurisdiction, without the requirement to post any bond, security, or other undertaking, and without prejudice to any other rights or remedies available to Maxitype under the Agreement or applicable law.

10 TERMINATION

10.1 Any breach of the Agreement by you or any bankruptcy or similar proceedings brough against you shall be cause for immediate termination by Maxitype of the Agreement and License. In such an event, you shall cease any usage of the Font Software and Licensed Fonts with immediate effect.

10.2 At its sole discretion, instead of exercising its right to termination, though without prejudice to the exercise of such right, Maxitype may opt to require you to remedy any breach of the Agreement.

10.3 In the event of termination, the Licensed Fonts and back-up copies must be deleted; such deletion to be documented and evidenced by you without delay upon request of Maxitype.

11 CONFIDENTIALITY

11.1 From the moment you use a Licensed Font publicly in any way, Maxitype shall be entitled to use your name, as well as other trademarks, and images and videos of the use, for marketing reasons only. If you do not wish to grant Maxitype this right, you can indicate this by sending an email up to 30 calendar days after your purchase date.

12 MISCELLANEOUS

12.1 **Amendment.** The Agreement cannot be amended without written permission of Maxitype.

12.2 **Entire Agreement.** The Agreement represents the complete agreement between the parties; all verbal communications and prior communications regarding the application of the Licensed Fonts or the Font Software are not valid or effective. Any and all rights not expressly granted in this agreement are reserved to Maxitype.

12.3 **Hierarchy.** In the event of a conflict or contradiction between the provisions of the EULA and those of any other contractual documents, the EULA shall take precedence, subject to expressly derogating provisions contained in the Order Form.

12.4 **Severability.** If any provision of the Agreement is held to be invalid or unenforceable for any reason, the parties hereby agree to replace such provision with a valid and fully enforceable provision reflecting the original intent of the Parties to the fullest extent possible. In any event, all other provisions shall remain valid and enforceable to the fullest extent possible.

12.5 **No Waiver.** The failure of either party to enforce any of the provision of the Agreement, or any rights thereunder, shall in no way be considered as a waiver of such provisions or rights.

13 GOVERNING LAW AND JURISDICTION

13.1 **Governing Law.** Subject to mandatory applicable law, the Agreement, shall be governed by and construed in accordance with Swiss substantive law, at the exclusion of its conflict of laws provisions and international treaties.

13.2 **Jurisdiction.** Subject to mandatory applicable law, any dispute or controversy arising out of or in relation to the Agreement shall be subject to the exclusive jurisdiction of the competent courts of the seat of Maxitype.