

Rosetta Type Foundry  
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**Title:** End-user licence agreement (EULA)

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IMPORTANT – PLEASE READ CAREFULLY: This End-user licence agreement (hereinafter “EULA”, “Licence”, “Agreement”, or “Licence Agreement”) is a legal agreement between **you** (hereinafter referred to as the “Client”) and Rosetta Type Foundry s. r. o. , a corporation duly organised and existing under the laws of the Czech Republic, having its registered office at Potocká 42, 623 00 Brno, Czech Republic, registered in the Commercial Registry held by the Regional Court in Brno, Section C, File No. 77524, ID No. 29318904, VAT ID CZ29318904 (hereinafter referred to as “Rosetta”), for the products, designs, and software that accompany this Agreement and is also applicable to any media, printed and non-printed materials, electronic documentation, updates, add-ons, web services, and any other material that may be associated with the product now or in the future. By downloading the Font Software (hereinafter referred to as “Fonts”), or opening the package, installing, copying, accessing, or otherwise using the Fonts the Client agrees to be bound by the terms of this Agreement. If the Client does not agree to the terms of this Agreement, they ought not to purchase this Licence, download, install, access, or use the Font Software.

## DEFINITIONS

**EULA, Licence, Agreement, and/or Licence Agreement** shall mean this End-user licence agreement.

**Authorised User** shall mean an employee, freelancer, or independent contractor authorised by the Client to use the Fonts according to Clause 1.

**Computing Device** shall mean a virtual or physical device or machine that is capable of accepting installation of software or information in digital form, including, for example, desktop computers, laptops, tablets, mobile devices.

**Fonts and/or Font Software** shall mean the Fonts and/or Font Software in any format, and the design of the Fonts embodied therein.

**Transfer** shall have meaning as stipulated in clause 6.

**Testing** shall mean use of the Fonts for the purpose of internal evaluation, creating preliminary design mock-ups and tests for commercial as well as non-commercial projects, except where such projects are published or publicised in commercial or non-commercial form.

**DTP Projects** shall mean use of the Fonts to create print-related and audio-visual projects, both commercial as well as non-commercial. This includes the design of logos and logotypes. This excludes Large-scale Publishing And Broadcasting, which is defined below.

**Web Projects** shall mean upload, installation and use of the Fonts on a web server in order to provide correct rendering of websites owned by the Authorised User via @font-face CSS rule. This also includes subsetting the Fonts for the sole purpose of optimising loading times, provided that appropriate measures are taken in order to prevent an unauthorized use of the Fonts and / or extraction thereof. This excludes Server And Automated Processing, which is defined below.

**Document Embedding** shall mean embedding of the Fonts in PDF documents, e-books (for example in e-Pub, MOBI, or PDF formats), MS Word documents, or other formats, in order to provide correct rendering and editing of the content using these Fonts.

**App Embedding** shall mean embedding of the Fonts in applications in order to provide correct rendering of the content using these Fonts. The Fonts cannot be embedded in applications that allow the generation of user-designed output

that uses the Fonts (for example: PDFs, business cards, labelled images, and photos).

**Large-Scale Publishing And Broadcasting** shall mean use of the Fonts to create print-related and / or audio-visual projects, or to broadcast the Fonts via theatrical release film, television (terrestrial, cable and / or satellite), or the internet with daily audiences above 300 thousand people. This includes, among others, major nationwide television channels and / or newspapers.

**Server And Automated Processing** shall mean installation of the Fonts on a server in order to allow its users to generate output that uses the Fonts (for example: PDF documents, business cards, labeled images, and photos).

**Merchandising** shall mean goods for sale such as t-shirts, mugs, on-demand stationary products etc., where the Fonts (including individual characters and ornaments) constitute an essential part of the design.

## **GRANT OF LICENCE**

1. Upon payment in full, Rosetta grants the Client a non-exclusive, terminable, worldwide, and non-transferable Licence to use the Fonts and the designs embodied therein, together with any accompanying documentation, each in accordance with the terms and conditions of this Agreement unless otherwise stated. The Client may not modify, reverse engineer, or disassemble any part of the Fonts, change any associated embedding bits, or convert the Fonts to formats different from those provided by Rosetta, without prior written permission from Rosetta. The Client may not remove or modify any of Rosetta copyright notices embodied in Fonts. The Client may not share, sell, loan, donate, distribute, reveal, or transfer in any way Fonts to any third party, unless otherwise expressly stated in this Licence.

The scope of Licence shall be limited in accordance with the licence type the Client has purchased, unless otherwise stated; the licence types are as follows:

- i. **Trial licence.** This licence type grants the Client the following time-limited rights for the duration of one (1) year: (a) The Client may install and use the Fonts on one Computing Device subject to the conditions, that the Client is the only Authorised User of this licence. (b) The Client may use the Fonts for the following purposes only: Testing. (c) The Client may not use the Fonts for any other purposes not expressly permitted herein.
  - ii. **Standard licence.** This licence type grants the Client the following perpetual rights: (a) The Client may install and use the Fonts on up to ten Computing Devices, subject to the condition that there are a maximum of five Authorised Users of this licence. (b) The Client may use the Fonts on an unlimited amount of domains with the collective total traffic of up to 500 thousand pageviews monthly. (c) The Client may use the Fonts for the following purposes only: DTP Projects, Web Projects, Document Embedding. (e) The Client may not use the Fonts for any other purposes not expressly permitted herein.
  - iii. **Custom licence.** This licence type grants the Client the following perpetual rights in accordance with the respective options the Client has made when purchasing this licence type: (a) The Client may use the Fonts with a purchased amount of (i) Computing Devices and Authorised Users (ii) monthly traffic limit and/or (iii) applications. (b) The Client may use the Fonts for the following purposes in accordance with their purchase preferences: Testing, DTP Projects, Web Projects, Document Embedding, App Embedding, Large-Scale Publishing And Broadcasting, Server And Automated Processing, and/or Merchandising.
2. The Client may not use the Fonts for purposes other than those purchased pursuant to the Agreement. If at any time the Client's use of the Fonts exceeds the range of permitted use as arising from the purchased licence type, the Client agrees to immediately notify Rosetta and purchase the appropriate Licence Upgrade. Rosetta reserves the right to determine the terms and conditions (incl. pricing) for any Licence Upgrades.

3. Rosetta retains all rights and titles to the Fonts, the trademarks, copyrights, and the designs embodied in the Fonts. The Client agrees not to copy the Fonts or create derivative works based on the Fonts and/or the design embodied therein. The Client hereby agrees that this term is contractual in nature and that the unauthorised use of the design of the Fonts shall be an infringement of Rosetta's rights.
4. Except for the Trial licence, the Client is permitted to make a temporary copy of the Fonts for use by an independent contractor solely for the production of their own materials. This licence does not permit the temporary use of the Fonts by temporary employees, freelancers, or independent contractors in excess of the number of Authorised Users. Specifically, the Client may not make additional temporary copies of the Fonts for temporary uses.
5. In the event the Client identifies the Fonts used on their products or work output, the Client hereby agree to identify the Fonts by their trademark and the owner of the trademark in any such credits. All use of the trademark associated with the Fonts inures solely to the trademark owner. No ownership right is granted by this Licence Agreement. Rosetta reserves all rights.

#### **TRANSFER OF LICENCE**

6. The Client may assign, sell, loan, donate, distribute and/or reveal ("transfer") this Licence to any third party only upon prior written consent of Rosetta. Upon transfer of this Licence the Client agrees that (i) The Client will transfer the original Fonts together with all documentation (ii) Any such transfer is not by consignment or other indirect means (iii) The new Licensor reads, understands, and agrees with the terms of this Licence and (iv) The Client will destroy all other copies of the Fonts and any documentation remaining in their possession. Upon transfer of the Fonts the Client is not permitted to retain copies for themselves, lend or otherwise provide copies of the Fonts to commercial printers or service bureaus.

#### **LIMITED WARRANTY**

7. Rosetta will replace the Fonts in the event the Fonts do not perform substantially in accordance with the documentation, provided that any such claim is submitted within thirty (30) days of purchase of this Licence. The Client's sole recourse is replacement Fonts; no refunds will be granted. To submit a claim the Client must return the Fonts to Rosetta, or other place-of-purchase, together with a copy of their sales receipt. The Client expressly acknowledges and agrees that use of the Fonts is at their own risk. The Fonts and related documentation are provided on "AS IS" basis, and except as noted herein are without warranty of any kind and Rosetta and its affiliated companies hereby expressly disclaim all warranties expressed and implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. Rosetta does not warrant that the operation of the Fonts will be uninterrupted or error-free or that the Fonts are without defects. The Fonts are not fault-tolerant and are not intended, and were not designed or manufactured, for use in manufacturing navigation control equipment, or in any other circumstances where the use or failure of the Fonts could lead to death, personal injury, property damage, or severe physical or environmental damage. Under no circumstances shall Rosetta be liable to the Client or any other party whether in contract or tort (including negligence) or otherwise for any special consequential or incidental damages including lost profits, savings, or business interruption, as a result of the use of the Fonts even if notified in advance of such possibilities. Rosetta's liability to you shall in no event exceed refunding of the cost of the Fonts or replacement of the Fonts, at Rosetta's sole discretion.
8. Some jurisdictions do not allow the exclusion or limitation of incidental, consequential, or special damages, or implied warranties. Only where applicable

by law any implied warranty or condition created by law is only effective for a thirty (30) day warranty period. There are no warranties or conditions of any kind after the thirty (30) day warranty period. The exclusions noted above may not apply to the Client. Otherwise, and to the extent permissible by law, the Client agrees that all implied warranties are not effective for more than thirty (30) days.

#### **TERMINATION**

9. This Licence Agreement is effective as of the Date of full payment for the purchased licence type. This Licence Agreement may be terminated by the Client at any time by destroying the Fonts together with any printed and/or non-print materials and any copies of the Fonts. This Licence Agreement may be terminated upon one month notice if the Client breaches and/or fails to comply with any term contained herein.

#### **GOVERNING LAW**

10. Rosetta Fonts are protected under the laws of the Czech Republic, United Kingdom, United States of America and other international laws. The Client expressly agrees that this Agreement shall be governed, enforced, and construed in accordance with the laws of the Czech Republic as they apply to contracts entered into and wholly performed therein. Rosetta expressly reserves any and all rights to seek equitable relief including but not limited to temporary restraining orders and preliminary injunctions each without the obligation of a bond. Rosetta's rights and remedies shall be cumulative.
11. The Client agrees to be responsible for their compliance with all laws and regulations foreign and domestic relating to the control of exports or the transfer of technology.
12. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid void or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect and the invalid provision shall be replaced by Rosetta with a provision that most closely effects the intent of the invalid provision.
13. This Agreement constitutes the entire understanding between the parties and supersedes all previous agreements promises, representations, and negotiations between the parties. Amendments or waivers to the terms and conditions of this Agreement, any amendments to this Agreement, or any Licence Upgrade are only effective if signed by an authorised officer of Rosetta.

#### **GENERAL PROVISIONS**

14. Headings. The captions of the sections of this Licence Agreement are for convenience only and shall not control or affect the meaning or construction of any of the terms or provisions of this Agreement.

Rosetta End-user licence agreement version 5.0, introduced on 1 June 2020.  
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