

## Emtype End User License Agreement for Desktop (EULA) v 2.1

This End User License Agreement (EULA) constitutes a legal agreement between Emtype Foundry and the licensee of the fonts (hereinafter the "licensee"), consisting of the General Conditions of License applicable to all the types of license and the Special Conditions of License applicable to the license chosen by the licensee. Before you can use the fonts, you should carefully read this agreement and accept all the conditions set out below. When you purchase the license, you agree to become a licensee under this license agreement and acknowledge your obligation to comply with all its conditions. If you do not wish to comply with all the conditions, please click the "CANCEL" button to discontinue the purchase of the fonts.

By clicking the "ACCEPT" button Emtype Foundry grants the licensee a nonexclusive, limited and non-transferable license authorizing them to use the fonts in accordance with the terms of this license agreement.

The Special Conditions for each type of license as selected by the licensee are set out below, to which the General Conditions given at the end of this text will also apply:

### General Conditions of the license:

#### 1. Licence to fonts

- 1.1. These General Conditions apply to all the types of license identified in the Special Conditions of License.
- 1.2. By purchasing the license the licensee only acquires the right to use the fonts under the conditions stipulated in each case.
- 1.3. This right of use is conditional upon acceptance by the licensee of the terms specified in this EULA.
- 1.4. Expressly excluded from this EULA and requiring a specific license is the use of the fonts in:
  - 1.4.1. Television broadcasting, movies and any public or private communication as regulated in Section 20 of Royal Decree 1/1996, of 12 April, enacting the consolidated text of the Intellectual Property Act.
  - 1.4.2. The hardware of original equipment manufacturers (OEM).

#### 2. Right of use

- 2.1. The licensee is authorized to use the fonts according to the services described in the Special Conditions of License. If the licensee wishes to expand or modify such services, they must purchase a new license or amend the existing one.

#### 3. Conditions of use of the fonts

- 3.1. You can only use the fonts for which you have a license for use. Thus if the licensee uses the fonts to create works for a third party, the latter can only use them if they purchase a license for their use.
- 3.2. The licensee is not authorized to include fonts in documents for public distribution or viewing without the prior written consent of Emtype Foundry except as expressly provided in the Special Conditions of License.
- 3.3. The licensee may electronically distribute fonts embedded in documents which are for personal or internal company use, provided that the embedding in the document (a) is done in a static graphic image (e.g. a .gif image) or in an attached document, and (b) it is distributed in a secure format that only allows viewing and printing of the static graphic image or attachment with no possibilities for editing, alteration or modification. Distributions other than for personal or internal use shall be governed by the Special Conditions of License.
- 3.4. Embedding the fonts in commercial products without the prior authorizing and license of Emtype Foundry and in compliance with the Special Conditions of License is strictly forbidden.
- 3.5. The licensee is not authorized to convert, alter or modify some or all of the fonts or to create derivative fonts or typefaces with them.

#### 4. Intellectual property rights

- 4.1. The licensee purchases a nonexclusive, non-transferable license for the fonts listed in their user account or invoice only for their personal or internal company use with the specificities and exceptions provided for in the Special Conditions of License.
- 4.2. The licensee has no rights to the fonts other than those expressly stated in this Agreement and the Special Conditions of License applicable to it and agrees that Emtype Foundry is the owner of all rights to the fonts and, where applicable, to the software that enables them, including to programming, structure and coding.
- 4.3. The fonts constitute valuable confidential information and are protected by copyright and subject to the laws of the European Union, international treaties and the applicable laws of the country in which they are to be used.
- 4.4. All the elements of the fonts, including where applicable the software that enables them, are owned by Emtype Foundry and hence any use of them when not expressly authorized by this EULA constitutes breach of copyright.
- 4.5. Selling, renting, transferring and/or distributing the fonts purchased to third parties free of charge is prohibited as is sharing and/or copying the fonts.
- 4.6. Modifying the fonts and using the resulting product for commercial purposes is absolutely forbidden.
- 4.7. Sale restrictions: this license specifically excludes the use of the fonts to create products derived from the alphabet, such as house numbers, sets of stamps, adhesive letters, transferable letters or decals, stencil templates or other methods for the manufacture of such products. Any of the uses mentioned in this paragraph shall require a separate license.

#### 5. Limitation of liability

- 5.1. Emtype Foundry warrants that the fonts can be enabled according to the specifications published on its website. If the licensee has a problem with the medium that enables them (app, EPUB, server, website or desktop) they should contact Emtype Foundry, who within at most 90 days will replace the medium which enabled the fonts by another one which is operational.
- 5.2. Purchase of the license to use the fonts does not give the licensee any explicit or implicit warranties, including but not limited to implied warranties of satisfaction or fitness for a particular purpose. The licensee acknowledges they are liable for all damages, costs and expenses they sustain or incur arising from or related to the use of the fonts.
- 5.3. Emtype Foundry disclaims and rejects any liability for any losses, harm, costs or expenses of any kind arising from or related to this EULA, the fonts and, where applicable, their download, installation and use, and expressly disclaims any liability for direct or indirect damages of any kind and due to any reason.

### Special Conditions of license: EULA for Desktop

1. Transfer of license by this EULA the licensee is granted a non-exclusive, limited and non-transferable license, subject to the terms and conditions of this

Agreement, so that they may install and use the software on the number of computers which are identified in their licensee account or purchase invoice as long as these computers are physically located on the same business premises. If the licensee wishes to increase the number of computers or the location, they must acquire more licenses.

## 2. Use restrictions

2.1. The computers may be connected to as many output devices as needed (printers, imagesetters etc.)

2.2. The licensee may under their own responsibility provide a copy of the software to a service company (pre-printing, printing) for the sole purpose of printing files in which the software has been used. The service company is not authorized to use the font software in any other circumstances. The licensee shall inform the service company about the content of this license agreement. Ultimately the licensee shall be liable for any breach of this agreement by their provider (the service company).

2.3. The licensee may not copy or transfer the software to other media storage devices that are not expressly authorized as specified in paragraph 'a' above.

2.4. Additionally, the fonts license allows font embedding in PDF files that are not editable (only printable in high resolution) and use on websites as an image (gif, jpg, etc).

3. The fonts may not be made available to the public or altered in order to add features that they did not originally have and they may not be rented, leased, sub-licensed or copied. However, a backup of the software that enables them may be made and must be destroyed at the end of this Agreement.

## Definitions

Software or font software means all content downloaded from this website which when installed on the appropriate generates a particular font.

Use or utilization of the software means when the user is able to give commands (via the keyboard or another device) that are followed by the software.

The fonts or typefaces are the numbers, letters and symbols which the various media identified in the Special Conditions (app, EPUB, server, website and desktop) support.

Personal or internal company use documents are those created and used for personal use or for the internal purposes of the company. This does not include the use of the fonts by persons other than household members, company employees or authorized personnel. If any of such persons uses the fonts, the licensee shall be required to inform them of this EULA.

Commercial product means any electronic document or data file created using the fonts and distributed to the general public and for which the licensee receives consideration in return. By way of example and not limitation, any distributed e-book, magazine or newspaper is a commercial product.

Multipurpose licenses can be purchased for more than six CPUs.