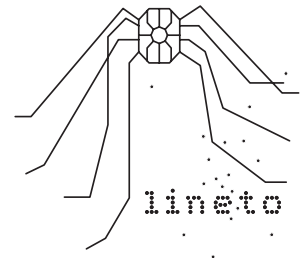


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# LINETO TYPE FOUNDRY

## END USER LICENSE AGREEMENT FOR FONT SOFTWARE

### PREAMBLE

This license agreement for Font Software becomes a legally binding contract between the Licensee and Lineto GmbH when the Licensee agrees to the Terms of Condition in an electronic delivery method or purchases the Font Software on a storage medium and opens the packaging containing the typefaces.

If the Licensee refuses to accept a contractual obligation through this license agreement, they are not permitted to download, access, and/or use the Font Software. The Licensee is required to thoroughly and carefully read through the complete license agreement before agreeing to the conditions specified here.

The general Lineto *END USER LICENSE AGREEMENT (EULA)* is a standard document which forms the basis of all licensing agreements.

The *SPECIFIC USER LICENSE (SUL)* document overrides the general Lineto *EULA* in certain points, e.g. user parameters or usage details specific to the end user. The two documents combined form the agreement as a whole.

### ARTICLE 1 – LICENSE AND USAGE RIGHTS

#### 1.1

The typeface and/or the software underlying this contractual agreement are the intellectual property of Lineto GmbH. In the interest of improved articulation, the term "Font Software" is used for "The Typeface", "The Software", or any combination thereof.

The term "Font Software" includes any and all updates, upgrades, expansions, modified versions and working copies of the Font Software to which the LICENSEE, i.e. a natural person or legal person, has accordingly been granted a license. The Font Software remains and shall remain, now and in the future, the property of Lineto GmbH.

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#### 1.2

Upon full payment of the agreed-upon usage fee, Lineto GmbH grants the Licensee the non-exclusive, non-transferable, non-sublicensable right and license, subject to the terms and conditions of this EULA and the SUL.

The Standard Desktop/Print License consists of the right to store the Font Software on a maximum of 5 (five) computers (workstations) and use by a maximum of 5 (five) users, at 1 (one) single geographical location stipulated by the Licensee, within 1 (one) single company, business entity or institution only.

License extensions are needed for a variety of additional uses, e.g. for use by more than a maximum of 5 (five) users within a company/business entity/institution; for use at more than 1 (one) business location within 1 (one) company/business entity/institution; for online publication of pdf files with embedded fonts; for use on websites; for use in apps, ePubs and eBooks; for use for TV, streaming and film; for use in social media and streaming video; for use in online banner ads, web ads, video ads and digital point of sale; for use

on commercial merchandise; for use in logos and wordmarks; for embedding in hardware and/or software; for use on servers, etc. (see paragraphs 1.3 to 1.14). In the event that any such extensions to the aforementioned Standard Desktop/Print License become necessary, the Licensee is obliged to purchase adequate license extension from Lineto.

Any applications not expressed in the EULA or SUL, or any applications in future technologies yet to be invented, may be subject to additional licensing. This also applies for holders of font licenses predating such requirement, who wish to use fonts for such purposes.

The Licensee may install the Font Software on a single file server for use on a single local area network (LAN) only when the use of such Font Software is limited to the workstations and printers that are part of the licensed unit of which the server is part.

For the purpose of determining the proper number of workstations for which a license is needed, the following example is supplied for illustration purposes only:

*"If there are 100 workstations connected to the server, with no more than 15 workstations either using this Font Software currently, but the Font Software will be used on 25 different workstations at various points in time, a site license must be obtained creating a licensed unit for 25 workstations."*

The Font Software may not be installed or used on a server that can be accessed via the internet or other external network system (a system other than LAN) by workstations, which are not part of a licensed unit. Fonts used with a server based application require a License Extension for Servers.

If the Font Software is intended to be used for commercial purposes, each individual license permits one additional usage (installation) on a personal/private desktop computer or portable device.

For the exclusive purpose of data backup, additional backup copies of the Font Software can be made.

#### 1.3

Lineto GmbH provides licensing for its Font Software only to the end user directly. Any end user of the Font Software needs to arrange a Specific User License which defines the valid and agreed usage parameters for the Font Software.

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#### 1.4

For the exclusive purpose of outputting certain files, the Licensee is permitted to transfer a copy of the Font Software which is used for creating the pertinent file to a commercial printer or another service company. In the event of active use of the Font Software (i.e. for text modifications, corrections, etc.), the service company is required to acquire its own license.

The Licensee is obliged to inform any such commercial printer/press/service company about the content of this License Agreement.

#### 1.5

**CIRCULATION/PUBLICATION OF PDF FILES:** The Licensee may electronically distribute Font Software embedded in a "Personal or Internal Business Use" document only when the Font Software embedded in such document is in a static graphic image (e.g., a ".gif" or ".png" image, etc.) or an embedded electronic document (e.g., a "PDF" file, or an "Adobe Flash™" file, etc.), and is distributed in a secure format that permits only the viewing and printing (and not the editing, altering, enhancing, modifying, or extracting) of such static graphic image or embedded document (\*READ-ONLY\*).

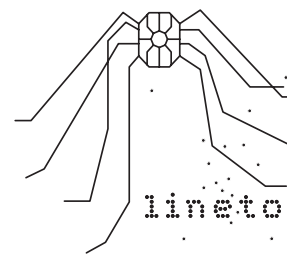
Publication of electronic documents with embedded fonts for external business use (e.g. downloadable PDF) requires a licensing extension.

#### 1.6

If the Licensee intends to edit or modify a document containing the embedded Font Software, a request must be made to Lineto GmbH. Lineto GmbH will then arrange a License Extension for Font Embedding, which is subject to an additional fee.



If you have any questions concerning this license agreement, please contact us without any hesitation through our website or by email. We are happy to assist you with any queries you may have.



#### 1.7

**USE ON WEBSITES:** Lineto GmbH provides purpose-made webfont packages for dynamic online rendering on websites. The use of Lineto web-fonts on websites requires a license which is granted for a specific domain (URL). The license relates to the website's viewer analytics and is calculated according to the average monthly page view figures. A web license includes an additional temporary domain for development purposes.

The Licensee is allowed to self-host the provided web fonts on all registered domains and their subdomains, and include them via the @font-face feature. The CSS-file which refers to the web fonts must quote Lineto's disclaimer in unchanged wording.

Lineto GmbH does not collaborate with any cloud-based hosting services and does not permit the hosting of its fonts through any such services. Lineto web fonts are provided for the purpose of self-hosting only.

#### 1.8

**USE IN APPS, EPUBS AND EBOOKS:** For publishing/embedding of font software in apps for mobile devices, in eBooks or in eBooks, a licensing extension to the desktop license is required. Such licensing is granted for a year-long temporary use, at an annual fee. The license is two-fold:

- Perpetual desktop/print licensing for designing and for generating the app/ePub/eBook.
- Annually renewable licensing for publishing the app.

#### 1.9

**USE FOR TELEVISION, ONLINE TV & FILM:** For use on television, for online TV services, and for use in film & cinema an additional licensing extension to the desktop license is required. Such a licensing extension covers use in specific media, within defined territories.

#### 1.10

**USE IN SOCIAL MEDIA & STREAMING VIDEO:** For use in social media and for streaming video on websites and social media networks, a licensing extension to the desktop license is required.

#### 1.11

**USE IN ONLINE BANNER ADS, WEB ADS, VIDEO ADS AND DIGITAL POINT OF SALE:** The use in online banner ads, web ads, video ads, and digital point of sale devices is subject to an additional license. Either as an extension to the desktop license, or in the case of HTML5 ads, an additional web font license. The web fonts used for HTML ads must be stored together with all other ad content (e.g. static images) on the same ad server location.

#### 1.12

**USE ON COMMERCIAL MERCHANDISE:** The use on commercial merchandise (such as sports club shirts, concert tour shirts, souvenirs, etc.) is subject to an additional license to the desktop license. Such license can be granted for the use of fonts on an agreed number of items, or as an arrangement to permit the use of fonts during a specified limited period of time.

#### 1.13

**USE IN LOGOS, WORDMARKS, TRADEMARKS, BRANDS, BRAND CLAIMS AND BRAND SLOGANS:** Use of Lineto Font Software, in whole, in parts, or by way of modification using editing software capable of such modification, for the purpose of creating a static or animated logo device or brand mark for branding purposes of a company, product, service, individual, recording artist or band, institution, association, sports club, event, political party, etc. is subject to an additional licensing fee for the public exploitation of such a brand mark. The public use of any such brand mark requires clearance with Lineto GmbH prior to its dissemination.

#### 1.14

**USE IN POLITICAL CAMPAIGNS:** Use in political campaigns, for political messages (slogans, logos, claims, etc.) or any public use by political parties, political organisations, lobbying institutions, think tanks, action committees, etc. is subject to a prior request to and to agreement by Lineto GmbH.

The absence of any reply is equivalent to a refusal of the request. Under no circumstances is Lineto GmbH bound to give reasons for its refusal. Non-compliance is treated as Serious Breach (see 4.1. of this EULA).

#### 1.15

**EMBEDDING IN HARDWARE (OEM), EMBEDDING IN SOFTWARE (ISV)**

Embedding of Lineto Font Software into a hardware product (controlling devices, displays, dashboards, etc.) or embedding of Lineto Font Software into an installable/downloadable software product requires a license.

#### 1.16

**MISUSE/UNLAWFUL USE:** Use of Font Software ("fonts") owned and/or distributed by Lineto GmbH without valid and/or adequate licensing constitutes an infringement and is illegal. Lineto GmbH reserves the right to take legal action against any infringer, including anyone actively disseminating the Font Software. Legal action may include action for damages, action for an injunction and criminal proceedings.

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In addition, use of fonts without any valid and/or adequate licensing constitutes an obligation of every infringer (including agencies, companies or individuals acting as procurer) to pay to Lineto GmbH a retroactive license adequate for the documented illegitimate use. Such retroactive licensing is calculated according to the valid licensing tariff of Lineto GmbH, with an additional surcharge of *\*AT LEAST 200%\** of the actual license fee.

Depending on the nature of an offence, the details and graveness of a violation, and the degree of cooperation in clearing the situation with Lineto, Lineto GmbH may add further charges for expenditure, time and effort as well as for legal expenses, and to recover damages.

The handling of any individual cases may be arranged at Lineto's discretion without prejudice.

## ARTICLE 2 – EXCLUSION OF OTHER USAGE

#### 2.1

Subject to the provisions in subsection 1.4 of this agreement, selling, lending or otherwise transferring the Font Software to a third party or parties is strictly prohibited. In addition, transferring the Font Software as a component or sub-component of other products, e.g., electronic documents or sub-licenses, to a third party or parties is also strictly prohibited.

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#### 2.4

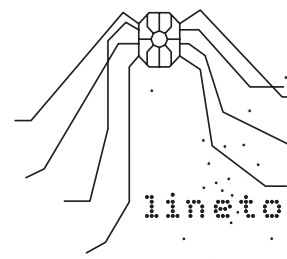
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Specifically, it is prohibited to change or modify the Font/Trademark names used as identifying tags in the Font Software in any form or manner. If such changes or modifications become necessary, prior written consent has to be obtained from Lineto GmbH.



If you have any questions concerning this license agreement, please contact us without any hesitation through our website or by email. We are happy to assist you with any queries you may have.



### ARTICLE 3 – WARRANTY AND LIABILITY

#### 3.1

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The Licensee is also aware that software is never completely error-free and that the Font Software may therefore contain errors which can affect functionality and operation.

#### 3.2

Lineto GmbH only represents and warrants that (a) the Font Software, or its permitted use, does not and will not give rise to or result in any infringement or misappropriation of any patent, copyright, trade secret, or any violation of any other intellectual property right of any third party, and (b) Lineto has the right to license the Font Software to licensee under the terms of this EULA and the Licensee's SUL.

The Licensee undertakes to notify in writing Lineto GmbH without undue delay, if third parties allege infringement of their intellectual property rights on the Font Software delivered by Lineto GmbH.

#### 3.3

Lineto GmbH is to the legally allowed extent not liable for direct damages incurred by the Licensee, regardless the cause in law, including pre-contractual and tort claims. Except for damages arising out of gross negligence or intentional misconduct, Lineto GmbH is not liable for any indirect, incidental, consequential and special damages, including without limitations any lost profits, lost data, lost business opportunities, lost savings, or damage to programs or data media incurred by the Licensee, even if Lineto GmbH has been advised of the possibility of such damages. Neither is Lineto GmbH liable for any claim against the Licensee by any third party seeking such damages. In all cases in which the liability for legal reasons cannot be excluded, any liability of Lineto GmbH is limited in maximum amount to the license fee paid by the Licensee. The aforementioned limitations on liability also apply to the benefit of employees of Lineto GmbH. Any liability of Lineto GmbH for auxiliary persons is excluded.

### ARTICLE 4 – TERMINATION OF LICENSING AGREEMENT

#### 4.1

**TERMINATION IN CASE OF SERIOUS BREACH:** If the Licensee or one of the Licensee's employees seriously breaches the terms of this agreement, Lineto GmbH has the right to terminate the agreement. In such case, the license and right of use is terminated with immediate effect. 'Serious breach' means breaches that are of a certain intensity or breaches that are not quickly and easily capable of remedy, e.g. in case of company abuse of IP or systematic overuse beyond agreements, against better knowledge, by neglect, or with intent.

#### 4.2

**TERMINATION IN CASE OF MINOR BREACH:** In such case that a minor breach is capable of remedy, the Licensee has been advised in writing (e.g. email) detailing the specificity of the breach. 'Minor breach' means breaches of low intensity which are the result of innocent mistakes and capable of remedy, e.g. minor uses of fonts beyond the boundaries of the license parameters set out in the SUL. The parties will (1) revise this agreement to include such usage and adjust the usage fee to provide Lineto GmbH a return commensurate with that provided by this agreement, or (2) the Licensee will cease the usage within 10 (ten) days and pay Lineto a reasonable fee for the period of

the usage (article 1.15, paragraph 3 applies). If the minor breach has not been rectified to the complete satisfaction of Lineto GmbH within 10 (ten) days of receipt of such notification, Lineto GmbH has the right to terminate the agreement with immediate effect. In such case, the license and right of use is terminated with immediate effect.

#### 4.3

In any case of termination, the Licensee's usage rights of the Font Software guaranteed under this EULA and/or the SUL shall become immediately null and void and no further use of the Font Software is allowed.

Lineto GmbH will also reserve the right to pursue legal action and seek financial compensation for damages (in case of overuse including but not limited to a retroactive fee calculated according to the valid licensing tariff of Lineto GmbH, with an additional surcharge of \*AT LEAST\* 200%).

### ARTICLE 5 – CONFIDENTIALITY OBLIGATIONS

#### 5.1

The Licensee is obliged to undertake all necessary steps to prevent unauthorized access to the Font Software and to any copies of such.

#### 5.2

The Licensee is obliged to inform employees and representatives, and anyone who is granted access to the Font Software within this licensing agreement, about the content and conditions of the license provisions for the relevant Font Software and put said employees, representatives etc. under the obligation of compliance with those provisions and conditions.

### ARTICLE 6 – FINAL PROVISIONS

#### 6.1

This contract represents an agreement between the parties. Verbal collateral agreements do not exist. Any verbal agreements are only binding for Lineto GmbH if said verbal agreements have been acknowledged and confirmed in writing by Lineto GmbH.

#### 6.2

Changes to this contract require written form. This also applies to changes to this written form clause. The written form is not required to any changes to this EULA initiated by Lineto GmbH. Such unilateral changes of the EULA by Lineto GmbH are permissible at any time, and are made public through publication on the website Lineto.com.

#### 6.3

The invalidity or inoperativeness of one or more provisions of this contract does not affect the validity of the rest of the contract and the remaining other provisions shall thereby remain unaffected. An invalid provision shall be replaced by a provision that is permitted by law and which approaches the invalid provision and economic interests intended by the parties.

#### 6.4

Any and all disputes arising from, or in connection with this contract as well as any dispute over the materialisation of this contract, are exclusively subject to the law of SWITZERLAND without regard to any conflict of legal principles, and excluding in particular the United Nations Convention on Contracts for the International Sale of Goods (Vienna 1980) as well as the United Nations Convention on the Law applicable to International Sales of Goods (Den Haag 1955). The rights and obligations of the parties arising from this contract are based on Swiss law, even in the event that the exertion or breach of contractual rights takes place in a foreign country.

#### 6.5

Exclusive place of jurisdiction is ZÜRICH/SWITZERLAND.

