

## End-User License Agreement Terms and Conditions of Use

### 1. Object

Optimo Sàrl ("**Optimo**") hereby grants you (the "**Licensee**" or "**you**"), subject to the terms, conditions and limitations under this End-User License Agreement (the "**Agreement**"), a license (the "**License**") to use the Font Software and the Licensed Fonts.

"Font Software" shall mean the software developed and produced by Optimo which, when used with the appropriate hardware and software, allows the generation of the typographic characters (fonts) available on Optimo's website. "**Licensed Fonts**" shall mean the typographic characters (fonts) purchased by you as specified in your purchase order (the "**Order**").

The License authorizes you to install and use the Font Software on one or several storage medium/media (the "**Licensed Unit**") for one or several specific use(s) as defined in Article 2 below (the "**Specified License Use**"). The Licensed Unit(s) and the Specified License Use(s) covered by the purchased License are specified by the Licensee in his/her Order.

By downloading and/or installing the Font Software, you confirm to have read and understood the terms and conditions of this Agreement and to expressly agree with them without reservation.

### 2. Permitted License Uses

The Font Software can be used for one or several of the specified following purposes as defined in the Order:

- (a) as a desktop font (Article 2.1 below);
- (b) as a webfont (Article 2.2 below);
- (c) as an app font (Article 2.3 below);
- (d) as an ebook font (Article 2.4 below).

You are not allowed to use the Font Software for a purpose not specified in the Order. If you wish to use the Font Software for a purpose not included in your Order, you must secure a separate license and/or a license extension for an additional fee. Optimo reserves the right to inspect or monitor your usage of the Font Software.

## 2.1. Desktop License

### 2.1.1. Definition

A desktop font is a font software that has been created and optimized to create non-dynamic documents such as books, newspapers, logos, visual identities (the "**Documents**").

### 2.1.2. Permissions and restrictions of use

The desktop license (the "**Desktop License**") consists of the right to install and use the Font Software on the number of Licensed Units (i.e. computing devices) and in the geographical places as specified in your Order. The installation and the usage of the Desktop License on portable computer devices is permitted within the number of Licensed Units specified in your Order.

The Desktop License grants you the right to:

- (a) print the Documents on an output device producing an usable representation of the Licensed Font such as a printer, a plate output for offset, a film output for screen-printing; and
- (b) produce static images such as JPEG, TIFF and PNG (the "**Image Files**"), subject to the following restrictions:
- (c) Image Files must feature static images of specific applications of the Licensed Fonts rasterized in a pixel grid; and
- (d) Image Files must not feature outlines of the Licensed Fonts, or permit the extraction or extrapolation of outlines of the Licensed Fonts.

The embedding of Licensed Fonts into digital documents is permitted only in a secured read-only mode so that the document text can be viewed and printed but the recipients of such documents cannot extract or use the embedded Licensed Fonts, in particular for editing purposes or the creation of new documents.

## 2.2. Web License

### 2.2.1. Definitions

A webfont is a font software that has been created, optimized or otherwise specifically modified for use on the Internet to style and display text on a Website. A "**Website**" is defined as a collection of related web pages organized under a single Domain. The Website may be viewed with a web browser and/or via a web-based mobile app.

A “**Domain**” is the host name of a Website’s home page. The Domain may be comprised of one unique Domain (as *http://www.example.com*), and multiple sub-domains (as *shop.example.com*, or *blog.example.com*). For multiple top-level domains (as *http://www.example.org*, “.net”, “.biz”, “.ch”, “.usa”), a license extension for an additional fee must be secured.

#### 2.2.2. Permissions and restrictions of use

The web license (the “**Web License**”) grants you the right to use the Font Software for one or several Domain(s) as specified in your Order. The Domain(s) may be amended or modified only with the prior written permission of Optimo. The Web License grants you the right to use the Font Software for a defined number of unique monthly visitors. If the number is exceeded, you shall require an upgrade of the License without delay.

You represents and warrants that you own the Domain(s) specified on your Order and you undertake to control the content of the Website.

You shall exclusively use the CSS @font-face technology to style text on your Website for the Domain(s) specified on your Order. Any technologies other than CSS @font-face, including but not limited to sIFR, Cufón or Typeface.js are not allowed. Only the WOFF, EOT and SVG webfont files provided by Optimo may be used. Any use of other formats (such as TTF or OTF) is strictly prohibited.

### 2.3. Mobile App License

#### 2.3.1. Definition

An app font is a font software that has been created, optimized or otherwise specially modified for embedding within an application to style and display text.

#### 2.3.2. Permissions and restrictions of use

The mobile app license (the “**Mobile 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 as specified in your Order (the “**Specified App(s)**”) for styling dynamic, static or editable text.

You represent and warrant that you own the Specified App(s) and control their content. You undertake to have the Font Software embedded in a secure manner so that it cannot be extracted from or accessed outside of the Specified App(s).

You are authorized to provide a copy of the Font Software to a third party app developer, for the sole purpose of styling text in the Specified App(s). You shall ensure that the app developer (i) agrees in writing to observe the terms and

conditions of this Agreement and (ii) deletes all copies of the Font Software immediately after completing the work. In order to use the Font Software for any other purpose, the app developer must first obtain an appropriate license from Optimo.

## **2.4. Ebook License**

### **2.4.1. Definition**

An ebook font is a font software that has been created, optimized or otherwise specially modified for embedding within an ebook to style and display text.

### **2.4.1. Permissions and restrictions of use**

The ebook license (the “**Ebook License**”) grants you the right to embed the Font Software in the ebook(s) as specified in your Order (the “**Specified Ebook(s)**”) for styling dynamic or static text on reading devices.

You represent and warrant that you own the Specified Ebook(s) and control their content. You undertake to have the Font Software embedded in a secure manner so that it cannot be extracted from or accessed outside of the Specified Ebook(s).

You are authorized to provide a copy of the Font Software to a third party developer, for the sole purpose of styling text in the Specified Ebook(s). You shall ensure that the ebook developer (i) agrees in writing to observe the terms and conditions of this Agreement and (ii) deletes all copies of the Font Software immediately after completing the work. In order to use the Font Software for any other purpose, the ebook developer must first obtain an appropriate license from Optimo.

## **2.5. Other uses**

If you wish to use the Font Software for other uses, such as Brand Mark / Corporate License / Campaign License / Merchandise / Server License / Social Media / Streaming – TV – Cinema, you must first purchase an individual licensing extension from Optimo.

## **3. License Purchase Price**

The Licensee shall pay to Optimo a non-refundable license purchase price. The applicable purchase prices are set out in Optimo’s Website. Optimo reserves its rights to amend the license purchase prices at any time without notice.

No refund on the license purchase price will occur if the number of Licensed Units and/or the number of Specified License Uses specified in the Order is eventually reduced or if you decide to discontinue, in whole or in part, the use of the Licensed Fonts.

#### 4. Intellectual Property Rights

The Licensee understands and agrees that the Font Software, and all copies thereof, and the Licensed Fonts are the sole and exclusive property of Optimo, and the Font Software's structure, organization and code are valuable trade secrets of Optimo.

This Agreement does not grant the Licensee any right to Intellectual Property Rights in the Font Software or in the Licensed Fonts. "**Intellectual Property Rights**" includes all trademarks, patents, patent applications, non-patented inventions, designs, design applications, non-registered designs, copyrights, trade secrets, know-how and any other intellectual property related to the Font Software and the Licensed Fonts.

You shall ensure that any copy that the Licensee is permitted to make pursuant to this Agreement contains all copyright, trademark and any other proprietary notices (the "**Notices**") present on the purchased Font Software. You undertake not to alter the Notices as contained in the Font Software.

You acknowledge that the Font Software and the Licensed Fonts are protected in particular under applicable intellectual property laws.

You acknowledge and agree that all intellectual property rights relating to software held by Optimo (such as the Font Software and any other programming used or developed by Optimo, in particular for the sale of typographic characters) are the sole and exclusive property and right of Optimo, both during the term of this Agreement and after its expiry. You shall refrain from taking any step which may infringe, impair or otherwise jeopardize Optimo's intellectual property rights relating to such software.

#### 5. Permissions And Restrictions Of Use

In addition to the specific permissions and restrictions of use set out in Article 2, you shall at all times comply with the following obligations:

- (a) unless authorized under the applicable law, you shall not decompile, adapt, translate, reverse engineer, disassemble, alter, discover or modify in any other manner the source code of the Font Software or its format. You do not have the right to modify or alter in any way the Font Software, the Licensed Fonts and/or the drawings contained in the downloaded files for private use, business use, resale, further distribution or any other purpose whatsoever;
- (b) you shall undertake all necessary steps to prevent unauthorized access to the Font Software or the Licensed Fonts, and to any copies

as such. In particular, you hereby undertake not to copy, resell, redistribute, sub-license, transfer by any technical means the Font Software to third parties. You shall inform your employees and representatives and anyone granted access to the Font Software about the terms and conditions of this Agreement, and shall ensure that they comply with those terms and conditions;

- (c) you shall not to use the names of the Font Software, the Licensed Fonts and/or Optimo to identify any products or services that are similar or identical to the Font Software or to the Licensed Fonts;
- (d) you shall use any artworks derived from the Font Software or the Licensed Fonts (in particular EPS files or other electronic works) according to the terms and conditions of this Agreement;
- (e) to reproduce a particular document, you are allowed to send a copy of the Font Software to a printer or service bureau for final output. In such event, you shall ensure that the printer or the service bureau totally erases any copy of the Font Software upon completion of the work.

## **6. Representations And Warranties**

You represent and warrant that you are a retail customer and do not act as a distributor, reseller, dealer, sub-licensor, original equipment manufacturer (OEM), or wholesale buyer in connection with the Font Software and/or the Licensed Fonts.

## **7. Licensee's Liability**

In the event of an use of the Font Software or of the Licensed Fonts without valid or adequate License, the infringer shall pay to Optimo a retroactive license for the illegitimate use. The price of the retroactive license shall be calculated based on the applicable license purchase price, plus an additional surcharge of *at least 200%*.

Without prejudice of the foregoing, Optimo reserves its right to claim for any damages, loss and costs (including attorneys' fees and expenses) that Optimo may incur or suffer in relation to any breach of this Agreement and to exercise any other rights and remedies, in particular appropriation of profits.

## **8. Limited Warranty – Exclusion Of Liability**

Optimo's warranty is strictly limited to the replacement of the Font Software in case it does not perform substantially in accordance with the installation information. To submit a claim, you must notify Optimo in writing within fifteen (15) days of purchase. All other rights and remedies are excluded.

Except as stated in the immediately preceding paragraph, Optimo does not make any other representation or warranty, express or implied, pertaining to the subject matter of this Agreement, in particular non-infringement of third parties' rights and title, merchantability, fitness of the Font Software or the Licensed Fonts for any particular purpose or result you may have intended to obtain by using the Font Software or the use of Optimo's Website.

Optimo is not responsible and has no obligation to assist you for any installation or utilization problem of the Font Software and the Licensed Fonts on any Licensed Units, computer, software, document, Website or any other platform or media, past, present and future, for any IT testing, installation and support and for any metrics or kerning issues.

Optimo is not responsible and has no obligation to upgrade the Font Software or the Licensed Fonts or to replace the Font Software or the Licensed Fonts with newer versions.

Save in case of willful intent or gross negligence, Optimo shall not be liable for any claims by third parties as well as any damage, loss and cost that you may incur or suffer. In particular, Optimo excludes its liability for any consequential, indirect or punitive damages of any kind, lost profits, lost business or opportunities, business interruption or loss of reputation.

## **9. Termination**

Optimo shall be entitled to terminate this Agreement without notice upon failure by you to comply with its terms and conditions or in case of bankruptcy, or any similar proceedings, against the Licensee.

Upon notification of such termination, you shall return to Optimo any material furnished by Optimo in relation with the Font Software and erase any copies of the Font Software and the Licensed Fonts. Upon Optimo's request, the Licensee shall confirm in writing that all copies of the Font Software and the Licensed Fonts have been erased.

## 10. Miscellaneous

No Partnership – No Implied Rights. This Agreement shall in no event constitute or be construed as creating, expressly or tacitly, a partnership or a joint venture between the parties. In no event shall the Licensee be deemed to be an employee, a representative or an agent, disclosed or undisclosed, of Optimo.

Severability. In the case that one or several of the provisions of this Agreement should be declared null and void, invalid, or inapplicable for any reason, the other provisions of this Agreement shall remain valid and enforceable to the fullest extent possible.

Amendments. This Agreement can be modified at any time without prior notification by Optimo.

No Waiver. The waiver of a party to this Agreement to enforce its rights further to a breach by the other party of any of its obligations, or the failure of a party to enforce any of the provisions of this Agreement or any of the rights in relation thereto, shall in no way be considered as a waiver of these provisions or rights, or affect the validity of this Agreement in any way, or be construed as a waiver of any prior or subsequent breach.

Assignment. The Licensee cannot, without prior written consent of Optimo, either in whole or in part, assign, transfer or otherwise dispose of this Agreement, nor any right, claim, obligation or duty under this Agreement.

## 11. Applicable Law And Jurisdiction

This Agreement is governed **by Swiss substantive law, to the exclusion of the Vienna Convention on the International Sale of Goods.**

Any dispute relating to this Agreement concerning in particular its validity, its interpretation, its execution, or its termination, is subject to the exclusive jurisdiction of the courts of the Canton of Geneva (Switzerland), subject to appeal to **the Swiss Supreme Court in Lausanne (Switzerland).**