

Лицензионный Договор №23080860 от 03 августа 2023

Лицензиат: Yagolnikova Ekaterina

Внимание! Перед использованием шрифта ознакомьтесь с текстом данного Лицензионного Договора. Нарушение условий настоящего Лицензионного Договора (далее – Договор, Лицензионный Договор), равно как и использование программного обеспечения и произведения графики без лицензии, влечет за собой последствия, предусмотренные действующим законодательством Российской Федерации. Исключительные права на данное программное обеспечение и объекты графики и дизайна принадлежат соответствующим правообладателям.

ООО НПП "ПАРАТАЙП" (далее – ПараТайп) имеет все необходимые полномочия для заключения настоящего Договора и предоставления указанных в нем прав.

1. ПРЕДМЕТ ДОГОВОРА

1.1. Настоящий Договор заключен между вами (Лицензиатом), с одной стороны, и ПараТайпом с другой стороны, о предоставлении вам названных в нем прав на использование определенным образом и в определенных пределах соответствующего Шрифта и Шрифтового ПО. Шрифт и Шрифтовое ПО охраняются законодательством Российской Федерации как произведение графики и как программа для ЭВМ соответственно.

1.2. Данный Договор вступает в силу и порождает юридические последствия с даты оплаты Лицензиатом соответствующего счета за получение права использовать Шрифт и Шрифтовое ПО.

1.3. Сумма лицензионного вознаграждения указывается в счете, который является неотъемлемой частью Договора. Факт оплаты такого счета, является вашим согласием выполнять условия настоящего Договора. В любом случае, начало использования Шрифта считается вашим согласием на заключение настоящего Лицензионного Договора и согласие со всеми его условиями.

1.4. Неисключительные права Вам предоставляются в отношении следующих шрифтов:

- Шрифт: Gilroy ExtraBold

Вид лицензии: «Десктоп лицензия компании Radomir Tinkov», «Веб лицензия компании Radomir Tinkov»

- Шрифт: Gilroy Light

Вид лицензии: «Веб лицензия компании Radomir Tinkov», «Десктоп лицензия компании Radomir Tinkov»

2. ПРИОБРЕТАЕМЫЕ ВИДЫ ЛИЦЕНЗИЙ

2.1. Лицензии «Веб лицензия компании Radomir Tinkov», «Десктоп лицензия компании Radomir Tinkov»

2.1.1. В силу соглашений с соответствующими правообладателями ПараТайп обладает правом на распространение Шрифтового ПО и сублицензирование его использования.

2.1.2. Лицензия на Шрифтовое ПО предоставляется Лицензиату непосредственно правообладателем и находится в шрифтовом файле и соответствующем приложении. При этом следует иметь в виду, что графика таких шрифтов также находится под правовой охраной как объект авторского права в качестве порождаемого отображения Шрифтового ПО.

2.1.3. Лицензия «Веб лицензия компании Radomir Tinkov» предоставляется на следующее количество просмотров/мес: без ограничений — для шрифтов Gilroy Light, Gilroy ExtraBold; Лицензия «Десктоп лицензия компании Radomir Tinkov» предоставляется на следующее количество компьютеров: без ограничений — для шрифтов Gilroy Light, Gilroy ExtraBold.

3. ОГРАНИЧЕНИЕ ИСПОЛЬЗОВАНИЯ

3.1. Запрещается модифицировать, переименовывать, изменять знаковый состав, перестраивать или воздействовать иным способом на файл Шрифтового ПО.

3.2. Запрещается распространение и доведение до всеобщего сведения файлов Шрифтового ПО. Вы не можете размещать, устанавливать и использовать файлы на Компьютерах, Мобильных устройствах, Серверах и Веб-серверах и Веб-сайтах других фирм или частных лиц, размещать их в сети Интернет, давать их взаймы, в аренду или передавать другому пользователю, за исключением случая, когда полностью передаётся весь комплект поставки, включающий: файл Шрифтового ПО, лицензионные права, руководство по использованию, печатные материалы, резервные копии. В этом случае вы обязаны уничтожить все имеющиеся у вас копии переданного Шрифтового ПО и документации, и письменно уведомить ПараТайп о смене лицензиата.

3.3. Лица, не заключившие Лицензионный Договор, не могут вводить в гражданский оборот товары, работы или услуги, содержащие Шрифты или Шрифтовое ПО правообладателей.

3.4. Указанные в настоящем Договоре права предоставляются вам без права их передачи и переуступки другим лицам, за исключением случая, предусмотренного в п. 3.2 выше.

4. ПОСЛЕДСТВИЯ НАРУШЕНИЯ ДОГОВОРА

4.1. В случае нарушения Лицензиатом любого из пунктов данного соглашения ПараТайп имеет право в одностороннем порядке прекратить его действие. В этом случае после получения соответствующего письменного или электронного уведомления вы обязаны уничтожить все имеющиеся у вас копии полученного Шрифтового ПО и соответствующей документации. Иное будет считаться нарушением исключительных прав.

4.2. В случае если Шрифтовое ПО вследствие действия Лицензиата окажется доступно на Компьютерах, Мобильных устройствах, Серверах, Веб-серверах и Веб-сайтах других фирм или частных лиц, то бремя доказывания непредумышленности действий, приведших к таким последствиям, ложится на Лицензиата.

4.3. За использование Шрифта и Шрифтового ПО без действующего лицензионного Договора, за его пределами и за иное нарушение исключительных прав наступает соответствующая ответственность, предусмотренная действующим законодательством.

5. ГАРАНТИЙНЫЕ ОБЯЗАТЕЛЬСТВА

5.1. ПараТайп гарантирует, что не существует в настоящее время, и не будет существовать каких-либо обстоятельств, препятствующих использованию Лицензиатом Шрифтового ПО в соответствии с настоящим Договором. В случае возникновения претензий третьих лиц в результате нарушения компанией ПараТайп перечисленных в настоящем пункте гарантий и в связи с использованием Лицензиатом или его правопреемниками Шрифтового ПО всю ответственность берет на себя ПараТайп, в обязанности которого входит рассмотрение таких претензий и разрешение конфликтных ситуаций за свой счет.

5.2. ПараТайп гарантирует отсутствие ошибок на носителях информации при условии нормальной эксплуатации в течение 90 дней с момента подписания Акта сдачи-приемки.

5.3. Шрифт и Шрифтовое ПО поставляется без каких-либо явных или подразумеваемых обязательств со стороны поставщика относительно его потребительских характеристик и возможности достичь его применением каких-либо целей. Не даются никакие коммерческие гарантии и гарантии пригодности для каких-либо конкретных сфер использования. ПараТайп ни при каких обстоятельствах не несет ответственности за убытки и ущерб, вызванные использованием или невозможностью использования Шрифта и Шрифтового ПО, или предоставлением или непредоставлением услуг по поддержке, связанных с их использованием, однако обязана обеспечить техническую возможность использования Шрифтового ПО.

6. ДЕЙСТВИЕ ДОГОВОРА

6.1. Договор заключен на срок действия исключительного права на Шрифт и Шрифтовое ПО и действует на территории всех стран мира.

6.2. Настоящий Договор составлен на русском языке в одном экземпляре. К нему подлежит применению право Российской Федерации.

7. ИНЫЕ УСЛОВИЯ

7.1. ПараТайп сохраняет за собой право на внесение изменений в настоящий Договор в любое время без предварительного уведомления.

8. ТЕРМИНЫ И ОПРЕДЕЛЕНИЯ

- «Лицензиат» — физическое или юридическое лицо, приобретающее права на Шрифт или Шрифтовое ПО и являющееся стороной данного Договора.

- «Шрифт» — произведение графики, состоящее из отдельных изображений символов языков, цифр и иных знаков, выполненных в единой стилистике или объединенных по иному признаку.

- «Знаки Шрифта» — изображения букв, цифр и иных символов, входящих в состав Шрифта.

- «Шрифтовое программное обеспечение» или «Шрифтовое ПО» — программа для ЭВМ, предназначенная для формирования и отображения Шрифта, а также обеспечивающая его загрузку в память Компьютера, Мобильного устройства, Сервера или Веб-сервера и его практическое применение для создания соответствующих надписей и файлов.

- «Компьютер» — для целей данного Договора термин включает в себя как настольный компьютер, а именно ЭВМ, предназначенную для индивидуального использования на одном месте (в силу размеров и необходимости источника энергии), так и ноутбук или лаптоп – переносную персональную ЭВМ, снабженную монитором и клавиатурой, выполненную в виде книги, а также многопроцессорные компьютеры, терминалы, банкоматы и т.д.

- «Мобильное устройство» — компактные мобильные ЭВМ, оснащенные экраном с размером диагонали 3,5-7 дюймов (8-17,8 см), предназначенные в первую очередь для просмотра веб-страниц и работы с веб-сервисами, для развлечения и коммуникации.

- «Сервер» — компьютерная программа или электронное устройство, предоставляющие свою функциональность другим программам или устройствам.

- «Веб-сервер» — компьютерная программа или устройство, предоставляющие свою функциональность другим программам или электронным устройствам посредством HTTP и иных протоколов передачи данных в сети Интернет.

- «Веб-сайт» или «Интернет-сайт» – совокупность логически связанных между собой веб-страниц, массив

связанных данных, имеющий уникальный адрес в сети Интернет и воспринимаемый пользователем как единое целое.

- «Мобильное приложение» — программное обеспечение, предназначенное для работы на смартфонах, планшетах и других мобильных устройствах.
- «Логотип» — графическое изображение или текстовый знак, в том числе Товарный знак и Знак обслуживания, используемый организациями и частными лицами для повышения узнаваемости товаров, работ, услуг или их производителя в социальной среде.
- «Видеоигра» — игра с использованием изображений, сгенерированных электронной аппаратурой и отображенных на экране устройства любого типа.
- «Электронная публикация» — версия книги, журнала, буклета и т.д., хранящаяся в электронном(цифровом) виде, предназначенная для чтения с экрана электронных устройств или печати на устройствах вывода.
- «Текстовый Веб Контент» — HTML-документы, такие как веб-страницы и электронные письма в формате HTML, которые содержат текстовые элементы, такие как заголовки, абзацы или промежутки, отображаемые с использованием лицензированного Шрифтового ПО.
- «Цифровой Текстовый Контент» — цифровые документы, за исключением Текстового Веб Контента, которые содержат представления шрифтовых знаков, созданных с помощью лицензированного Шрифтового ПО. Примеры Цифрового Текстового Контента включают, помимо прочего, изображения и видео с предварительно обработанными текстовыми наложениями, а также документы с форматированным текстом, такие как файлы в формате PDF, EPUB, Adobe Creative Cloud и Microsoft Office.
- «Лицензированные Пользователи» — вы или лица, действующие по вашему поручению, которые имеют доступ к лицензированному Шрифтовому ПО.

ООО НПП "ПАРАТАЙП", Директор Якупова А.Э.

117418, Москва, Нахимовский пр-т, д.47

Если у вас есть какие-либо вопросы, касающиеся этого Лицензионного соглашения, пожалуйста, свяжитесь с нами:

Тел.: 8 (800) 700-8541

Email: fonts@paratype.com

ПРИЛОЖЕНИЕ А
Лицензионное соглашение конечного пользователя (Radomir Tinkov, Десктоп)

End User License Agreement
Font Software

This Font Software End User License Agreement (“Agreement”) is a binding contract between you (“Licensee”) and Paratype, Inc. (“Paratype”). This Agreement becomes effective when you are given access to the Font Software licensed by you. All rights not expressly granted in this Agreement are reserved by Paratype.

For the purposes of this Agreement, the following definitions apply:

- “Font Software” means software that contains data and instructions that can be used to visualize a font design.
- “Foundry” means the foundry listed by the Font Software item(s) licensed by you.
- “Web Text Content” means HTML documents, such as webpages and HTML emails, that contain textual elements, such as headings, paragraphs, or spans, rendered using the licensed Font Software.
- “Digital Text Content” means digital documents, excluding Web Text Content, that contain representations of font glyphs created with the licensed Font Software. Examples of Digital Text Content include, without limitation, images and videos with pre-rendered text overlays, as well as rich text documents, such as PDF, EPUB, Adobe Creative Cloud, and Microsoft Office files.
- “Embedded” used in conjunction with the licensed Font Software means statically embedded (saved) into Digital Text Content under the following restrictions: (i) the Digital Text Content cannot be edited using the licensed Font Software; (ii) the licensed Font Software must be embedded in a secure, standard format, such as PDF, EPUB, and Microsoft Office, that protects its embedded font data from deliberate or inadvertent discovery or misuse; (iii) the licensed Font Software must be subset to include only the characters used in the Digital Text Content.
- “Commercial Content” means Digital Text Content that has the licensed Font Software Embedded into it and is offered to the general public for a fee.
- “Licensed Computers” means computers and other computing devices that can be used to access the licensed Font Software.
- “Licensed Users” means you or individuals acting on your behalf who have access to the licensed Font Software.

You agree to ensure that all Licensed Users are fully familiar and comply with the terms and conditions of this Agreement.

License Grant. You are hereby granted a non-exclusive, non-assignable, non-transferable license to use the licensed Font Software in accordance with the terms and conditions of this Agreement.

The following section provides more detail on the rights and limitations associated with the particular license(s) you purchased:

1. Applicable license type(s):

1.1. Desktop license:

- 1.1.1. The Font Software licensed under the Desktop license (“Desktop Font Software”) may be used to create and edit Digital Text Content by the Licensed Users.
- 1.1.2. The total number of the Licensed Computers may not exceed the number specified in the applicable license purchase documents.
- 1.1.3. The Desktop Font Software may be Embedded into your Digital Text Content.
- 1.1.4. Your Digital Text Content, excluding Commercial Content, may be printed, published, and distributed.

1.2. Web license:

- 1.2.1. The Font Software licensed under the Web license (“Web Font Software”) may be used to create and edit Web Text Content by the Licensed Users.
- 1.2.2. Your Web Text Content may be published only in websites owned and controlled by you or sent only from your email addresses.
- 1.2.3. The total number of pageviews per month of all your Web Text Content may not exceed the number specified in the applicable license purchase documents.

1.3. Desktop Design license:

- 1.3.1. The Font Software licensed under the Desktop Design license (“Desktop Design Font Software”) may be used to create and edit Digital Text Content by the Licensed Users.
- 1.3.2. The total number of the Licensed Users may not exceed the number specified in the applicable license purchase documents.
- 1.3.3. The Desktop Design Font Software may be used on computers running a font management application, Fontoscope™, provided by Paratype.
- 1.3.4. The Desktop Design Font Software may not be modified, saved, or copied.
- 1.3.5. Your Digital Text Content may be demonstrated to and reviewed by a limited number of individuals who are directly involved into your Digital Text Content design process.

1.3.6. Printing, publishing, or any other use of your Digital Text Content outside of the design process requires additional licenses granting distribution rights (Desktop, Web, App, or ePub licenses).

1.4. Web Design license:

1.4.1. The Font Software licensed under the Web Design license ("Web Design Font Software") may be used to create and edit Web Text Content by the Licensed Users.

1.4.2. The total number of the Licensed Users may not exceed the number specified in the applicable license purchase documents.

1.4.3. The Web Design Software may be used to dynamically replace fonts in webpages in a compatible Web browser, such as Google Chrome or Microsoft Edge, with an add-on browser extension, Fontoscope™, provided by Paratype.

1.4.4. The Web Design Font Software may not be modified, saved, or copied.

1.4.5. Your Web Text Content and renderings of your Web Text Content may be demonstrated to and reviewed by a limited number of individuals who are directly involved into your Web Text Content design process.

1.4.6. Printing, publishing, or any other use of your Web Text Content outside of the design process requires additional licenses granting distribution rights (Desktop, Web, App, or ePub licenses).

1.5. App license:

1.5.1. The Font Software licensed under the App license ("App Font Software") may be packaged with your software applications that are installed and executed locally on computers.

1.5.2. The App Font Software may be used only for the purpose of rendering user interface text of your applications. The App Font Software may not be used to create or edit Digital Text Content by users of your applications.

1.5.3. The App Font Software may be used only by your applications and may not be discovered, enumerated, and used by other applications or system components.

1.5.4. The total number of application titles that use the App Font Software may not exceed the number specified in the applicable license purchase documents.

1.5.5. An application for a particular platform, such as Android or iOS, shall be counted as a separate title.

1.5.6. An application upgrade adding new features shall be counted as a separate title.

1.6. ePub (also "Electronic Publication") license:

1.6.1. The Font Software licensed under the ePub license ("ePub Font Software") may be used to publish your Commercial Content.

1.6.2. The total number of publication titles that use the ePub Font Software may not exceed the number specified in the applicable license purchase documents.

2. Custom licenses can be negotiated directly with Paratype to use fonts in software apps or services for the purpose of creating content by end users, in system software of electronic devices, and in other cases not covered in this Agreement.

3. Restrictions and constraints. You may not:

3.1. Rent, lease, sublicense, give, lend, share, or further distribute any portion of the Font Software except as expressly provided in this Agreement.

3.2. Copy, change, adapt, translate, convert, or modify any portion of the Font Software, or create derivative works based upon the Font Software.

4. Intellectual and industrial property rights:

4.1. You agree that the Font Software is protected by the copyright law and other intellectual and industrial property rights of the United States and its various States, by the copyright laws, design laws, and other intellectual and industrial property rights of other nations, and by international treaties.

4.2. Foundry and its successors, licensors and assigns, expressly retain all right, title and interest in and to the Font Software, its structure, organization, code, related files, and the design of the font therein, including all intellectual and industrial property rights therein such as copyright, design and trademarks rights.

4.3. You agree that the Font Software is the exclusive and valuable property of Foundry and/or its licensors and that any intentional, negligent, or otherwise unauthorized use of the Font Software not expressly permitted by the Agreement constitutes an infringement of intellectual and industrial property rights, and is likely to cause significant monetary harm.

4.4. You agree to preserve and not to remove or alter all patent, copyright, and trademark notices contained in the licensed Font Software. Trademarks may be used only to identify output produced by the Font Software.

4.5. All rights in and to the Font Software, including unpublished rights, are reserved under the copyright laws of the United States and other jurisdictions.

5. Warranty and support:

5.1. Paratype warrants to you that the Font Software will perform substantially in accordance with the intended uses licensed under this Agreement for thirty (30) days following the delivery of the Font Software ("Warranty Period"). This limited warranty is void if the performance issue resulted from accident, abuse, negligence, or misapplication. If the Font Software does not perform substantially in accordance with the intended uses licensed under this Agreement, you must notify Paratype of your warranty claim in writing within the Warranty Period. Your entire,

exclusive, and cumulative liability and remedy shall be limited to either the refund of the license fee you paid for the Font Software or the replacement of the Font Software, at Paratype's discretion.

5.2. PARATYPE DOES NOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING THE FONT SOFTWARE. THE FOREGOING STATES THE SOLE AND EXCLUSIVE REMEDIES FOR PARATYPE'S BREACH OF WARRANTY. EXCEPT FOR THE FOREGOING LIMITED WARRANTY, PARATYPE MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE.

5.3. IN NO EVENT WILL PARATYPE BE LIABLE TO YOU OR ANYONE ELSE FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, EVEN IF PARATYPE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM AGAINST YOU BY ANY THIRD-PARTY SEEKING SUCH DAMAGES EVEN IF PARATYPE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5.4. Because some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you. ANY IMPLIED WARRANTY OR OTHER RIGHT CREATED BY LAW IS ONLY EFFECTIVE FOR THE THIRTY (30) DAY WARRANTY PERIOD. THERE ARE NO WARRANTIES OR CONDITIONS OF ANY KIND AFTER THE THIRTY (30) DAY WARRANTY PERIOD.

5.5. The Font Software is nonreturnable and nonrefundable. Except for the foregoing limited warranty obligations, Paratype does not have an obligation to provide any maintenance or support services with respect to the Font Software.

6. Governing law. This Agreement will be governed by and construed in accordance with the laws of the United States of America and the State of California, without giving effect to its conflicts or choice of law provisions. Both you and Paratype agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement. Both you and Paratype hereby irrevocably consent to the exclusive jurisdiction and venue of the state and federal courts located in Santa Clara County, California for the purpose of any legal action, suit or proceeding brought by either party in connection with this Agreement.

7. Limited distribution. You agree to be responsible for compliance with all laws, foreign and domestic relating to the control of exports or the transfer of technology. You represent and warrant that you are not located in a country that is subject to U.S. government embargo or other economic sanctions ("Restricted Countries"), and that you are not listed on the U.S. Treasury Department's list of Specially Designated Nationals, the U.S. Commerce Department's Table of Denial Orders or any other denied parties, as such lists may be updated from time to time ("Denied Parties"). You further represent and warrant that you will not export or re-export, sell, re-sell, license, distribute, make available, transfer or cause or facilitate the transfer of any of the Font Software, including any component or part directly or indirectly, to Restricted Countries or Denied Parties.

8. Termination. Upon failure by you (or any authorized user) to comply with the terms of this Agreement, Paratype shall be entitled to terminate this Agreement. Notwithstanding any termination of this Agreement, Paratype expressly reserves any and all other rights and remedies under equity or law.

9. The Font Software is commercial computer software. If you are an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Font Software, or any related documentation of any kind, including technical data and manuals, is restricted by a license agreement or by the terms of this Agreement in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. The Font Software was developed fully at private expense. All other use is prohibited.

October 1, 2021

Paratype, Inc.

<https://www.paratype.com>

Paratype and Foundry can be reached at the following email address: fonts@paratype.com

End User License Agreement
Font Software

This Font Software End User License Agreement (“Agreement”) is a binding contract between you (“Licensee”) and Paratype, Inc. (“Paratype”). This Agreement becomes effective when you are given access to the Font Software licensed by you. All rights not expressly granted in this Agreement are reserved by Paratype.

For the purposes of this Agreement, the following definitions apply:

- “Font Software” means software that contains data and instructions that can be used to visualize a font design.
- “Foundry” means the foundry listed by the Font Software item(s) licensed by you.
- “Web Text Content” means HTML documents, such as webpages and HTML emails, that contain textual elements, such as headings, paragraphs, or spans, rendered using the licensed Font Software.
- “Digital Text Content” means digital documents, excluding Web Text Content, that contain representations of font glyphs created with the licensed Font Software. Examples of Digital Text Content include, without limitation, images and videos with pre-rendered text overlays, as well as rich text documents, such as PDF, EPUB, Adobe Creative Cloud, and Microsoft Office files.
- “Embedded” used in conjunction with the licensed Font Software means statically embedded (saved) into Digital Text Content under the following restrictions: (i) the Digital Text Content cannot be edited using the licensed Font Software; (ii) the licensed Font Software must be embedded in a secure, standard format, such as PDF, EPUB, and Microsoft Office, that protects its embedded font data from deliberate or inadvertent discovery or misuse; (iii) the licensed Font Software must be subset to include only the characters used in the Digital Text Content.
- “Commercial Content” means Digital Text Content that has the licensed Font Software Embedded into it and is offered to the general public for a fee.
- “Licensed Computers” means computers and other computing devices that can be used to access the licensed Font Software.
- “Licensed Users” means you or individuals acting on your behalf who have access to the licensed Font Software.

You agree to ensure that all Licensed Users are fully familiar and comply with the terms and conditions of this Agreement.

License Grant. You are hereby granted a non-exclusive, non-assignable, non-transferable license to use the licensed Font Software in accordance with the terms and conditions of this Agreement.

The following section provides more detail on the rights and limitations associated with the particular license(s) you purchased:

1. Applicable license type(s):

1.1. Desktop license:

- 1.1.1. The Font Software licensed under the Desktop license (“Desktop Font Software”) may be used to create and edit Digital Text Content by the Licensed Users.
- 1.1.2. The total number of the Licensed Computers may not exceed the number specified in the applicable license purchase documents.
- 1.1.3. The Desktop Font Software may be Embedded into your Digital Text Content.
- 1.1.4. Your Digital Text Content, excluding Commercial Content, may be printed, published, and distributed.

1.2. Web license:

- 1.2.1. The Font Software licensed under the Web license (“Web Font Software”) may be used to create and edit Web Text Content by the Licensed Users.
- 1.2.2. Your Web Text Content may be published only in websites owned and controlled by you or sent only from your email addresses.
- 1.2.3. The total number of pageviews per month of all your Web Text Content may not exceed the number specified in the applicable license purchase documents.

1.3. Desktop Design license:

- 1.3.1. The Font Software licensed under the Desktop Design license (“Desktop Design Font Software”) may be used to create and edit Digital Text Content by the Licensed Users.
- 1.3.2. The total number of the Licensed Users may not exceed the number specified in the applicable license purchase documents.
- 1.3.3. The Desktop Design Font Software may be used on computers running a font management application, Fontoscope™, provided by Paratype.
- 1.3.4. The Desktop Design Font Software may not be modified, saved, or copied.
- 1.3.5. Your Digital Text Content may be demonstrated to and reviewed by a limited number of individuals who are directly involved into your Digital Text Content design process.

1.3.6. Printing, publishing, or any other use of your Digital Text Content outside of the design process requires additional licenses granting distribution rights (Desktop, Web, App, or ePub licenses).

1.4. Web Design license:

1.4.1. The Font Software licensed under the Web Design license ("Web Design Font Software") may be used to create and edit Web Text Content by the Licensed Users.

1.4.2. The total number of the Licensed Users may not exceed the number specified in the applicable license purchase documents.

1.4.3. The Web Design Software may be used to dynamically replace fonts in webpages in a compatible Web browser, such as Google Chrome or Microsoft Edge, with an add-on browser extension, Fontoscope™, provided by Paratype.

1.4.4. The Web Design Font Software may not be modified, saved, or copied.

1.4.5. Your Web Text Content and renderings of your Web Text Content may be demonstrated to and reviewed by a limited number of individuals who are directly involved into your Web Text Content design process.

1.4.6. Printing, publishing, or any other use of your Web Text Content outside of the design process requires additional licenses granting distribution rights (Desktop, Web, App, or ePub licenses).

1.5. App license:

1.5.1. The Font Software licensed under the App license ("App Font Software") may be packaged with your software applications that are installed and executed locally on computers.

1.5.2. The App Font Software may be used only for the purpose of rendering user interface text of your applications. The App Font Software may not be used to create or edit Digital Text Content by users of your applications.

1.5.3. The App Font Software may be used only by your applications and may not be discovered, enumerated, and used by other applications or system components.

1.5.4. The total number of application titles that use the App Font Software may not exceed the number specified in the applicable license purchase documents.

1.5.5. An application for a particular platform, such as Android or iOS, shall be counted as a separate title.

1.5.6. An application upgrade adding new features shall be counted as a separate title.

1.6. ePub (also "Electronic Publication") license:

1.6.1. The Font Software licensed under the ePub license ("ePub Font Software") may be used to publish your Commercial Content.

1.6.2. The total number of publication titles that use the ePub Font Software may not exceed the number specified in the applicable license purchase documents.

2. Custom licenses can be negotiated directly with Paratype to use fonts in software apps or services for the purpose of creating content by end users, in system software of electronic devices, and in other cases not covered in this Agreement.

3. Restrictions and constraints. You may not:

3.1. Rent, lease, sublicense, give, lend, share, or further distribute any portion of the Font Software except as expressly provided in this Agreement.

3.2. Copy, change, adapt, translate, convert, or modify any portion of the Font Software, or create derivative works based upon the Font Software.

4. Intellectual and industrial property rights:

4.1. You agree that the Font Software is protected by the copyright law and other intellectual and industrial property rights of the United States and its various States, by the copyright laws, design laws, and other intellectual and industrial property rights of other nations, and by international treaties.

4.2. Foundry and its successors, licensors and assigns, expressly retain all right, title and interest in and to the Font Software, its structure, organization, code, related files, and the design of the font therein, including all intellectual and industrial property rights therein such as copyright, design and trademarks rights.

4.3. You agree that the Font Software is the exclusive and valuable property of Foundry and/or its licensors and that any intentional, negligent, or otherwise unauthorized use of the Font Software not expressly permitted by the Agreement constitutes an infringement of intellectual and industrial property rights, and is likely to cause significant monetary harm.

4.4. You agree to preserve and not to remove or alter all patent, copyright, and trademark notices contained in the licensed Font Software. Trademarks may be used only to identify output produced by the Font Software.

4.5. All rights in and to the Font Software, including unpublished rights, are reserved under the copyright laws of the United States and other jurisdictions.

5. Warranty and support:

5.1. Paratype warrants to you that the Font Software will perform substantially in accordance with the intended uses licensed under this Agreement for thirty (30) days following the delivery of the Font Software ("Warranty Period"). This limited warranty is void if the performance issue resulted from accident, abuse, negligence, or misapplication. If the Font Software does not perform substantially in accordance with the intended uses licensed under this Agreement, you must notify Paratype of your warranty claim in writing within the Warranty Period. Your entire,

exclusive, and cumulative liability and remedy shall be limited to either the refund of the license fee you paid for the Font Software or the replacement of the Font Software, at Paratype's discretion.

5.2. PARATYPE DOES NOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING THE FONT SOFTWARE. THE FOREGOING STATES THE SOLE AND EXCLUSIVE REMEDIES FOR PARATYPE'S BREACH OF WARRANTY. EXCEPT FOR THE FOREGOING LIMITED WARRANTY, PARATYPE MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE.

5.3. IN NO EVENT WILL PARATYPE BE LIABLE TO YOU OR ANYONE ELSE FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, EVEN IF PARATYPE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM AGAINST YOU BY ANY THIRD-PARTY SEEKING SUCH DAMAGES EVEN IF PARATYPE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5.4. Because some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you. ANY IMPLIED WARRANTY OR OTHER RIGHT CREATED BY LAW IS ONLY EFFECTIVE FOR THE THIRTY (30) DAY WARRANTY PERIOD. THERE ARE NO WARRANTIES OR CONDITIONS OF ANY KIND AFTER THE THIRTY (30) DAY WARRANTY PERIOD.

5.5. The Font Software is nonreturnable and nonrefundable. Except for the foregoing limited warranty obligations, Paratype does not have an obligation to provide any maintenance or support services with respect to the Font Software.

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7. Limited distribution. You agree to be responsible for compliance with all laws, foreign and domestic relating to the control of exports or the transfer of technology. You represent and warrant that you are not located in a country that is subject to U.S. government embargo or other economic sanctions ("Restricted Countries"), and that you are not listed on the U.S. Treasury Department's list of Specially Designated Nationals, the U.S. Commerce Department's Table of Denial Orders or any other denied parties, as such lists may be updated from time to time ("Denied Parties"). You further represent and warrant that you will not export or re-export, sell, re-sell, license, distribute, make available, transfer or cause or facilitate the transfer of any of the Font Software, including any component or part directly or indirectly, to Restricted Countries or Denied Parties.

8. Termination. Upon failure by you (or any authorized user) to comply with the terms of this Agreement, Paratype shall be entitled to terminate this Agreement. Notwithstanding any termination of this Agreement, Paratype expressly reserves any and all other rights and remedies under equity or law.

9. The Font Software is commercial computer software. If you are an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Font Software, or any related documentation of any kind, including technical data and manuals, is restricted by a license agreement or by the terms of this Agreement in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. The Font Software was developed fully at private expense. All other use is prohibited.

October 1, 2021

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Paratype and Foundry can be reached at the following email address: fonts@paratype.com