

# END USER LICENSE AGREEMENT (EULA)

Please read this End User License Agreement carefully. This contract governs the use of the typeface and/or fonts available on Troisième Type's website.

This End-User License Agreement (EULA) governs the use of digital font as presented on the pages of www.troisieme-type.com and/or any Troisième Type's catalogs. It is concluded between you (hereinafter: the end user) and Troisième Type. By paying, downloading, installing and/or using digital fonts, you confirm that you have read and accepted the terms of this agreement whose terms bind you legally to Troisième Type and that you have the legal capacity to contract.

Should you not accept the conditions above and below, do not purchase, access, download and/ or install or otherwise use the digital font.

# 01. Licensing options

- <u>Desktop 1 user.</u> For use on one (1) desktop workstation / one (1) end user. This license is suited for a freelancer or a person working independently.
- <u>Desktop 2-5 users.</u> For use on a max. of five (5) desktop workstations / up to five (5) end users. This license is suited for small businesses or start-ups.
- Web. For use on one (1) website / 50K page views/per month. This license is suited for website and web application.
- Merchandise. For use on max. ten (10) desktop workstations / up to ten (10) end users. This license is suited for merchandising, marketing and promotional needs.
- Schools. For use on max. thirty (30) desktop workstations / up to thirty (30) end users. This license is suited for teachers, for a educational use only.

### o2. Rules and Restrictions

- a. For Desktops and Merchandise licenses.You are allowed to:
- create any kind of design, including logo/trademark designs,
- use the font in editable embedding pdfs and other similar documents,
- use the font in e-publications (up to 50K views/per month, contact us to upgrade).

### You are not allowed to:

- modify, adapt, translate, reverse engineer, decompile, disassemble or create derivative works based on this font/typeface,
- sell the font/typeface without permission,
- redistribute the font without permission,
- convert the font to any webfont formats.

### b. For Web license.

You are not allowed to:

- install the font on your desktop,
- if you are a developer, you need to purchase a desktop license to work with the font(s) on your computer.

# c. For Schools license.

You are not allowed to:

- use the font for commercial work/projects,
- sell the font/typeface without permission,
- redistribute the font without permission,
- convert the font to any webfont formats,
- use the font in editable embedding pdfs and other similar documents,
- use the font in e-publications.

# оз. Grant of License

Troisième Type hereby grants you a limited, non-exclusive, non-transferable, revocable licence, without the right of sublicense to install and use the digital font on an agreed number of devices/workstations owned by the user, subject to the terms of this agreement. If the use exceeds the agreed licensed use

If the use exceeds the agreed licensed use specified in this hereby agreement, you must purchase an appropriate licence extension from www.troisieme-type.com. Note that an additional

Troisième Type — troisieme-type.com

fee will be charged for this license extension. Troisième Type reserves all rights not expressly granted to you in this agreement.

The digital font may not be installed or used on a computer or server that can be openly accessed via the Internet or other external network system.

You agree that you will not distribute or disseminate all or any part of the digital font through any online service. For any use included in the "server use", the appropriate server license must be purchased, in addition to this present End User License. The subscription for any webfont from Troisième Type can only be done via a secured service authorized to distribute Troisième Type's Webfonts.

Any Troisième Type font converted into webfont is prohibited and not covered by this license.

Any digital file, EPS file, illustration, or anything derived from our digital font must be used according to this original licensing terms and may not be sublicensed, given away, or sold without our prior written permission.

Any use of Troisième Type fonts, or single glyph, in NFT (Non-Fungible Token) artwork, or any other type of production related to blockchain technology is prohibited without our prior written permission.

Any specific licenses, upgrades may be purchased at www.troisieme-type.com or by contacting Troisième Type will be required in such and similar cases.

# 04. Ownership of the digital font

The digital font described on the pages of www. troisieme-type.com and/or any Troisième Type's catalogs remains the property of Troisième Type and are protected by the French Property Code regardless of the country in which you are operating, by the copyright laws and intellectual property code, by other international treaties.

Troisième Type hereby represents and warrants that it is the sole author, creator, producer and developer of the Font licensed herein (or that it has otherwise obtained the necessary rights with respect to the Font to enable the user to

utilize the fonts in accordance with the license in this Agreement), and that the Font does not infringe upon the copyright, trademark or other intellectual or proprietary right of any third par-

### оъ. Clients and third parties

If you purchase your own license as a graphic studio, design or advertising agency, the ultimate end user (your client) should also purchase the corresponding user license for their intended use of the digital font.

If you purchase a user license on behalf of your customer, your client must accept the corresponding workstation or media end user license on www.troisieme-type.com before any download and installation of the concerned digital fonts. In addition, any project by you as an agency or studio on behalf of your clients requires you to purchase the corresponding license for your own use even if it's on the behalf of your clients. Any of these cases require the corresponding new license(s) or special upgrade(s) should be purchased at www.troisieme-type.com or by writing to hey@troisieme-type.com

The original license does not extend to uses by temporary employees or independent contractors using the desktop license of the digital font. Users licensed are not allowed to send documents to third parties by including the digital font file composing content of the document. Content of any document sent to any third party must be vectorized or embedded inside an image (PNG, JPG, TIFF...) or within a PDF format.

# o6. Liability and termination

To the extent permitted by applicable law, Troisième Type disclaims all liability for any loss, cost or damage, including without limitation indirect, special, consequential, or incidental damages, including any lost profits or lost savings, loss of goodwill, business interruption, work stoppage, loss of data, or computer failure, damage or malfunction, or for any claim by any party, even if Troisième Type has been apprised of the possibility of such damages, and regardless of the

# Troisième Type — troisieme-type.com

theory (including contract, tort, strict liability, negligence or otherwise) upon which such claim is based.

The end user commits himself to undertake all necessary steps to prevent unauthorized access to the digital font delivered with your end user license and to any copies of the digital font.

The end user agrees to inform the end user's employees or any person who has access to the digital font to ensure that they shall strictly abide by these terms and conditions described in this end user license agreement. This end user license agreement shall automatically terminate in the event that the end user breaches any term or condition set forth herein.

This end user license agreement may only be modified in writing signed by an authorized representative of Troisième Type.

In the event that the end user would not comply with the clauses of the present end user license agreement, Troisième Type, reserves itself the right to immediately terminate this License Agreement without any financial compensation whatsoever. In this case, the end user would have to turn over the digital fonts, its components and digital data to Troisième Type and destroy all the copies held by him within seven days starting the date of termination, thus prohibiting any further use. At the request of Troisième Type, the end user would be obliged to provide written confirmation that said deletion has occurred.

# 07. Warrants

The digital font is provided, "as it is". Troisième Type does not make any warranty of any kind, either expressed or implied, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose. The entire risk as to the quality and performance of the digital font rest upon you. Troisième Type does not warrant that the functions contained in the digital font will meet your requirements or error are free. Any implied warranty obligation created by law is valid for a period of thirty days only. You agree that there are no warranties of any kind after the above period.

### o8. Disclaimer

Troisième Type cannot be held responsible for damage caused or supported by the end user and/or third party resulting from a misuse of the digital font. Troisième Type reserves the right to amend or modify this End User License Agreement at any time without any prior notice, in order to account for future commercial and technical changes.

The end user expressly acknowledges he has read and understood this End User License Agreement and he agrees to be bound by the EULA.

For larger licensing, or any other questions, please write to hey@troisieme-type.com