

Font Software End User License Agreement (EULA)

Company License

This End User License Agreement (EULA) between the Buyer and Swiss Typefaces Sàrl ("Swiss Typefaces") governs the use of the Font Software and the Typeface. By purchasing, downloading, installing or using the Font Software, you acknowledge that you have read, understood and agreed to be bound by the terms and conditions of this EULA.

A. DEFINITIONS

A.1 TYPEFACE FONT SOFTWARE ORDER

For the purposes of this EULA, "Typeface" shall mean the typographic characters, "Font Software" shall mean the software as specified in the Order which, when used with the appropriate hardware and software, allows for the display of the Typeface, and "Order" shall mean the order placed with Swiss Typefaces when acquiring the license to use the Typeface and Font Software.

A.2 BUYER LICENSEE

For the purposes of this EULA, "Buyer" shall mean the legal entity placing the Order with Swiss Typefaces, and "Licensee" shall mean (i) the Buyer, if the license is purchased for the Buyer's own benefit (which will be assumed unless explicitly stated otherwise in the Order), and (ii) the respective third-party legal entity, if the Buyer procures the license for the benefit of a third-party legal entity (e.g., an agency procuring the license for the benefit of a third-party client; specific rules apply, see E.3). If the Buyer is procuring the license for the benefit of a third-party legal entity, the Buyer must name the third party as the Licensee when placing the Order and provide accurate and complete Licensee information; otherwise, the Buyer will be considered the Licensee. In case of doubt, the Buyer shall contact Swiss Typefaces before placing the Order.

A.3 COMPANY

This EULA "Company" applies only if the Licensee is a legal entity. By selecting the license option "Company" when placing the Order, the Buyer confirms that the Licensee is a legal entity. If the Licensee is a natural person (individual), the Buyer must select the license option "Personal", and the terms of the EULA "Personal" will apply. If there is any uncertainty, the Buyer shall contact Swiss Typefaces before placing the Order.

B. SCOPE OF THE LICENSE

B.1 Subject to the full payment of the fees and to the compliance with the terms and conditions of this EULA, Swiss Typefaces grants the Licensee a non-exclusive license to use the Font Software and Typeface as specified in this EULA.

B.2 The license permits the use of the Font Software and Typeface by one single legal entity. Use of the Font Software and Typeface by another, even affiliated legal entity requires a separate license (exceptions apply, see E.2 and E.3). The license is valid for as long as the Licensee has less or up to the total of employees ("Employees") specified in the Order. As soon as this amount is exceeded, the Licensee (the Buyer in case of E.3) must contact Swiss Typefaces and upgrade the licensing plan within 30 (thirty) days.

B.3 The use of the Font Software and Typeface is subject to the upfront payment of the fees as specified in the Order. If the payment is canceled or not fully received by Swiss Typefaces, Swiss Typefaces has the right to terminate this EULA. The fees are non-refundable. In particular, no refund of the fees will occur if the number of Employees as specified in the Order is eventually reduced or if the Licensee decides to discontinue, in whole or in part, the use of the Font Software or Typeface.

- B.4 Swiss Typefaces provides the Font Software in the standard OpenType/CFF (.otf), OpenType/TTF (.ttf) and WOFF2 (.woff2) formats.

C. PERMITTED USE

C.1 INSTALLATION ON WORKSTATIONS AND UPLOAD ON SERVERS, CMS, DAAS, SAAS

Solely for the purposes of using the Font Software in accordance with C.2 to C.4, the Licensee has the right to:

- install and use the Font Software on an unlimited number of workstations and output devices, provided that these are used and operated by the Licensee's Employees only (exceptions apply, see E.2);
- install or upload the Font Software on a file server to be used on a Local Area Network (LAN), on an online server (Internet), in Content Management Systems (CMS), or in Desktop-as-a-Service (DaaS) environments, provided that the access to and use of the Font Software is secured and limited to the Licensee's Employees (exceptions apply, see E.2); and
- upload the Font Software on an online collaborative tool to be used by a team of people or a Software-as-a-Service (SaaS) platform, provided that the access to and use of the Font Software is secured and limited to the Licensee's Employees (exceptions apply, see E.2).

C.2 ASSETS NOT REQUIRING THE EMBEDDING OF THE FONT SOFTWARE (PRINTS, BOOKS, PHYSICAL PRODUCTS, SOCIAL MEDIA, VIDEOS)

The Licensee has the right to use the Font Software to create an unlimited number of physical and digital assets for the Licensee's business, or for another natural person or legal entity covered by a valid license to use the Font Software and Typeface, which are not embedding the Font Software. This includes the right to print these assets (e.g., printed text media such as books, periodicals, brochures, correspondence), including on physical products (e.g., packaging, clothing, merchandise), publish them online (e.g., social media posts), and use them in videos. Specific rules apply for logos (see C.4).

C.3 ASSETS REQUIRING THE EMBEDDING OF THE FONT SOFTWARE (WEBSITES, APPS, ELECTRONIC PUBLICATIONS, VIDEO GAMES)

The Licensee has the right to embed the Font Software for the purpose of displaying text and characters in an unlimited number of tools or assets used and owned or controlled by the Licensee or by another natural person or legal entity covered by a valid license to use the Font Software and Typeface (e.g., websites, apps, electronic publications, documents, presentations, slideshows, video games), under the following conditions:

- The Font Software and Typeface are embedded in a secure mode, allowing text to be viewed and printed. The Licensee may permit third parties to use the Font Software and Typeface within a tool or asset solely as part of the user interface (e.g., typing text in a search bar of a website or creating a player name in a video game). Third parties must not be able to otherwise use the Font Software or Typeface nor any assets generated or edited using the Font Software or Typeface. In case of doubt, contact Swiss Typefaces.
- In case of a website, the owner of the domain and the company represented by the website have a valid license to use the Font Software and Typeface.
- The Font Software may be converted to obtain webfonts in formats not provided by Swiss Typefaces (see B.4) and subsetted to obtain specific reduced character sets. If the Font Software is converted or subsetted, all warranties will be excluded (see G.5).

C.4 USAGE IN LOGOS

The Licensee has the right to use the Font Software to create a logo (including a trademark or slogan) for the Licensee's business or for another natural person or legal entity covered by a valid license to use the Font Software and Typeface, under the following conditions:

- A valid license must be in place for the entire period of the use of the logo.
- Design modifications for a logo are only allowed when the Typeface is vectorized and/or converted to outline and must be executed by the Licensee's Employees or a third party covered by a valid license (for third-party contractors, see E.2).
- The Licensee is not allowed to generate a custom Font Software based on the retail Font Software or Typeface, and only the vectorized characters can be modified and used in the logos. If interested in a custom Font Software, contact Swiss Typefaces.
- The intellectual property rights in the Font Software and the Typeface remain the sole and exclusive property of Swiss Typefaces.

D. RESTRICTED USE

- D.1 Any use of the Font Software or Typeface not expressly permitted by this EULA is strictly forbidden. In particular:
- The Font Software and Typeface shall not be sublicensed, sold, lent, leased, or otherwise transferred.
 - The Font Software shall not be provided to or used or distributed in any way that allows access by third parties (exceptions apply, see E.2 and E.3).
 - The Font Software shall not be converted, modified, subsetted or renamed (exceptions apply for conversion and subsetting, see C.3).
 - The Font Software shall not be reverse engineered, decompiled, or disassembled (except where authorized by applicable law).
 - The Font Software and Typeface shall not be modified or altered for any purpose. In particular, they shall not be used to create a derivative or modified product or design, including creating characters for alphabets, styles and languages not covered by the Font Software or creating a custom version of the Typeface or Font Software, even if vectorized or converted to outlines (exceptions apply for logos, see C.4). If interested in a custom Font Software or Typeface, contact Swiss Typefaces.
 - The Font Software shall not be offered as part of, any graphic, web design, video or text editing tool or service, office and design software and services, themes and templates, or font libraries.
- D.2 In case of doubt about whether a particular use of the Typeface or Font Software is permitted, the Licensee (the Buyer in case of E.3) shall contact Swiss Typefaces.

E. USE BY THIRD PARTIES

E.1 PRINCIPLE

The Licensee (and the Buyer in case of E.3) is not allowed to provide the Font Software to any third party (including affiliates, subsidiaries, franchisees, service or production companies, design agencies, freelancers, etc.) or permit any such third party the use of the Font Software or Typeface. Any such third party is required to purchase its own, separate license. The only exceptions are set out in E.2 and E.3. If interested in licensing for the benefit of a group of companies, contact Swiss Typefaces for a personalized offer.

E.2 SERVICE PROVIDERS (CONTRACTORS, PRE-PRESS FACILITIES AND CODING)

Contractors

The Licensee (and/or the Buyer in case of E.3) may, for a limited period of time, provide a copy of the Font Software to third-party service providers contracted to carry out work for the Licensee (each a “Contractor”), provided that the conditions below (General Requirements) are met, the work carried out by the Contractor is permitted according to C.2 to C.4, and the option to share the Font Software (the “Sharing Extension”) has been purchased when placing the Order.

Pre-press facilities and coding

The Licensee (and/or the Buyer in case of E.3) may, for a limited period of time, provide a copy of the Font Software to third-party operators contracted to prepare for printing and printing documents, or to code a website or an app for the Licensee (each an “Operator”), provided that the conditions below (General Requirements) are met and that any editorial or design work by the Operator requires a separate license by the Operator, unless the Sharing Extension has been purchased when placing the Order.

General Requirements

In addition to the conditions set out above, any permitted provision and use of the Font Software and Typeface to/by a third-party service provider is subject to the following conditions:

- The service provider has been contracted to provide the services set out above.
- The service provider uses the Font Software and Typeface exclusively for the contracted services and deletes the Font Software upon completion of the services.
- The service provider is not affiliated with or a subsidiary or franchisee of the Licensee. Any affiliate, subsidiary and franchisee is required to purchase its own, separate license (see E.1).

- The Licensee (and/or the Buyer in case of E.3) provides the third party with a full copy of this EULA before providing the Font Software.
- The service provider complies with the terms and conditions of this EULA. The Licensee (the Buyer in case of E.3) is fully responsible for the acts and omissions of the service provider, and any such act or omission that would constitute a breach of this EULA if done by the Licensee will be considered a breach by the Licensee (the Buyer in case of E.3).
- The Licensee (the Buyer in case of E.3) is and remains Swiss Typefaces' point of contact for any questions and support.

Purchase of Sharing Extension

If third-party services require a Sharing Extension, but the Sharing Extension has not been purchased when placing the Order, the Licensee (the Buyer in case of E.3) shall contact Swiss Typefaces.

E.3 LICENSING FOR THE BENEFIT OF A THIRD-PARTY CLIENT

If the Buyer sources and procures the license for the benefit of a third-party client, the client will be considered the Licensee for the purposes of this EULA (see A.2). The Buyer may provide the Font Software to the Licensee, subject to the following conditions:

- The contractual relationship is formed between Swiss Typefaces and the Buyer, and not between Swiss Typefaces and the Licensee. The Licensee shall not have any direct claims against Swiss Typefaces based on this EULA (exceptions apply, see H.1).
- The Buyer communicates to Swiss Typefaces the comprehensive Licensee information, including number of Employees of the Licensee, when placing the Order.
- The Buyer provides the Licensee with a full copy of this EULA before providing the Font Software.
- The Buyer's right to use of the Font Software is restricted. The Buyer may only use the Font Software in a manner permitted to a third-party service provider pursuant to E.2. Use of the Font Software or Typeface for any other purposes or for any other client requires a separate license.
- The Licensee is entitled to use the Font Software and Typeface in accordance with and complies with the terms and conditions of this EULA. The Buyer is fully responsible for the acts and omissions of the Licensee, and any such act or omission that constitutes a breach of this EULA will be considered a breach by the Buyer.
- The Buyer is and remains Swiss Typefaces' point of contact for any questions and support.

F. INTELLECTUAL PROPERTY RIGHTS

- F.1 All rights in and to the Font Software and the Typeface, in particular all intellectual property rights such as copyrights, belong to Swiss Typefaces. The Font Software's structure, organization, and code are valuable trade secrets of Swiss Typefaces.
- F.2 No transfer of ownership of any intellectual property rights will occur under this EULA.
- F.3 Except for the rights to use the Font Software and Typeface as granted by this EULA, all other rights are owned and retained by Swiss Typefaces. Swiss Typefaces has the right to disclose that it is the designer of the Typeface used by the Licensee, and to showcase its usage, including naming the Licensee (and/or the Buyer in case of E.3) as well as assisting third parties such as creative agencies or design studios.

G. LIMITED WARRANTY AND LIABILITY

- G.1 The Font Software is tested, valid, and produced with the highest standards of performance and usability by professional font engineering experts.
- G.2 For a period of 90 (ninety) days after the Order is placed, Swiss Typefaces represents and warrants that the Font Software provided essentially complies with the specifications described on Swiss Typefaces' website at the date of the Order. The sole remedy in case of a defective Font Software is, at Swiss Typefaces' choice, the repair or replacement of the Font Software or refund of the license fee. To be entitled to any remedy, the Licensee (the Buyer in case of E.3) must inform Swiss Typefaces of the defect immediately upon its discovery.

- G.3 Swiss Typefaces represents and warrants that it has all rights necessary to grant the licenses as provided in this EULA, the Font Software does not infringe or misappropriate the intellectual property rights of any third party, and that it has made commercially reasonable efforts to ensure that the Font Software is free from viruses or other malicious code.
- G.4 All other representations and warranties, express or implied, are excluded and disclaimed, including without limitation for fitness for any particular purpose, merchantability, the performance and result that may be obtained by using the Font Software, compatibility with other software, or for using the Font Software with third-party font hosting services or font management applications.
- G.5 If the Font Software is converted, manipulated, subsetted or modified, or used in breach of this EULA, any warranty, remedy, and indemnification is excluded.

H. INDEMNIFICATION AND LIABILITY

- H.1 In case of a breach of the representations and warranties set forth in G.3, Swiss Typefaces will defend the Licensee (and the Buyer in case of E.3) (including its/their managers, directors, employees and agents) against any third-party claims and hold the Licensee (and the Buyer in case of E.3) free from any direct damages, claims or indemnity and costs (including reasonable attorney's fees and judicial costs), incurred in this context and be held solely liable for any such direct damages, claims or indemnity and costs.
- H.2 In case of a breach of the obligations arising from this EULA, the Licensee (the Buyer in case of E.3) will defend the Swiss Typefaces (including its managers, directors, employees and agents) against any third-party claims and hold Swiss Typefaces free from any damages, claims or indemnity and costs (including reasonable attorney's fees and judicial costs), whether direct or indirect, incurred in this context and be held solely liable for any such damages, claims or indemnity and costs.
- H.3 Any liability of Swiss Typefaces is excluded to the maximum extent permitted by law. In particular, save in case of willful intent or gross negligence, Swiss Typefaces will not be liable for any direct, indirect, incidental, punitive, or special damages, including any lost profit, lost data, or lost savings.
- H.4 If the Font Software or Typeface is used without a valid or adequate license or in a manner not permitted by this EULA (see, in particular, D), the Licensee (the Buyer in case of E.3) shall pay Swiss Typefaces a retroactive license fee for the illegitimate use. Such retroactive license fee shall be calculated in accordance with the then-current licensing and service fees of Swiss Typefaces, plus a surcharge of 100% of the overall license and service fee due to Swiss Typefaces, plus a reimbursement for Swiss Typefaces' expenditure, time and effort as well as legal expenses. The assertion of further claims, including damage claims and specific performance claims, remains reserved. The reversal of the burden of proof according to art. 161 para. 2 CO shall not apply.

I. TERMINATION

- I.1 This EULA is entered into for an indefinite period of time.
- I.2 Swiss Typefaces is entitled to terminate this EULA with immediate effect (i) if the Licensee (and/or the Buyer in case of E.3) is in breach of the terms of this EULA, or if such breach is attributable to the Licensee (and/or the Buyer in case of E.3) according to E, and such breach has not been cured, including payment of any license and service fees due according to H.4, within 30 calendar days of notice by Swiss Typefaces to the Licensee (the Buyer in case of E.3), or (ii) in case of bankruptcy or similar proceedings against the Licensee.
- I.3 Immediately upon termination, the Font Software must be deleted and all further use of the Font Software and the Typeface must be ceased, and the Licensee (the Buyer in case of E.3) will cause all third parties to which the Font Software has been provided to do the same. Swiss Typefaces may ask the Licensee (the Buyer in case of E.3) to certify in writing that all parties with access to the Font Software have complied with this obligation. Termination of this EULA will not entitle to a refund of any payments made to Swiss Typefaces.

J. FINAL PROVISIONS

- J.1 If any provision of this EULA is held invalid or inapplicable for any reason, it will not affect the other provisions of this EULA, which shall remain valid according to its terms. Any provision held invalid or inapplicable shall be replaced by a valid provision coming closest to the commercial purpose of the replaced provision.
- J.2 No amendment or modification of this EULA shall be valid unless in writing and signed by both parties.
- J.3 No delay or omission in exercising any right hereunder shall operate as a waiver of such right or any other right. A waiver on any one occasion shall not be construed as a waiver of any right or remedy on any future occasion.
- J.4 Without prior consent of Swiss Typefaces, the Licensee (the Buyer in case of E.3) does not have the right to, in whole or in part, assign, transfer, or otherwise dispose of this EULA or any right, claim or obligation under it.
- J.5 This EULA shall be governed by and construed in accordance with the substantive laws of Switzerland, to the exclusion of the CISG.
- J.6 Any dispute arising out of or in connection with this EULA shall be submitted to the exclusive jurisdiction of the courts of Vevey, Switzerland. These courts shall also have jurisdiction over non-contractual claims of a party in connection with this agreement. However, a party may also bring such non-contractual claims before any other court having jurisdiction over those claims.