

FONT SOFTWARE END USER LICENSE AGREEMENT (EULA)

This End User License Agreement (EULA) between you (the Licensee) and Swiss Typefaces Sàrl (the Supplier) governs the use of the Font Software and the fonts. By downloading or using the Font Software, you acknowledge that you have read, understood and agreed to be bound by the terms and conditions of this EULA.

Licensee: Kathryn Dreier / Studio MESH / 1403 Drake Avenue / Apartment D / 78704 Austin / United States of America
Invoice number: a9c3a788

A. OWNERSHIP

- A.1 The Font Software is the sole property of the Supplier. Its structure, organization and code are the valuable trade secrets of the Supplier.
- A.2 The intellectual property rights contained in the Font Software are owned by the Supplier. No transfer of ownership of any intellectual property will occur under this EULA.
- A.3 Except for the rights to use the Font Software granted by this EULA, all other rights are owned and retained by the Supplier, including the right to disclose that it is the designer of the Font Software used.

B. SCOPE OF THE LICENSE

- B.1 Subject to the full payment of the fees and the respect of this EULA, the Supplier grants you a non-exclusive, non-transferable and not timely limited license to use the Font Software. The license will be automatically and immediately terminated in case of breach of the EULA.
- B.2 The license is limited to the number of workstations specified by you in the order and that belong to you. They can be connected to, and the Font Software used with, any number of output devices belonging to you, such as printers for example. The Font Software may be downloaded to the memory (hard disk or RAM) of output devices belonging to you. Each device containing the Font Software counts as one workstation. Additional copies of the Font Software can be made for the exclusive purpose of data backup.
- B.3 You may install the Font Software on one file server to be used on a Local Area Network (LAN) only when the access to and use of the Font Software is limited to the workstations and printers that belong to you, as the server. Each workstation connected to the LAN counts as one workstation. Access to the Font Software and its use shall be identified and limited to the number of authorized workstations. The Font Software may not be installed or used on a server that is accessible through an external network (including the Internet) or another LAN, or by workstations which are not covered by the license.
- B.4 Your authorized use is subject to the following restrictions:
 - You shall not sublicense, sell, lend or lease the Font Software or the fonts.
 - You shall not convert, modify or rename the original Font Software.
 - You shall not reverse engineer, decompile or disassemble the Font Software, except where authorized by applicable law.
 - You shall not use the original Font Software to create a derivative or modified product or design, including creating characters for alphabets and languages not covered by the font or designing a custom version of the font.
 - You shall not modify the design contained in the Font Software, even if the font is vectorized and/or converted to outlines.

C. PERMITTED USE

- C.1 **SELF-HOSTING AND EMBEDDING.**
When purchasing any Font Software, you get the right to embed it on an unlimited number of websites, mobile apps, electronic publications and to use it for broadcasting, under the following conditions:
 - Your workstation used to design a website, a mobile app, an electronic publication or for broadcasting is covered by a valid license.
 - You own the domain's name of the website.
 - You shall not use another rule than @font-face.
 - You shall not use third parties' font hosting services.
 - The Font Software shall be only embedded in a secure read-only mode.
 - Embedded documents shall be secured against any unauthorized use by a third party.
 - Only the provided OTF files (.otf) may be used in mobile apps and electronic publications.
 - Only the provided Font Software may be used in websites.
 - The number of workstations and output devices authorized in the license shall be respected while broadcasting, including those accessible via a server.
- C.2 **USAGE IN LOGOS.**
You may use the Font Software to create a logo only if you do not modify the design contained in the Font Software.
- C.3 **PROVIDING THE FONT SOFTWARE TO THIRD PARTIES.**
You may, for a limited period of time, provide a copy of the Font Software to third parties you have mandated for preparing for printing and printing some documents, or to code a website or a mobile app, under the following conditions:
 - You shall provide the third party with a full copy of this EULA before providing a copy of the Font Software.
 - The third party will not make any design and/or editorial work.
 - The third party will use the Font Software exclusively for the mandate.
 - The third party will delete the Font Software from its workstations at the end of the mandate.
- C.4 **BUYING THE FONT SOFTWARE ON BEHALF OF A CLIENT.**
You may purchase the Font Software on behalf of a client, under the following conditions:
 - You shall provide the client with a full copy of this EULA.
 - You shall register the client as the licensee during the checkout process.
 - You shall not invoice the Font Software to the client at another price than the one mentioned in the invoice.
 - You remain the Supplier's point of contact.

D. FEES

- D.1 The license is subject to the upfront payment of the fees mentioned on your order. All amounts are in Swiss francs, VAT excluded.

- D.2 If the payment has been cancelled or not fully received by the Supplier, the license is immediately terminated by the Supplier.

E. LIMITED WARRANTY AND LIABILITY

- E.1 For a period of thirty days since the download of the Font Software, the Supplier warrants that the Font Software will perform in accordance with the specifications described on the Supplier's website. The sole remedy in case of a defective Font Software will be the repair, replacement or reimbursement, at the sole choice of the Supplier. To be entitled to any remedy, you must announce immediately any default. The warranty does not apply to any Font Software converted, manipulated or modified, or used in breach of the EULA.
- E.2 Except for the limited warranties set forth in this section, the Supplier makes no other warranties, express or implied. The warranties of fitness for a particular purpose and merchantability are specifically excluded. The Supplier does not warrant the performance and result you may obtain by using the Font Software. Finally, the Supplier especially excludes any warranty on the compatibility of the software with other software you may use.
- E.3 To the full extent permitted by applicable law, the Supplier will not be liable for any direct, indirect, incidental, punitive or special damages, including any lost profit, lost data or lost saving.

F. INDEMNIFICATION

- F.1 In case of a breach of the obligations arising from this EULA, you shall defend the Supplier (including its managers, directors, employees and agents) against any third party claims and hold the Supplier free from any damages, claims or indemnity and costs (including attorney's fees and judicial costs), whether direct or indirect, incurred by the Supplier in this context and be held solely liable for any such damages, claims or indemnity and costs.

G. TERMINATION

- G.1 Your rights under this EULA shall automatically terminate upon failure by you to comply with its terms. Immediately upon termination, you will delete the Font Software. The Supplier may ask you to certify in writing that you have complied with this obligation.

H. FINAL PROVISIONS

- H.1 If any provision of this EULA is held invalid, illegal or void for any reason, it will not affect the other provisions of this EULA, which shall remain valid according to its terms.
- H.2 This EULA and any question arising from it or linked to it are subject to Swiss law, excluding its conflicts of law rules.
- H.3 All disputes arising from this EULA or linked to it are subject to the exclusive competence of the courts of the head office of the Supplier.