# END USER LICENSE AGREEMENT (EULA) 30-DAY TRIAL LICENSE

This License Agreement (hereinafter "Agreement") is a legal agreement between Milieu Grotesque, LDA, Rua dos Poços 28, Pucariça, 2640-073 Santo Isidoro MFR, Portugal ("Milieu Grotesque") and the licensee ("Licensee") as specified in the sales receipt issued by Milieu Grotesque ("Sales Receipt"). It applies to the font software (coded software that generates typeface designs when used with the appropriate hard- and software) specified in the Sales Receipt ("Font Software").

By conducting the payment according to the Sales Receipt or by downloading and/or installing the Font Software, the Licensee agrees to the following terms of this License Agreement.

#### 1. Scope of License

Milieu Grotesque and Licensee agree that the Font Software is being licensed by Milieu Grotesque to Licensee pursuant to the terms and conditions set forth in this Agreement.

#### 1.1 Duration

The usage rights granted under this Agreement are limited to a trial period of 30 days, starting from the day of the provision of the Font Software by Millieu Grotesque..

### 1.2 Trial License Grant

Milieu Grotesque grants Licensee a non-exclusive license ("Trial License") to install and use the Font Software for non-commercial trial purposes only. Installation and use of the Font Software is limited to one (1) workstation. Occasional printouts for test purposes are permitted.

In particular, but without limitation, the Trial License does not permit any use of the Font Software for publishing or for creating printouts not required for test purposes, any embedding of the Font Software in documents, applications or devices (e.g. as a subset of the Font Software or as raster images such as GIF, JPEG, etc.), or any conversion of the Font Software (e.g. by using online font converters).

## 1.3 No Sublicenses

Licensee is not entitled to grant sublicenses to use the Font Software to any third parties, including affiliated companies, distributors, agents and/or other subcontractors of Licensee. In particular, but without limitation, Licensee may not take a digital copy of the Font Software used in any particular document to a commercial printer or other service provider for printing or otherwise processing the document.

## 2. Usage Beyond the Scope of this License

Any use of the Font Software beyond the usage rights granted hereunder needs additional licensing. This includes, without limitation, any use of the Font Software for websites, in apps (applications that can be installed on mobile operating systems) or e-books, in editable documents to be distributed to third parties, for broadcasting (e.g. exhibition or display in cinemas, motion pictures, on television or on cable television, etc.), in a registered trademark, the embedding of the Font Software within hardware equipment or the operation system of an electronic device (e.g. an e-book reader, a mobile operating system, etc.) or software as well as any transmission of the Font Software to third parties via the Internet. Please visit our website or contact us with specific information on such projects for more information and/or a price quote.

#### 3. Font File Protection

Licensee is obliged to take appropriate actions to make sure the Font Software is only used within the scope defined in the Agreement and not made available by any means to third parties other than permitted herein (e.g. no copying, no hot-linking, no direct downloads from a website, no access to source code, no distribution with a source code, etc.).

## 4. Back-up and Copying

Licensee is not allowed to make or use back-up copies of the Font Software. Licensee is not allowed to copy the Font software or allow third parties to copy the Font Software.

#### 5. Modifications

Licensee agrees not to modify, adapt, translate, reverse engineer, decompile, disassemble, alter, or attempt to discover the source code of the Font Software. If Licensee wishes to modify the Font Software, Licensee must obtain the prior written consent of Milieu Grotesque.

## 6. Ownership

The Font Software is protected by copyright and/or trademark laws and international treaties and is the exclusive property of Milieu Grotesque. Licensee does not gain ownership of the Font Software under this Agreement and may not extend any rights to any third parties except as expressly provided herein. The structure, organization, and the code of the Font Software are trade secrets of Milieu Grotesque and Licensee agrees to treat them as such.

#### 7. Transfer of License

Licensee may not give, hand out, rent or lease the Font Software or parts of it to third parties. Licensee agrees that he will not distribute or disseminate all or any part of the Font Software through any file-sharing service.

## 8. Warranties

Millieu Grotesque does not provide any warranties for the Font Software under this Agreement. In no event will Milieu Grotesque or its suppliers be liable to Licensee for any damages.

## 9. Indemnification

Licensee agrees to indemnify and hold Milieu Grotesque harmless from and against any claims or damage which may result from a breach of this Agreement.

#### 10. Miscellaneous

This Agreement shall be governed by the laws of Portugal, excluding any conflict of law rules. The United Nations Convention for International Sales of Goods (Vienna Convention) is expressly excluded. Any dispute arising out of this Agreement shall exclusively be governed by the ordinary courts of Lisbon, Portugal. If any part of this Agreement is found to be void or unenforceable by any competent court, the validity of the remaining parts of the Agreement shall not be affected thereby. The remaining parts shall remain valid and enforceable according to the terms of this Agreement. Licensee agrees that the Font Software will not be transferred into any country or used in any manner prohibited by the applicable export law, or other governmental restrictions or regulations of this country. This Agreement may only be modified in writing signed by an authorized officer of Milieu Grotesque.

#### 11. Termination

Milieu Grotesque has the right to terminate this Agreement and all granted usage rights immediately if Licensee fails to comply with any of the terms of this Agreement. Upon termination, Licensee must immediately destroy the originals and any copies of the Font Software and Documentation.

## 12. Information Duty

Licensee agrees to inform all users who have access to the Font Software about the content of this Agreement and makes sure that they comply with the terms of this Agreement.

Version 2.9, October 2019

\_

Milieu Grotesque, LDA Rua dos Poços 28, Pucariça 2640-073 Santo Isidoro MFR, Portugal VAT-ID# (NIPC): PT514426411 Registo Comercial Lisboa, Portugal Managing Director: Maiko Gubler

\_ \_

contact@milieugrotesque.com
http://milieugrotesque.com