

End user license agreement

Web License

Revised on October 21, 2024

This End User License Agreement (hereinafter referred to as the **“Agreement”**) is a legally binding agreement between you as an individual or as a legal entity on whose behalf you are acting (hereinafter referred to as the **“Licensee”**), and the **“Licensor”** as described below.

In the event that you accept the terms and conditions of this Agreement on behalf of a third party, acting as an authorized representative thereof, you shall represent and warrant that you have the rights and powers to bind such a party to the terms and conditions of this Agreement, and the references to the Licensee in this Agreement refer to the party on whose behalf you accept the terms and conditions of this Agreement. The absence of such rights and powers shall not oblige the Licensor to refund the money paid.

Important

Please, carefully read the terms and conditions of this agreement before downloading, installing, and any use of the fonts and/or font files, provided by the licensor, or gaining access thereto. The copyright law protects the fonts and font files. Any violation of this agreement shall entail liability set forth by the applicable law, as determined in accordance with the provisions of Section 6 of the Agreement. You acknowledge that you have read and understood this agreement and its terms and conditions, that you have accepted them and agreed to be bound by them. If you do not intend to commit to the terms and conditions of this agreement, you should interrupt the process of downloading and/or installing, and immediately stop and hold off in the future from any attempts to gain access to the fonts or font files and from any use thereof as well as you should delete all and any copies of the fonts and font files you have available.

1. Terms and definitions

- 1.1. **“Website”** is a set of logically interconnected web pages, an array of linked data that has a unique Internet address and is perceived by a user as a whole.
- 1.2. **“Licensor”** is the legal entity with whom you are entering into the Agreement. Depending on your residency, principal place of business, as well as the method and currency of payment, the Licensor may be represented by:

“Type Today” Limited Liability Company, established in accordance with the laws of the Russian Federation (TIN 7730706289, State registration number 1147746520294) — for Users registered or conducting their principal business within the territory of the Russian Federation; or

“Type Tomorrow” Limited Liability Company, established in accordance with the laws of the Republic of Armenia, registration number 286.110.1376067, registered at RA, Yerevan 0010, Vazgen Sargsyan 2 — for Users registered or conducting their principal business in other countries worldwide, except for the territory of the Russian Federation; or

Type Today Limited Liability Company, established in accordance with the laws of the Republic of Georgia, registration number 404666517, registered at 0108, Georgia, Tbilisi, Mtatsminda District, Aleksandre Chavchavadze Street N12 — for Users registered or conducting their principal business in other countries worldwide, except for the territory of the Russian Federation.

The Licensor with whom you have entered into the Agreement is specified in the Invoice.

- 1.3. **“Licensee”** means an individual or legal entity who acquires the rights to use the Font and/or the Font File and is an end user thereof. The Licensee may not be a distributor, agent, commercial intermediary, dealer, manufacturer of original equipment containing fonts, or any other wholesaler.
- 1.4. **“Personal Use”** means the use of the Font File for the Licensee’s internal purposes, with no right to distribute, replicate and transfer the rights to the Font File to third parties. The Personal Use also includes the use of the Font Files by persons working in the Licensee’s company both under employment contracts and those involved by him/her under civil law contracts (hereinafter referred to as the **“Licensee’s Employees”**).
- 1.5. **“Payer”** is a person who make payments for the granted rights to the Font and/o the Font File for the benefit of the Licensee. If the Payer and the Licensee are different persons, the Payer shall guarantee that there is a legally valid agreement with the Licensee for the payment of a license fee for the granted rights and obtaining the Font and/or the Font File for the benefit of (on behalf of) the Licensee. The absence of such an agreement shall not oblige the Licensor to refund the money paid. If the Payer and the Licensee are different persons, the Payer shall not be entitled to use the Font and/or the Font File and, as the Licensee’s representative, he/she shall be only entitled to receive (download) the Font File and transfer it to the Licensee with the subsequent deletion of all copies of such Font Files at all his/her offices and quarters.
- 1.6. **“Server”** is a computer software or other Device that makes its functionality available to other software or users’ Devices in order to provide such users with access to certain resources or objects. **“Web Server”** is a Server that makes its functionality available

to other software or users' Devices via HTTP, HTTPS and other protocols for data transmission on the Internet and the distribution of web pages.

- 1.7. **"Device"** means any electronic device, which provides playing the Font File, including a desktop personal computer, laptop, smartphone, etc.
- 1.8. **"Font", "Fonts"** equally mean, as the context may require, a graphics product, which is a well-ordered stylistic and compositional system of a certain pattern of letters, numbers, orthographical and other characters (hereinafter referred to as the **"Font Characters"**), embodied in a digital or other physical form (computer software) that allows playing thereof via a computer and other electronic devices (hereinafter referred to as the **"Font File"**). The Font includes any updates and upgrades, enhancements, modifications, new versions or supplements to the Font available to users on the Licensor's website on the Internet. Notwithstanding the foregoing, the Licensor shall be under no obligation to provide any updates and upgrades, enhancements, modifications, new versions or supplements to the Font.

2. Subject matter of the agreement

- 2.1. Hereby the Licensor shall grant to the Licensee, and the Licensee shall accept, a limited and ordinary (non-exclusive) license to use the Fonts and Font Files in such a way as permitted by this Agreement (hereinafter referred to as the **"License"**).
- 2.2. The License shall be granted:
 - without the right to transfer, wholly or partially, on the terms of sublicensing or assignment to third parties;
 - for the use worldwide and across the globe;
 - for the entire duration of the exclusive rights to the Fonts and Font Files.
- 2.3. The names of the purchased Fonts, their styles, the amount of the license fee and other individual options of the License shall be determined in the appropriate sales receipt/invoice issued by the Licensor towards the Licensee pursuant to the Licensee's application generated through the functions of the Licensor's website (type.today) (hereinafter referred to as the **"Invoice"**). The Invoice is an integral part of this Agreement and may contain individually agreed terms and conditions in regard to the rights and obligations of the Parties under this Agreement.
- 2.4. The WOFF, WOFF2, TTF format files shall be provided as the part of the License, and in some cases the EOT, SVG format files may be provided as well (please, check before purchasing).

3. Permitted use

- 3.1. The Fonts are protected by the laws as graphics products, and the Font File is protected as a computer software.

Any use of the font and the font file, except as expressly permitted in this agreement, is prohibited and requires obtaining an additional license.

For obtaining additional rights, please contact us via email at info@type.today.

- 3.2. The following rights with respect to the Font shall be granted to the Licensee:
- the right to reproduce images of the Font Characters when designing the Websites within the limitations stipulated by this Agreement;
 - the right to publicly display images of the Font Characters on the Websites within the limitations stipulated by this Agreement;
 - the right to make images of the Font Characters on the Websites available to the public within the limitations stipulated by this Agreement.
- 3.3. The Licensee shall be entitled to use the Font subject to the following conditions:
- The Font shall not be used via the techniques, which copy the Font File to the Website Visitor's Device, such as sIFR, Cufon or Typeface.js. The Licensee shall be entitled to use the Font for designing the Website, in particular, using the @font-face mechanism;
 - The Font shall be used only on the Websites whose domain names belong to the Licensee (or another person that has been agreed between the Licensee and the Licensor) and are specified in the Invoice. The Licensee shall be obliged to specify a domain name when acquiring the License. If the domain name has not yet been determined when acquiring the License, then the Licensee shall undertake to inform the Licensor of the name by e-mail info@type.today prior to the provision of public access to this Website;
 - The Font may only be used in such interactive web applications that provide the Website visitors with an opportunity to input or edit texts formed with this Font, but only if such application does not allow the user to use the Font outside the Website;
 - the total monthly number of unique visitors (visits per month) or views (views per month) of the Website, on which the Font is used, must not exceed the quantitative limits agreed upon when concluding this Agreement. If this limit is exceeded within any 3 (three) months from the date of payment for the License, the Licensee shall be obliged to purchase an additional license or stop using the Font.

- 3.4. The following rights with respect to the Font File shall be granted to the Licensee:

- a. the right to record and reproduce on the Web Server, which makes the Font File available to the Web Site.
- 3.5. Limitations on the use of the Fonts and/or the Font Files by the Licensee:
- a. Copies and modifications of the Font and/or the Font File. The Licensee shall be entitled to make only 1 (one) copy of the Font File solely for the backup or archiving purposes. The Licensee shall not be entitled to perform reverse engineering, decompiling, to make attempts to modify or fetch the source code of the Font File, to disassemble, digitize or otherwise convert the Font and/or the Font File as well as to instruct third parties to perform the above-mentioned actions. The Licensee shall not be entitled to modify or adapt the Font File.
 - b. Altering of the Font and/or the Font File. Unless otherwise expressly agreed by the Parties in the Invoice, the right to alter the Font and/or the Font Files shall not be granted to the Licensee.
 - c. Distribution and transfer of the Font and/or the Font File to third parties. The Licensee shall not be entitled to sublicense, lease out, rent out, hire out, assign, sell or temporarily transfer his/her rights in respect of the Font and/or the Font File, unless otherwise expressly agreed by the Parties in the Invoice. The Licensee shall not be entitled to place copies of the Font and/or the Font File in information and telecommunications networks, either as a standalone product, or in conjunction with other software products, or embedded in documents in such a way that they are available for downloading or other use by third parties, irrespective of whether such distribution is commercial or not. The Licensee shall be obliged to provide adequate protection against unauthorized access and copying of the Font and/or the Font File by third parties.

4. Representations and warranties

- 4.1. The Licensor shall represent and warrant that the copyright holders of the Fonts and the Font Files have granted to the Licensor all rights to the Fonts and the Font Files, required to grant the rights specified in this Agreement to the Licensee.
- 4.2. Except as expressly stated in Clause 4.1. of the Agreement, the License in respect of the Fonts and the Font Files shall be granted on an “as is” basis and the Licensor shall make no representations and warranties, and assume no obligations with respect to the fact that:
- a. the Font and/or the Font File conforms to any of the Licensee’s requirements or purposes;
 - b. the Font and/or the Font File will be compatible with the Licensee’s other hardware or software;

- c. the Font and/or the Font File will be free of any defects and will function uninterrupted or error-free.

The Licensor will, under no circumstances, be liable towards the Licensee or any third party (whether under a contract, because of a tort, including negligence, or on any other grounds) for any direct, special, consequential or indirect damages, including loss of profit or savings, or business interruption as a result of the use of the Fonts and/or the Font Files or the failure to provide support services related to the use of the Fonts and/or the Font Files, even if the Licensor has been notified in advance of the possibility of such damages.

- 4.3. The Licensor shall not be obliged to provide any technical support services under this Agreement. The Licensee shall acknowledge the fact that the Licensor has no express or implied obligations to announce or provide any updates and upgrades, enhancements, modifications, new versions or supplements to the Fonts and/or the Font Files, and that this Agreement does not give the Licensee any of the rights in regards to all of the above-mentioned. In the event that the Licensee encounters difficulties with the installation and functioning of the Font and/or the Font File, the Licensor shall be entitled to contact the relevant copyright holder of the Fonts and/or the Font Files and make every reasonable endeavors to provide the Font and/or the Font File in such a format that will ensure proper functioning of the Font and/or the Font File on the Licensee's Devices.
- 4.4. The Licensor shall make no representations or warranties other than those expressly stated in this Section 4 ("**Representations and warranties**") of the Agreement.

5. Liability

- 5.1. Liability is incurred under the current applicable law, as determined in accordance with the provisions of Section 6 of the Agreement, for the use of the Font and/or the Font File without a valid license agreement, beyond the limits thereof, and for any other violation of the exclusive intellectual property rights.
- 5.2. If the Licensee violates any of the clauses contained herein, the Licensor shall be entitled to unilaterally terminate this Agreement. In this case, after receiving the appropriate written or electronic notification from the Licensor, the Licensee shall be obliged to destroy all copies of the received Fonts and/or the Font Files in his/her possession as well as to reimburse all confirmed expenses and losses of the Licensor, including loss of profits, which he has incurred as a result of the violation by the Licensee of the terms and conditions of this Agreement.
- 5.3. In the event of reasonable doubt in regard to the proper use of the Fonts and/or the Font Files by the Licensee, the latter, upon the request of the Licensor or its authorized representative, shall undertake to documentarily prove within 30 (thirty) calendar days

that the use of the Fonts and/or the Font Files at the time of the request complies with the terms and conditions of the Agreement entered into between the Licensee and the Licensor.

- 5.4. Subject to the Licensee's compliance with the terms and conditions of this Agreement, the Licensor shall guarantee compensation for the Licensee's losses, enforced by action (if there is a legally effective court decision) as a result of a third party's claim filed due to the fact that the Font and/ or the Font File, the rights to which were provided by the Licensor to the Licensee in accordance with the terms and conditions of the Agreement, violate any copyrights of third parties; as well as in consequence of third parties' claims for losses directly related to the violation by the Licensor of the representations and warranties specified in Clause 4.1. of this Agreement (hereinafter referred to as the **"IP Protection Claims"**). In this case, only actual damages of the Licensee shall be subject to compensation up to the applicable "Limit of Liability", as set out in Clause 5.7 of this Agreement.
- 5.5. The provision on compensation for losses under the IP Protection Claims is effective only if the Licensee notifies the Licensor in writing of such existing or possible requirements/claims within 5 (five) working days from the date when the Licensee became aware or reasonably should have become aware of the claim or a threat of the claim. Such notice should contain all the details of the claim known to the Licensee at the time when it is sent (for example, the names of the Fonts, ways of use thereof, the name and contact details of the person filing the claim, and a copy of all correspondence related to the claim). The notice should be sent to the Licensor at the email address info@type.today as well as in writing to the Postal Address, specified on the Licensor's website (type.today), by registered mail with acknowledgment of receipt or by courier service requiring the recipient's signature.
- 5.6. The Licensor shall be entitled to undertake the processing, settlement or defense on any lawsuits and claims and in any legal proceedings to which this provision on the compensation for losses applies. The Licensee shall agree to cooperate with the Licensor in the defense of such a claim and shall be entitled to participate in any of the proceedings at his/her own expense. The Licensor shall not be liable for any costs incurred by or on behalf of the Licensee until such time as the Licensor has the feasibility to review the validity of the relevant lawsuit or claim.
- 5.7. The maximum aggregate liability of the Licensor (hereinafter referred to as the **"Limit of Liability"**) under the IP Protection Claims under this Agreement is 100,000 (one hundred thousand) rubles.
- 5.8. Herewith, the Licensor shall not be liable in regard to any IP Protection Claim that is based on or arises due to:

- a. the unauthorized use, reproduction or distribution of the Font and/or the Font Files by the Licensee in violation of the terms and conditions of the Agreement;
 - b. any processing, modification or alteration of the Font and/or the Font Files by the Licensee in violation of the terms and conditions of the Agreement;
 - c. the use of the Font and/or the Font Files by the Licensee in combination with any other software, hardware, third parties' data or other materials, if the IP Protection Claim has not arisen when there is no such use.
- 5.9. Regarding any other claims of the Licensee arising under or in connection with the Agreement, the Licensors' total liability towards the Licensee or towards any other third party, on behalf of which the claim is brought, arising out of or related to the use or impossibility to use the Fonts and/ or the Font Files (whether by virtue of a contract, tort or otherwise), under any circumstances, cannot exceed the amount actually received by the Licensors from the Licensee in the payment for the cost of the License (license fee) as specified in the relevant Invoice.

6. Applicable laws and dispute settlement

- 6.1. This Agreement shall be governed by and construed in accordance with the following:
- a. If the Licensors are "Type Today" Limited Liability Company, established in accordance with the laws of the Russian Federation (TIN 7730706289, State registration number 1147746520294), then in accordance with the laws of the Russian Federation, without regard to conflict of laws principles;
 - b. If the Licensors are "Type Tomorrow" Limited Liability Company, established in accordance with the laws of the Republic of Armenia, registration number 286.110.1376067, registered at RA, Yerevan 0010, Vazgen Sargsyan 2, then in accordance with the laws of the Republic of Armenia, without regard to conflict of laws principles;
 - c. If the Licensors are Type Today Limited Liability Company, established in accordance with the laws of the Republic of Georgia, registration number 404666517, registered at 0108, Georgia, Tbilisi, Mtatsminda District, Aleksandre Chavchavadze Street N12, then in accordance with the laws of the Republic of Georgia, without regard to conflict of laws principles.
- 6.2. All disputes, disagreements, or claims arising out of or relating to the Agreement, including those concerning its performance, breach, termination, or invalidity, shall be finally resolved in the appropriate court according to the applicable law, as determined in accordance with the provisions of Clause 6.1 of the Agreement, at the Licensors' location.

7. Coming into effect and validity

- 7.1. This Agreement shall come into effect from the date and time of acceptance by You (the Licensee) of the terms and conditions thereof and the full payment of the license fee on the relevant Invoice, or after the moment You (the Licensee) have downloaded, installed, gained access and started using the Fonts and/or the Font Files, even if the terms and conditions of this Agreement have not been explicitly accepted by You (the Licensee) (whichever occurs first).
- 7.2. This Agreement is valid for all the duration of the exclusive rights to the Fonts and/or the Font Files. The Licensors reserves the right to check the compliance with the terms and conditions of this Agreement by the Licensee.

8. Miscellaneous

- 8.1. This Agreement, jointly with any additional documents or terms and conditions incorporated herein by reference, constitutes the entire agreement between the Licensee and the Licensors in regard to the Fonts and the Font Files and supersedes any and all prior written and oral proposals, representations or arrangements that may have existed between the Licensee and the Licensors in regard to the subject matter hereof.
- 8.2. If any term, condition or provision of this Agreement is acknowledged to be null and void, invalid or unenforceable by any judicial or administrative authority, such acknowledgement shall not affect the validity or enforceability of the remaining terms, conditions and provisions of this Agreement. To the maximum extent permitted by law, a provision of this Agreement shall be interpreted and enforced so as to accomplish the primary purpose of the Agreement, and if such interpretation and enforcement is impossible by law, such provision shall be deemed excluded from the Agreement.
- 8.3. The Licensors shall be entitled to assign the rights and obligations under this Agreement without any restrictions. The assignment of the rights and obligations under this Agreement by the Licensee shall be allowed only if there is the prior written consent of the Licensors.
- 8.4. Hereby You (the Licensee) shall acknowledge that any responses provided to You (the Licensee) by the Licensors or its representatives in regard to any questions, which You (the Licensee) may have regarding this Agreement or the use of the Fonts and/or the Font Files licensed under this Agreement, are solely intended for the interpretation of this Agreement and does not constitute legal advice or modification of the terms and conditions of this Agreement.
- 8.5. When concluding this Agreement, the Licensors relies on the fact that the Licensee shall guarantee that he/she is a bona fide counterparty; shall not pay, shall not offer to pay

or shall not approve the payment of any monetary funds or valuables, directly or indirectly, to any persons for exercising influence on the actions or decisions of these persons in order to obtain any improper advantage or for other improper purposes (corruption practices); shall not legalize (launder) the proceeds of crime; shall be outside the framework of terrorist organizations, extremist organizations as well as other organizations engaged in illegal activities. In the event that the Licensor discovers the fact of violation of this guarantee by the Licensee after the conclusion of the Agreement, the Licensor shall be entitled to terminate the Agreement acting unilaterally and out of court in accordance with the procedure established in Clause 5.2. of this Agreement.

- 8.6. The Parties hereby confirm that the Licensor has provided the Licensee with the opportunity to amend the terms and conditions of the Agreement, the Licensee has carefully read the terms and conditions of the Agreement, has understood the essence thereof and his/her rights and obligations under the Agreement, and, accordingly, has fully accepted the terms and conditions of the Agreement, taking into account the individually agreed conditions specified in the Invoice (if any). Each of the Parties has equally had the opportunity to influence on the content of the Agreement, based on its own reasonably understood interests.