

## End-User License Agreement (EULA)

### Article 1 Object

The present end-user agreement (here after: "the agreement") describes the terms, conditions and limitation of the license given by morefont to the buyer

(hereafter: "you" or "the licensee").

morefont offers two types of licenses, the Desk/Impression License ("License Bureau") (Article 2.1) and the Web License (Article 2.2.)

By downloading, installing, manipulating or using our typographies (digital fonts software) in any other way, you confirm that you accept the terms and conditions of the present agreement without reservation. If you do not accept our terms and conditions, you will be forbidden from using morefont's typographies.

### Article 2 Authorised licenses

#### **ARTICLE 2.1** Desk/Impression license

A Desk/Impression license is a digital fonts software created and optimised to produce non-dynamics documents.

The Desk/Impression license allows you to use the typography on a limited number of fixed or portable computers. The prices vary depending on the number of computers. If the number of computers subsequently increases, you are required to upgrade the license without delay.

The Desk/Impression license gives you the right to integrate the typography in all types of printed projects and fixed images (i.e. PNG, TIFF or JPEG), as well as video (i.e. MP4 or .Move).

A Desk/Impression license does not authorise you to generate a Web typography from a Desk/Impression typography. If you wish to use the typography online, please buy a Web License.

#### **ARTICLE 2.2** Web License

A Web typography is a digital fonts software created, optimised and modified in a specific manner in order to be used on the internet to style and display on a website.

The Web License allows you to use the typography in one or more domains, depending on your order. The prices vary depending on the number of monthly views. If the number of monthly views subsequently increases, you are required to upgrade the license without delay.

You hereby declare and guarantee to be the owner of the domain(s) indicated in your order and you undertake to control the contents of your website.

A Web License does not authorise you to generate a Desk/Impression typography from a Web typography. If you wish to use the typography on non-dynamic documents, please buy a Desk/Impression License.

### Article 3 Rights and obligations of the licensee

In addition to the rights and obligations provided for in Article 2 of the agreement, it is forbidden to decompile, adapt, translate, reverse

engineer, disassemble, transform, discover or otherwise modify the source code of the digital fonts software or its format. It is also forbidden to modify or transform in any way whatsoever the digital fonts software, the licensed typographies and/or drawings contained in the downloaded files for private use, professional use, resale, further distribution or any other purpose.

You are required to take all necessary measures to prevent non-authorised accesses to the digital fonts software or the licensed typographies. In

particular, you undertake to not copy, resell, redistribute, sublicense or transfer by any technical means the digital fonts software to third parties. You are required to inform your employees and representatives who have access to the digital fonts software of the terms and conditions in this agreement and ensure that they conform to it.

It is forbidden to use the names of the digital fonts software, licensed typographies and/or morefont to define products or services similar or identical to the digital fonts software or other licensed typographies.

For the purpose of reproducing a particular document, you are authorised to send a copy of the digital fonts software to a printer or a service bureau for the final product. In such a case, you are required to ensure that the printer or the service bureau destroys all copies of the digital fonts software completely and integrally upon the completion of the job.

### Article 4 Price

The licensee pays morefont a fixed non-refundable price for the usage depending on the chosen license.

The applicable prices are defined on morefont's

website. morefont reserves the right to change the license prices at any time and without prior notice.

No refund of the fixed price for the use of the license is possible if the number of licenses indicated in the order is finally reduced or if you decide to terminate, in whole or part, the use of licensed typographies.

As morefont is based in Pully (Vaud), Switzerland, all transactions of Swiss and Liechtenstein customers are charged 7.7% in addition to the flat-rate usage price.

All transactions are treated by Stripe and Visa, MasterCard and American Express credit cards are accepted.

The currency used is the Swiss franc (CHF).

### Article 5 Intellectual property rights

You understand and agree that the digital fonts software and all copies thereof, as well as the licensed typographies are the sole and entire property of morefont. The structure,

organisation and source code of the digital fonts software are valuable trade secrets of morefont, are related to intellectual property rights protected by the applicable legislation and are owned by morefont.

The present agreement grants no intellectual property rights over the digital fonts software or the typographies to the licensee. By "intellectual property rights", we mean all trademarks, patents, patents application, non-patented inventions, designs, design application, unregistered designs, copyrights, trade secrets, know-how and any other intellectual property in relation with the digital fonts and licensed typographies.

Any copy that you are authorised to make in application of the present agreement must include all copyright, trademark and other intellectual property notices, if any, on the digital fonts software purchased. You agree to not change these notices as contained in the digital fonts software.

You acknowledge that the digital fonts software and the licensed typographies are protected, in particular under applicable intellectual property rights. You acknowledge and agree that the intellectual property rights related to the digital fonts software and/or morefont's typographies (such as the digital font software but also any other program used or

developed by morefont) are the sole and entire property of morefont, both during the term of this agreement and after its expiry.  
You refrain from taking any action that may infringe, alter or compromise, challenge, appropriate and/or use in any other way other than that provided for in this contract morefont's intellectual property rights.

## Article 6 Warranty and responsibility

**ARTICLE 6.1** Warranty and responsibility from the licensee You certify and guarantee that you are a retail client and you do not act as a distributor, reseller, dealer, merchant, sub-licensor, original

equipment manufacturer or wholesaler in relation with the digital fonts software and/or licensed typographies.

In case of utilisation of the digital fonts software or licensed typographies without a valid or adequate license, in particular an insufficient Desk/Impression or a Web License with regard to the number of used computer or number of website views, the offender must pay a retroactive license to morefont for the unauthorised usage. The price of the retroactive license must be calculated on the basis of the applicable price for the corresponding license, in addition to extra fees of at least 20%.

Without prejudice to what precedes, morefont reserves its right to claim all damages, losses and fees (including lawyer fees) that it may incur or suffer in relation with the violation of the present agreement, and exercise all rights and remedies.

**ARTICLE 6.2** Warranty and responsibility from morefont

morefont's warranty is strictly limited to the replacement of the digital fonts software if it were to not function in accordance with the installation information contained on morefont's website. To file a complaint, you must notify morefont in writing within 10 days from the date of subscription of the license. All other rights and remedies are excluded.

Subject to the last paragraph, morefont makes no warranties or declaration, express or implied, regarding the subject matter of the present agreement, in particular the absence of violation of a third party's rights, the merchantability, suitability of the digital fonts software or licensed typographies for a particular purpose or result that you may have intended to achieve by using the digital fonts software or the use of the morefont website.

morefont is not responsible and has no obligation to assist you in case of a problem in relation to the installation or the use of the digital fonts software and the past, present or future licensed typographies.

morefont is not responsible and has no obligation to update the digital fonts software or the licensed typographies, or to replace the digital fonts software or the licensed typographies with more recent versions.

Therefore, it is the licensee's sole responsibility to ensure that the software is compatible with the ones installed on the device(s) he intends to use. morefont gives no warranty on this subject.

Except in case of deceit or gross misconduct, morefont is not responsible in case of complaints from third parties, as well as damages, losses and costs that you may incur or suffer. In particular, morefont excludes its responsibility for all consequential, indirect and punitive damages of any nature, such as a lost profit, a business interruption or loss of reputation. The present agreement is of indefinite duration.

## Article 7 Duration and termination of contract

In case of violation of the present agreement by the licensee, morefont reserves its right to terminate the present agreement without notice and with immediate effect.

Upon notification of the contract's termination, the licensee must restore all materials supplied by morefont to it in relation with the digital fonts software, and destroy all copies of the digital fonts software and licensed typographies.

To the request of morefont, the licensee must confirm in written that all copies of the digital fonts software and licensed typographies have been destroyed.

## Article 8 Forum and applicable law

Any dispute in relation with the present agreement concerning in particular its validity, its interpretation, its execution or its termination, is submitted to the exclusive competence of

the tribunals of the canton of Vaud (Switzerland), subject to an appeal to the Supreme Court.

The law applicable to this agreement is Swiss law, with the exclusion of the Convention on Contracts for the International Sale of Goods (CISG).