## Black[Foundry]

3 rue d'Alexandrie, 75002 Paris, France +33 (0)1 46 27 67 56, hello@black-foundry.com

## **Trial License**

Date	18/11/2022
Order	#PO2YXF3

## **Galien trial license**

# The License is granted to the End User according to the following terms

#### Scope of the Trial license

- By Rastereo (Uralskaya St., Building 15, Entrance 7, Apt. 233, 107241 Moscow, Russia);
- Reproduction and Representation of the Font(s) for testing purpose only and project presentation to clients or prospects;
- · Worldwide;
- For unlimited time duration.

### **BlackFoundry End User License Agreement**

This End User License Agreement ("EULA" or "License") is a binding agreement between the End User and BlackFoundry entering into force when the End User purchases a Font(s) from BlackFoundry.

#### **Article 1 - DEFINITIONS**

"BlackFoundry" is a French "société par actions simplifiée", having its headquarters: 3 rue d'Alexandrie, 75002 Paris, France registered before the Trade and Companies Register of Paris under the number 810 104 446, represented by its legal representative, duly authorized.

The "End User" is the third-party: Rastereo (Uralskaya St., Building 15, Entrance 7, Apt. 233, 107241 Moscow, Russia).

The "Font(s)" are the listed font(s) selection below, covering the "Latin, Cyrillic" writing system(s):

- Galien Variable
- Galien Variable Italic
- Galien Light
- Galien Light Italic
- Galien Regular
- Galien Italic
- Galien Book
- Galien Book Italic
- Galien Bold
- Galien Bold Italic
- Galien Poster

BlackFoundry grants the End User a non-exclusive and non-transferable license, to install and/or use the Fonts according to the terms of this EULA, for the territory, duration and uses defined in Article 3.

Except as expressly permitted, the End User may not distribute, sell, modify, include, adapt, translate, reverse engineer, decompile, disassemble, translate into other Font(s) formats or other formats for use with other forms of devices or otherwise copy and/or include the Font(s) or the design of the Font(s) embodied therein without the prior express written consent of BlackFoundry.

All rights not expressly granted are reserved to BlackFoundry.

Any modifications, derivations and/or adaptations of the Font(s) or the design embodied therein, requires the prior express written consent of BlackFoundry which expressly reserves a right to create any such modifications, derivations or adaptations of the Fonts.

#### Article 3 - SCOPE OF THE LICENSE

For the purpose of this License, the following definitions will apply:

"Reproduction" means the right to reproduce the Font(s) using, unless otherwise specified, any technical means, means, whether known or unknown, in any material, in any dimensions and notably on the following media: logotypes, packaging, printed matters, advertising and promotional items, electronic formats, storage in information systems, etc.

"Representation" means the right to communicate the Font(s) to the public, and unless otherwise specified, by any means, whether known or unknown, and notably under the following forms: public showing, broadcast on any means of communication, including television and internet, theatrical distribution, internet, etc.

"Adaptation" means the right to modify the Font(s) as further specified in this License, without violating or altering its essential characteristics, for a vectorized use exclusively.

#### **Article 4 - WARRANTY**

In accordance with the applicable legal provisions, BlackFoundry must provide to the End User all legal warranties, including when applicable the warranty of compliance and the warranty against latent defects, as defined by Articles L. 217-4 to L. 217-13 of the French Consumer Code and Articles 1641 to 1649 of the French Civil Code. In case of deficiencies in the Font, the professional End User will only be granted the possibility to request another Font(s) in replacement of the purchased Font.

#### **Article 5 - DELIVERY**

The Fonts will be available for download upon agreement by Rastereo (Uralskaya St., Building 15, Entrance 7, Apt. 233, 107241 Moscow, Russia) of the terms and conditions of this License.

#### **Article 6 - PROVISION TO THIRD PARTIES**

The End User may not provide the Font(s) to third parties or make the Font(s) publicly accessible or available except by embedding or linking in accordance with the License.

#### Article 7 - SEVERABILITY

If any one or more term, clause or provision of this License shall, for any reason, be judged to be invalid, illegal or unenforceable, the validity, legality or enforceability of any other term, clause or provision shall not be affected, and such invalid, illegal or unenforceable term, clause or provision shall be changed and interpreted so as to best accomplish the objective of such provision or portion thereof within the limits of applicable law or applicable court decisions.

Either party may terminate this License upon a fifteen (15) days written notice to the other party if the other party breaches any term, representation, warranty, condition, or covenant hereof and such breach remains uncured for fifteen (15) days following the receipt of notice thereof.

#### Article 9 - APPLICABLE LAW AND COMPETENT JURISDICTION

All disputes arising between the parties concerning the existence, the validity, the interpretation and/or the performance of the License that could not be amicably solved shall be exclusively deferred to the competent First Instance Court of Paris.

This License is exclusively governed by French law, excluding the application of conflict of laws rules.

BlackFoundry • SAS au capital de 100 000€ • SIRET 804 104 446 • TVA FR 77 804104446