Desktop End User License Agreement

Thank you for choosing to license a Sharp Type Co. font and typeface. This is a license agreement (the "Agreement") effective May 17, 2021 between CumRocket (collectively hereinafter, "Client", "Licensee", "you" or "your") and Sharp Type Corporation (hereinafter, "Sharp Type", "Licensor", "we", "us" or "our"). In accepting their terms of this agreement, Licensee acknowledges its understanding and promises to comply with its terms.

I. License and Fee

You are licensing the "Font Software" from us:

Sharp Sans
1-3 CPUs for: Family Package

with your full payment to Sharp Type of the desktop license fee in the amount that you agreed upon (the "Desktop License Fee," and as may be modified based on the number of total CPUs you specified (and paid for) in accordance with the license table, this non-exclusive, non-transferable license is for either your personal use, or for use within your organization (and in certain cases, for your use on work product intended to be displayed outside your organization).

Please note, however, **you are not buying the Font Software** from Sharp Type, and so, you may only use the Font Software as expressly permitted in this EULA. All rights that are not specifically granted under this EULA are reserved by us. **The license will not be effective until the terms of this EULA are accepted and the one-time license fee is paid in full, which fee is non-refundable and deemed fully earned upon our receipt. If you exceed your currently licensed tier (i.e. If you exceed the number of CPUs on which the Font Software is used, you must upgrade to the correct tier online.)**

II. Grant

This EULA gives you the non-exclusive, non-transferable, and limited right to install and use the Font Software as set forth below on only the number of CPUs (generally, computers or workstations) provided for in the license you have chosen. If you would like to use the Font Software on more CPUs than are set forth in your license table or for purposes that are not listed below (or which are expressly prohibited below), please contact us to obtain an addendum to this EULA.

III. Permitted Uses

This EULA authorizes you to use the Font Software in connection with the display and promotion of Your business operated under the **CumRocket** brand and in that connection, only (a) to create certain "static" digital displays and printed materials, and (b) for limited "non-static" uses. If you are

a company that owns many subsidiaries or corporate divisions operating primarily under more than one trademark, please see Section IV(C). The following uses are expressly permitted under this Agreement (and all other use is prohibited and reserved to Sharp Type, unless you have an addendum or another applicable license from us):

A. Permitted "Static" Use

1. **This license grants** you the limited, non-exclusive and non-transferable right to use the Font Software to create certain printed materials and "static" digital displays that are for use in connection with your own goods, services or business (and not for third parties), as identified below.

2. **The term "static" means** that the Font Software is used in a format that permits only the viewing or display of the text, and which does not permit editing. Printed materials are, by definition, "static," but with respect to digital use, you may only create content using the Font Software that does not permit editing. For example, to create certain digital banners and logos, you may provide such materials in (a) a static raster image format (e.g., a PNG, JPEG, GIF or TIFF) or (b) a static vector image format such as SVG or EPS, or a properly embedded pdf provided that such format and/or file is "protected," "subset embedded," "read-only" or "non-editable" for distribution on the Web (or any other medium). However, you **may not**:

   1. "Embed" the Font Software into any website, application, device, or other software, or

   2. Create any form of "selectable" or "editable" or "live" type, or

   3. Apart from use in your logotype (principal trademark and/or logo), use the Font Software to print or otherwise display any other text on retail products or any other product incorporating, displaying or consisting of lettering created by the Font Software. Please note that this prohibition is subject to the "Limited Run" exception, below.

3. **Examples of permitted use include**, but are not limited to, the following:

   1. Print for use in and on physical printed publications, such as newspapers, newsletters, magazines, books or other paper publications or documents;

   2. Your own point of sale displays (including without limitation promotional posters or playbills for your events, films, concerts and performances);

   3. Your own signage; your own stationery (but not stationery for others' use); physical album covers; promotional printed handouts; on product packaging for your own products (but not on any products themselves, apart from the limited use set forth in subsection ii(3), above),

   4. Your own greeting or business cards, invitations to your organization's (or your) own events, such as meetings, parties, reunions and weddings so long as they are not printed items for others' use or for commercial sale.

   5. You also are permitted to use the Font Software to create the digital materials (so long as they are "static", as defined above) to advertise, promote or describe your or your

organization's own business, such as banner ads, signage, logos and graphics, including, without limitation, OOH (Out of Home) advertising (again, so long as it is "static").

4. **Third Party Users Need Their Own, Separate License.** Please note that if you use the Font Software under this license to provide artwork or text for the benefit, use of, or display by a third party such as your client or customer in its business or otherwise for its benefit, such third-party user **must** have a separate license to **display**, reproduce, or otherwise use the content created by the Font Software in connection with the end-user's brand or business.

   1. Thus, for example, if you are a designer or otherwise use the Font Software to create artwork or text for clients or customers, you may provide static examples of such artwork or text created to your unlicensed clients or customers **only** for the purposes of such unlicensed client's or customer's **internal evaluation** of that artwork or text (and not for display or any other use, publicly or otherwise). If such client or customer seeks to use or publicly display the artwork or text you provide bearing or displaying the fonts rendered by the Font Software, they will need their own license(s) to do so.

   2. Similarly, if you seek to have any third party, such as a designer or other contractor, use the Font Software to create artwork or text for you or on your behalf, all designers or other contractors must have their own separate license to do so - and cannot simply use your license.

5. **Small Printer Exception.** Sharp Type supports small businesses, and, notwithstanding the limitations set forth above, owners of small print shops (defined as those having fewer than ten (10) full or part-time employees) may use the Font Software under this license to create and sell **non-commercial** printed products directly to individuals (such as wedding invitations, signs, neighborhood newsletters, and other non-commercial materials).

6. **Limited Run Exception.** This license does not permit you to print or display the fonts on a product that is offered for sale, unless (a) you are printing only your logotype, as permitted above, or (b) to print or display text on up to 250 units of product sold by You (the "Limited Run"). (If you may sell more than one type of product bearing the fonts rendered by the Font Software, the cumulative **total** of all units bearing the fonts rendered by the Font Software must be less than 250). **If you may need or desire to use the Font Software and font on more than the Limited Run, please obtain for a Merchandise Rider that permits your desired use.**

B. **Permitted Non-Static Use** This license grants you the limited, non-transferable right to use the Font Software to create certain non-static digital materials so long as these materials are solely used and displayed within your own organization. Provided that use is within your own organization, you may use the Font Software to create digital documents, memoranda, mock-ups, and power point presentations, for use solely "in house" (i.e. within your organization), provided that you do not distribute to the users of any non-licensed CPU, any packaged or embedded copies of the Font Software. These materials and presentations containing non-static type also may not be distributed to third parties, such as your client(s), unless each client/recipient has the appropriate license to use or display the Font Software.

C. Third-Party Recipients of Embedded Font Software Third Parties, apart from those subject to the Small Printer Exception, above, must have a separate license. If you want to send your client or any third party (apart from a commercial printer, as provided below) an embedded version of the Font Software or a copy of the software itself, your client or such third party will need to purchase its own license to use the Font Software. Similarly, if you are a company (or person) that hires a design studio to create a project for you, you are not permitted to share the Font Software – in embedded form or otherwise - with the design studio except in a static image/format, as described above, *unless and until the design studio has separately licensed the Font Software from Sharp Type.*

IV. Specific Restrictions on Use (i.e. What Uses are Prohibited)

A. **This is not an "Application", "Webfont" or "eBook /ePub" license**, and therefore, You agree that you will not embed or incorporate into, or otherwise make available the Font Software for use by any software application, eReader document, or use it for creating or displaying any content on the internet (unless in the "static" formats and in keeping with the limitations set forth above). This License does not permit you to use the Font Software to create content in HTML 5 Web Banners; if you seek to do so, or create any non-static web banner, you must purchase a Webfont license.

B. **This also is not a "Broadcast "or "Webcast"** license and therefore grants no rights to the Licensee to use the Font Software to create text that will be displayed or used in audio-visual works (including video and animated audio visual content) broadcast via network, cable, satellite, webcast, IPTV, OTT or other television, any online subscription-based services (such as Netflix or Hulu), pre-roll for YouTube or other video streaming sites, celebrity webseries, or videos posted or made available on social media platforms (unless such videos fall under the exception set forth below), whether on the Internet or broadcast through other media.
Limited Exceptions Relating to Video Use. Notwithstanding the foregoing, under this License you may:

1. display in video content your trademark logotype so long as it is created in keeping with this EULA;

2. use the Font Software to create text that will be displayed or used in video content created exclusively for **internal use** (for example if you may be a company creating video content for internal corporate communications, training videos, presentations, etc. and not to be shown to anyone apart from your own employees or personnel); and

3. use the Font Software to create text that will be displayed or used in video content only where:
   1. you do not have more than 10,000 subscribers or followers (or similar registered users of your site/services) for your business or social media site(s) (cumulatively);

   2. you do not generate more than a total of 250,000 unique views per year for all video content (cumulatively) displaying the typeface generated by the Font Software;

   3. the video content and site where it is displayed are not political in nature, **and**

   4. the video content is displayed **exclusively** on your own website or social media page and

no other medium or outlet at any time.

*Please note that the intent of this exception is to permit use of the Font Software for creation and display of text in small businesses, personal videos and **for internal corporate use**, and this exception does not apply to use by large business using the fonts for motion pictures or television, or websites or services that effectively substitute as television channel replacements or alternatives, such as News Channels or websites having a .tv domain.*

C. **This Is a Single Brand License**, meaning that, this Agreement permits your use of the font(s) solely in connection with the public display and promotion of Your business operated under the **CumRocket** brand, and for no other, brand, subbrand, trademark, business or purpose that may be owned or operated by you or your affiliates or subsidiaries. What this means is that if you are a company that has subsidiaries that operate under different brands or trademarks, you will need a separate license for each subsidiary.

D. For example (and for illustrative purposes only), if you are Walt Disney®, you would need a different license for each of your PIXAR®, MARVEL®, ESPN® and LUCAS FILMS®, and other Disney subsidiaries, since each subsidiary primarily operates its business under a different trademark, standing alone. **These are examples only and do not imply any license or arrangement with any of the foregoing companies.**

E. We offer licenses for most of the above-uses available on our website, or, if you are seeking "broadcast" or "webcast" or other use that may be available on our website, please contact us at licensing@sharptype.co.

V. **General Restriction on Copying and Transfer** You agree that you will not, directly or indirectly, rent, lease, sublicense, transfer, host, make available or sell the Font Software to any third party (except as specifically permitted in this Agreement), nor will you make any use of the Font Software in competition with the business or patronage of Sharp Type. You further agree that the Font Software shall not be copied (except as expressly permitted here), in whole or in part, decompiled, "reverse-engineered", disassembled, altered, or otherwise accessed in any way in order to derive the source code for the Font Software or used in any way to create a derivative work, and that you also will take commercially reasonable precautions to secure the Font Software to prevent unlicensed end users from accessing the Font Software and using it in violation of this Agreement. If you are a design agency entity or similar entity engaged in design or production of marketing and other content for third parties, and you provide, make available to, or use the fonts for one or more third parties' benefit, public display or other unlicensed use license, you agree that you will indemnify Sharp Type of and from all losses in connection with such unauthorized distribution or use of the fonts, including without limitation, Sharp Type's lost licensing fees and costs and expenses of enforcement, including without limitation attorneys fees.

VI. **Intellectual Property**

The Font Software and typefaces and designs rendered thereby or embodied therein, and any associated trademarks are the exclusive property of Sharp Type and/or its designers, and are protected by laws of the United States pertaining to copyright, trademark and other proprietary or intellectual property rights, by the copyright and design laws of other nations, and by international treaties. You agree that you will not claim any rights in the Font Software and any related or derivative fonts, or challenge or contest the validity or exclusive ownership of the Font Software and

such related or derivative fonts by Sharp Type anywhere in the world, whether during or after the termination of this Agreement. If you modify, alter or "improve" the Font Software in any way, you will have violated this license, and in addition to any other remedy available to Sharp Type, you agree and acknowledge that all such modifications shall be considered "derivative works" of the Font Software, and shall be owned **exclusively** by Sharp Type. You also will refrain from claiming credit for or otherwise branding or assigning the Font Software a name that is publicly visible and which conveys the impression that the Font Software is somehow exclusively created, licensed or owned by You or a party other than Sharp Type.

Please note: If you use the Font Software in a manner or for a purpose where design credits are displayed, for example in the end-credits for a video game, credit for the typeface must be provided by font name and to "Sharp Type Co."

VII. Disclaimer of Warranties and Limitation of Liability

We take care to provide Font Software that meets or exceeds the standards of the industry; even so, however, we do not warrant that the Font Software will operate uninterrupted or error-free, and we will not be responsible for any failure of the Font Software to operate with any system(s) or computer program(s) or accessories you may have. We further will not be responsible for any damage to your hardware, systems, or for the disclosure or loss of data, profit or goodwill, or for any lack of legibility of any text or typeface produced by the Font Software.

In the event that, within ten (10) days after the effective date of this Agreement the Font Software provided to you is discovered to be corrupted or otherwise flawed through no act or omission on your part, and provided that such defect can be reproduced by Sharp Type during its review of the Font Software, we may, in our sole discretion, elect to either provide you with a replacement copy of the then-current Font Software, or refund to you the License Fee we have received from you. This replacement or refund shall take place in due course.

Notwithstanding the foregoing, and any other provision in this EULA, **Sharp Type's maximum total cumulative liability arising from the Font Software under any type of claim (i.e. whether tort or breach of contract) shall not exceed the amount License Fee that we have received from you in connection with this EULA.**

In the event that a third party brings a claim against us in connection with your use of the Font Software or this EULA, you agree to indemnify and hold Sharp Type harmless from all claims, judgments, liabilities, expenses, or costs arising in connection with such claim.

VIII. Termination

Please be advised that Sharp Type may terminate this EULA if you violate any of the terms and conditions stated herein, and will be effective immediately upon your receipt of written notice from Sharp Type (which may be given by email). Upon termination of this EULA for any reason, you must delete and otherwise destroy the Font Software and any unauthorized derivatives of such software in your possession and control, and you shall promptly submit a declaration signed by an officer of your organization (or you, if use is personal), certifying such destruction and/or deletion, and further certifying that the Font Software has not been made available by you to any unlicensed person or third party. The termination of this or any other EULA by Sharp Type will not entitle you to any pro-

rata refund of any License Fee you may have paid, and will be without prejudice to Sharp Type's entitlement to damages in connection with any violation of this EULA.

IX. Miscellaneous/Legal

A. Governing Law, Jurisdiction. This EULA is governed by the laws of New York, without regard to New York's conflict or choice of law provisions. Any action or proceeding arising from this Agreement will be heard exclusively in the courts located in the City, County and State of New York, which courts will have personal jurisdiction over all parties hereto. Furthermore, to the maximum extent permitted by law, you agree that you will not initiate, participate in, or join as a class member, any class action or arbitration proceeding arising from or relating this EULA or the Font Software.

B. Severability. If any provision of this EULA shall be held to be invalid or unenforceable, the remainder of this EULA shall remain in full force and effect. To the extent any express or implied restrictions are not permitted by applicable laws, these express or implied restrictions shall remain in force and effect to the maximum extent permitted by such applicable laws.

C. Audit. We may, at any time, request an audit in order to confirm that you are complying with the terms of this EULA. Within 10 days after receiving a notice of audit from Sharp Type, you will provide a certified statement of (i) the computers, servers, websites, applications or other sources where the Font Software may reside, be saved or be accessed, (with all identification information, including serial or other identifying numbers), (ii) the locations (servers or sites) where the Application can and could, during the past (3 years) be accessed and/or downloaded, and (iii) during that same time period, provide a record of the downloads that may have taken place. For this purpose, you will permit Sharp Type or its designated agent to inspect (in person or via remote access) during normal business hours the Font Software and your facilities, machines, and records to verify your compliance with this EULA. In the event the audit reveals any noncompliance, you will make payment to Sharp Type within fifteen (15) days in connection with any applicable units of the Font Software, provided, however, that this will not limit Sharp's rights and remedies. The obligations and terms set forth in this section will survive termination of this Agreement for a period of one (1) year.

D. Amendment. This EULA may not be modified without the written consent of Sharp Type Co. However, please note that, in consideration of the fact that (i) this License is not limited to a specific duration (so long as you comply with its terms), and (ii) technological innovations and advances (including, for example, 3-D printing and hologram technology) may materially impact various provisions of this agreement, we reserve the right, from time to time, to unilaterally modify the terms of this License in order to preserve its original intent and permitted use, and to update any provisions that might be impaired, or rendered obsolete or incomplete by changing technology or new digital or physical formats. Any such changes shall be effective the earlier of the date of publication of any notice of the amendment on our website or any email sent to the address you provide us at the time of your License.

E. Merger/Upgrade. This EULA (and any addenda purchased or provided herewith) constitutes the entire understanding between you and Sharp Type, and supersedes in full all previous agreements, promises, representations and negotiations between you and Sharp Type concerning the Font Software; and your rights to use the same. Specifically, if this EULA may be an upgrade of previously licensed rights, your prior EULA will be superseded by this EULA, but any riders or licenses that may not be the subject of an upgrade (for example, a rider or separate license for Webfont or App use) will remain in full force and effect.

F. Assignment. While your obligations under this EULA are binding on your heirs, successors and assigns, please note that you may not assign or transfer this EULA – even to a successor in interest to your organization, any parent company, or other business. On the other hand, Sharp Type reserves the right to assign its interests under this EULA and the Font Software in its sole and absolute discretion.

G. Termination/Fees. In the event that you violate this EULA (including the termination or audit provisions), you agree to pay Sharp Type's reasonable attorneys' fees incurred in connection with any audit, action or proceeding relating to such violation. This provision will survive termination of this EULA for any reason.

H. Waiver. Sharp Type Co.'s failure to enforce any provision of this agreement will not constitute a waiver and, in fact, no waiver of any provision or right set forth in this EULA will be effective unless set forth in a writing signed by the party against whom the waiver is to be enforced.

X. Thanks!

Thank you for choosing to license a Sharp Type font. We sincerely hope that you will think of Sharp Type Co. in connection with your future (expanded) typeface needs. If you have any questions about this EULA, please email us at licensing@sharptype.co and we will do our best to provide you with the information and support to get the right license for your needs. V8