



TYPEFACE LICENSE DOCUMENT

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This document entitles the individual or entity referred to as "LICENSEE" under section A. to the use of the Gruppo Due typeface products listed as "TYPEFACES" under section B. with respect to the license items listed as "LICENSES" under section C. in agreement with the terms and conditions listed as "EULA" under section D.

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A. LICENSEE
Florence La Rochelle

B. TYPEFACES
- G2 Ciao Shrill

C. LICENSES
- Print (XS)
- Web (XS)

D. EULA
G2 END USER LICENSE AGREEMENT

0. TERMINOLOGY	
1. LICENCE AGREEMENT	
1.1 BUYING AND OWNING A LICENCE	
1.2. PRICING	
1.2.1. PRICING SOCIAL MEDIA	
1.3. UPGRADING LICENCES	
2. STANDARD LICENCES	
2.1. WEB LICENSE	
2.2. PRINT LICENSE	
2.3. APP/DIGITAL PRODUCT/eBOOK LICENSE	
2.4. SOCIAL MEDIA LICENSE	
2.5. TRIAL FONT LICENSE	
3. SPECIAL LICENCES	
3.1. EDUCATIONAL LICENSE	
3.2. UNLIMITED LICENSE	
3.3. LOGO/WORD MARK LICENSE	
3.4. BROADCASTING/STREAMING LICENSE	
3.5. GAME LICENSE	
4. GENERAL LIMITATIONS AND PERMISSIONS	
4.1. MODIFICATIONS AND EXPANSIONS	
4.2. CONFIDENTIALITY	
4.3. RE-SELLING OF FONTS	
4.4. POLITICAL OR RELIGIOUS USE	
4.5. SELF MARKETING	
5. LIMITED WARRANTY + EXCLUDED LIABILITY	
6. COPYRIGHT	
7. VALUE ADDED TAX (VAT)	
8. PAYMENT METHODS	
9. CANCELLATION	
10. DATA SECURITY	
11. UPDATES	
12. FINAL PROVISIONS	

0. TERMINOLOGY

The following list is intended to introduce and clarify specific terms used throughout this EULA.

- EULA = End User License Agreement
- FONT(S) = Digital files containing typeface software. They are organised in weights, widths, and styles that in combination constitute a Typeface.
- TYPEFACE = Collection of FONT(S), that are formally related to one another.
- LICENSE = The permission to use a FONT(S) on a specific medium.
- LICENCE OWNER/LICENSEE (Hereafter LICENCE OWNER) = The legal entity that paid for the Licence and commissions the design work in which the Font is used.
- COMPANY SIZE = Total amount of employees working for the company/organisation of the LICENCE OWNER.
- LICENCE TIER = Size of Licence, determined by LICENCE OWNER's company size.
- DESIGNER/AGENCY/STUDIO (Hereafter DESIGNER) = The entity that provides the design service to the LICENCE OWNER.
- SUBCONTRACTOR = Third party using the FONT(S) on behalf of the License Owner. Designers are Subcontractor of the LICENCE OWNER.
- G2 = Gruppo Due GbR.

1. LICENCE AGREEMENT

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.

Font software shall mean the software developed and produced by G2 which, when used with the appropriate hardware and software, allows the generation of the typographic characters (hereafter "Font(s)") available on G2's website.

Acquiring a License from G2 grants the License Owner the right to use specified Font(s) as part of de-signed content produced and published under the name of, or on the behalf of, the License Owner, and on specified types of media. The design work might be produced by the License Owner or a Designer on behalf of the License Owner.

By obtaining a License, the License Owner does not purchase the copyright of the design or any other part of the Font(s), other than the non-exclusive, non-transferable right to use the Font(s) for the use cases specified in this agreement, according to the License Owner's provided specifications. All other use cases other than the specified ones require an additional License.

By downloading and/or installing the Font Software, you confirm to have understood this terms and conditions and agree with them.

1.1 BUYING AND OWNING A LICENCE

— G2 believes that the Font Licence should be owned and paid by the legal entity for which the Font(s) are being use. This means a Designer may purchase a Typeface Licence on behalf of a Client, but Client has to be the owner of that License. With this in mind, a Designer can be the facilitator, the purchaser, or the user of a Font Licence. If however Designer and Client are the same legal entity, a can Designer purchase and own a Font Licence for themselves.

— A Designer can not purchase Font Licence on behalf of one client and use it for another one.

Different entities commissioning a Designer must hold their own, separate Font Licenses according to the specific use cases.

— As a Licence Owner, your Font Licence covers your own company and one initial Subcontractor.

— Font Licences are only valid within the organisation of the Licence Owner and one initial Subcontractor working for the Licence Owner. If the Licence Owner employs any additional third parties or stops working with the initial Subcontractor to continue with a different Subcontractor, a separate Subcontractors Add-on is necessary to cover the use of the Font(s) by those parties during their working relationship. In this case a Subcontractors Add-on has to be requested via mail.

1.2. PRICING

- All Font Licences purchased in the G2 online shop come with a one-time fee.
- All Font Licences are priced based on the same metric: the company size of the Licence Owner. In turn this means, that the price is not based on how many people actually access the Font files.
- The Licence Sizes are defined as follows:

XS = 1-5 employees
 S = 6-25 employees
 M = 26-50 employees
 L = 51-250 employees
 XL = 251-1000 employees

- If the Licence Size XL is exceeded a customised quote has to be requested via mail.

1.2.1. PRICING SOCIAL MEDIA

- The sole exception from the above mentioned price metric is the Social Media Licence. Here the price is based on the number of followers across all channels. In this case the License Size is defined as follows:

XS = 25 '000-50 '000 followers
 S = 50 '000-100 '000 followers
 M = 100 '000-250 '000 followers
 L = 250 '000-500 '000 followers
 XL = 500 '000-1 '000 '000 followers

1.3. UPGRADING LICENCES

- All Font Licences purchased in the G2 online shop have to be upgraded once the company size or the number of followers exceed the previously selected Licence Size (going from XS to S, from S to M, from M to L, from L to XL). If the Licence Size XL is exceeded a customised quote has to be requested via mail.
- If an UNLIMITED LICENSE was purchased no upgrades are needed.

2. STANDARD LICENCES

A STANDARD LICENCES can be purchased directly via our website. The Font(s) can be added/purchased by choosing the specific licenses depending on the intended use in Print, Web, Social Media, or digital Products/Apps.

The purchased Font Licences can be issued for one or several of the specified following purposes as defined in the Order:

- 2.1. WEB LICENSE
- 2.2. PRINT LICENSE
- 2.3. APP/DIGITAL PRODUCT/eBOOK LICENSE
- 2.4. SOCIAL MEDIA LICENSE
- 2.5. TRIAL FONT LICENSE

2.1. WEB LICENSE:

- The WEB LICENSE allows the use of the licence Font on a website with an unlimited amount of website visitors, as long as the company size of the Licence Owners has been stated correctly

according to article 1.2 PRICING.

- The WEB LICENSE is priced per website title(s) (URL). A separate WEB LICENSE has to be purchased for each URL.
- The Font(s) for a WEB LICENSE are provided in WOFF format and must be self-hosted on the Licence Owners server(s).

2.2. PRINT LICENSE

- The Print Licence allows the installation of Font(s) on a desktop computer in order to design images and documents for print and screen.
- All licensed work-stations must legally belong to one business entity. If the business entity employs any third parties or self-employed or temporarily-employed freelancers, a separate license is necessary for those parties.
- When embedded in production files, a copy of the Font(s) may be shared with prepress and printing entities. If any of these external entities manipulate texts using G2 Font(s), an individual license is necessary for those parties.
- The Font(s) must not be modified under any circumstances.
- The Font(s) may be embedded into public PDF files as vector outlines.
- The Font(s) purchased with a Print Licence must not be used to generate Web Font(s).
- The Font(s) for a PRINT LICENSE are provided in OTF format.

2.3. App/Digital Product/eBook Licence

- The App/Digital Product/eBook Licence allows to embed the Font(s) in a Mobile App, Digital Product or eBook.
- Each Font coming with one App/Digital Product/eBook Licence may be embedded one Mobile App, Digital Product or eBook. For each additional Mobile App, Digital Product or eBook an additional Licence has to be purchased.
- The Font(s) purchased with a Print Licence must not be used to generate Web Font(s).
- The Font(s) for App/Digital Product/eBook Licence are provided in OTF format.

2.4. SOCIAL MEDIA LICENSE

- The Social Media licence allows the use of the Font(s) as part of design assets created for social media channels such as Instagram, Snapchat, Facebook, Twitter and Youtube.
- This licence includes the use of the Font(s) in videos that are shared on Social Media.
- This licences can only be purchased as an Add-On to the Print Licence.
- This licence is based on the number of followers across all channels.

2.5. TRIAL FONT LICENSE

- Trial Font(s) are for free

- Trial Font(s) may be installed on an unlimited number of work stations for an unlimited time.
- Trial Font(s) must be used for test purpose(s) and non-commercial, or educational projects only.
- Trial Font(s) are provided in OTF format only and may be used offline only.

3. SPECIAL LICENCESES

The Special Licences can not be purchased directly via our website. To purchase one of the following licences please get in touch with G2 via mail.

- 3.1. EDUCATIONAL LICENSE
- 3.2. UNLIMITED LICENSE
- 3.3. LOGO/WORD MARK LICENSE
- 3.4. BROADCASTING/STREAMING LICENSE
- 3.5. GAME LICENSE
- 3.6. SUBCONTRACTOR LICENSE ADD-ON

3.1. EDUCATIONAL LICENSE

- The EDUCATIONAL LICENSE allows the installation of Licensed Font(s) on institutional work stations used for educational purposes and the distribution of Licensed Font(s) to the institution's students.
- The EDUCATIONAL LICENSE must be used for non-commercial projects only.
- Students are obliged to delete the Font(s) provided by the EDUCATIONAL LICENSE when graduating from the licensed institution.
- As soon as projects leave an educational context, the Font Licences must be updated.
- Trial Font(s) are provided in OTF format only and may be used offline only.

3.2. UNLIMITED LICENSE

- The UNLIMITED LICENSE is unlimited, unrestricted, and valid in perpetuity. The License does not need to be upgraded if company size, app downloads, web traffic, or followers increase. It starts with the Desktop "UNLIMITED LICENSE" and can be expanded with add-ons for Web, Social Media, e-Product/App and other media as well

as the Subcontractor use. It may include and allow for:

- Unlimited Font installations on unlimited desktop computers within a Company Size of unlimited size
- Unlimited use of Font(s) on printed advertising campaigns, pos, ooh, ads, billboards, etc
- Unlimited use of Font(s) on printed packaging or products
- Unlimited embedding of Font(s) into company's social media accounts
- Unlimited embedding of Font(s) into pdfs or eBooks
- Use of Font(s) for short video clips circulating online (social media)
- Storing of the Font(s) on a server for company-internal distribution
- The Subcontractor Add-on for sharing Font(s) with subcontractors
- The price is defined by total range of use case media and the number Font

styles.

- It forms a tailored "care-free package" for a one time fee.
- Font(s) are provided in OTF, WOFF formats.
- Please request your Unlimited Licence quote via mail.

3.3. LOGO/WORD MARK LICENSE

– The LOGO/WORD MARK LICENSE allows the use of the Font in the logo or word mark of the License

Owner's company, an additional fee to the general licensing fee(s) applies.

– The LOGO/WORD MARK LICENSE must be purchased as an Add-On to the PRINT LICENSE.

– The LOGO/WORD MARK LICENSE depends on the size of the legal entity that and is free of charge

for organisations with a size below XXL (as defined in 1.2).

– If the size of the License Owner increases beyond the above mentioned margin, a Logo/Word Mark

License must be purchased.

– Please request your LOGO/WORD MARK LICENSE Licence quote via mail.

3.4. BROADCASTING/STREAMING LICENSE

– The BROADCASTING/STREAMING LICENSE allows for any kind of broadcasting with the typeface (streaming, type on screens, advertising, video clips, tv or cinema).

– The number of film or episode titles in which the License Owner may use the Font License, the geo-graphic territory in which these film or episode titles may be streamed or broadcast, the duration for which these film or episode titles may be streamed or broadcast, and the number of viewers who may receive or stream these film or episode titles, is dependent on the license purchased and referenced on the Licen-see's invoice. In the case of territory extension or additional film or episode titles, the license has to be updated. A BROADCASTING/STREAMING LICENSE and the Font(s) cannot be transferred.

– Broadcasting Font(s) are provided in OTF format and may be used offline only.

– A broadcasting license is an annual and automatically renewing fee. In case of discontinuation, the license has to be canceled by the Licensee one month prior to the end of the 1 year term.

– Please request your Broadcasting/Streaming Licence quote via mail.

3.5. GAME LICENSE

– The GAME LICENSE allows to embed Font(s) into an online or offline video game.

– The GAME LICENSE is an Add-On to the PRINT LICENSE and can only be purchased in addition.

– The GAME LICENSE must be upgraded if the scope of the project exceeds the agreed margin.

– Please request your GAME LICENSE quote via mail.

3.6. SUBCONTRACTOR LICENSE ADD-ON

– The SUBCONTRACTOR LICENSE ADD-ON allows two pass on Font Software to subcontractors limited to any client, contractor, freelancer, advertising agency, parent company, or affiliate that is involved in the production of design assets, promotion, marketing, manufacturing, or technical development of the Li-cence Owners organisation.

– The Licensee is obliged to inform their Subcontractor that they may only use the Font(s) in relation to the Licensee's projects and not outside of the specifically

licensed purpose.

- Subcontractors may not pass on Font(s) to other third parties without G2's consent.
- The SUBCONTRACTOR LICENSE ADD-ON can only be purchased as an Add-On to a previously or simultaneously purchased commercial Font License.
- Please request your SUBCONTRACTOR LICENSE ADD-ON quote via mail.

4. GENERAL LIMITATIONS AND PERMISSIONS

- All Font(s) created by G2, including Custom Typefaces, and all their constituents must not be amended, regenerated, or reformatted in any way. Any rights, including but not limited to copyrights and trademarks, remain with G2.

4.1. MODIFICATIONS AND EXPANSIONS

- Any expansion or derivatives of Fonts created by G2 must be done or authorised by G2.

4.2. CONFIDENTIALITY

- The Licensee is obliged to undertake all steps to prevent unauthorised access to the fonts and its copies.
- All Font(s) provided must be used and stored offline only and must not be uploaded onto online storage platforms (such as GitHub) or cloud web services.
- If the Licensee grants employees or representatives access to the font software, the Licensee is required to inform them of this EULA.

4.3. RE-SELLING OF FONTS

- Fonts cannot be purchased for the purpose of resale; the licence is non-transferrable and legally binding between G2 and the end user.
- All Font(s) created by G2, including Custom Typefaces, and all their constituents must not be resold, lent, rented, distributed, or traded in any way to third parties.

4.4. POLITICAL OR RELIGIOUS USE

- Any use of the fonts in a political or religious context requires a written consent by G2.

4.5. SELF MARKETING

- For self marketing reasons only, G2 is allowed to use image or video content produced by the Licensee depicting the licensed Font for the G2 portfolio, G2 deck, G2 website, design blogs and social media account once made public by the License Owner.

5. LIMITED WARRANTY + EXCLUDED LIABILITY

- G2 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 G2 in writing within fifteen (15) days of purchase. All other rights and remedies are excluded.
- G2 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 G2s website.

- G2 is not responsible and has no obligation to assist you for any installation or utilisation 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.

- G2 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.

- G2 shall only be liable for any damage according to the following provisions. G2 shall be liable according to the legal provisions (1) for death, injury to body and health which are caused by a culpable breach of duty by G2, its legal representatives or its vicarious agents; (2) for other damages arising from any deliberate or grossly negligent breach of duty as well as fraudulent intent by G2, its legal representatives or its vicarious agents; (3) within the limits of the German Product Liability Act. G2 shall moreover be liable for breach of any guarantee assumed. G2's liability arising from culpable, i.e. at least negligent but not deliberate or grossly negligent breach of a material contractual obligation whose fulfilment is essential for the proper performance of this EULA and on whose proper fulfilment you may rely (material duty) shall be limited to the typical foreseeable damage. Further reaching liability claims by you against G2 do not exist, i.e. irrespective of the legal nature of the claims asserted against G2. These limitations of liability shall also apply to the assertion of claims by you against G2's employees and vicarious agents.

6. COPYRIGHT

- The information and materials made available through the website are and shall remain the property of G2, its subsidiaries, affiliates and licensors and are protected by copyright, trademark, patent, and/or rights and laws. You may not use, download, upload, copy, print, display, perform, reproduce, publish, license, post, transmit, rent, lease, modify, loan, sell, distribute, or create derivative works based (whether in whole or in part) of, the website or any information from this website, in whole or in part, without the express prior written authorisation from G2.

7. VALUE ADDED TAX (VAT)

- All payments on G2 are processed in Germany. Non-European customers are not charged German VAT (19%). European customers are charged German VAT unless they provide a valid VAT ID during the checkout process, in which case they are charged 0% VAT. They are then required to declare and pay the associated value-added tax in their own country (the so-called 'reverse charge' procedure). German customers are always charged German VAT (19%).

8. PAYMENT METHODS

- Payment through the online shop system is handled by PayPal, any payment method accepted by PayPal such as Credit Card, Sofortüberweisung etc. can be used, a PayPal account isn't required.

- For custom offers / quotes, invoices should be paid via bank transfer.

9. CANCELLATION

- Once a font has been purchased from the G2 webpage, it cannot be returned or exchanged. Should you encounter a problem with your purchased fonts, contact us by

email.

10. DATA SECURITY

— We do not store any financial information on our servers. We do not sell information about our customers to others. Your customer information is stored for the sole purpose of managing your account and purchases. Additionally it is used to keep you posted about new font releases, upcoming events and other announcements.

11. UPDATES

— G2 retains the right to modify, update, improve the contents of the website at any time.
— G2 does not warrant the correctness of information provided on the website and will not be liable for any failure to update such information.

12. FINAL PROVISIONS

— This EULA represents the complete agreement between the parties; all verbal communications and prior communications regarding the application of the licensed font(s) are not valid or effective. Any and all rights not expressly granted in this agreement are reserved to G2.
— This license agreement cannot be amended without written permission of G2.
— All disputes arising from this agreement are exclusive subject of the law of the Federal Republic of Germany. The rights and obligations of the parties arising from this contract are based on German law as it relates to contracts made in Germany and fully performed therein. The conflict of law provisions of Germany nor the conflict of law provisions of any other jurisdiction do not apply. The Licensee expressly consents to the jurisdiction of the German Courts over any dispute arising out of this agreement, even if the breach of contractual rights takes place in a foreign country.
— The invalidity or inoperativeness of one or more provisions of this contract does not affect the validity of the rest of the contract and the remaining other provisions shall thereby remain unaffected. An invalid provision shall be replaced by a provision that is permitted by law and which approaches the invalid provision and economic interests intended by the parties.
— This agreement is not governed by the "United Nation Convention on Contracts for the International Sale of Goods."