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## 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 you to use the Font Software

**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.

**Font[s]** shall have the meaning stipulated in clause 1.

**OTF Fonts** shall mean Fonts in OpenType font format with CFF outlines.

**TTF Fonts** shall mean Fonts in OpenType font format with TTF outlines.

**EOT Fonts** shall mean Fonts in Embedded OpenType font format.

**WOFF Fonts** shall mean Fonts in Web Open Font Format.

**Transfer** shall have meaning as stipulated in clause 7.

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

**Small-Scale Design Projects** shall mean print-related and audio-visual projects with publication below 500 thousand copies and/or audiences below 500 thousand people. Periodically printed materials are considered a single project despite content changes, thus their publication rates cumulate.

**Large-Scale Design Projects** shall mean print-related and audio-visual projects with publication above 500 thousand copies and/or audiences above 500 thousand people over the course of one year. Periodically printed materials are considered a single project despite content changes, thus their publication rates cumulate. This excludes Broadcasting, which is defined below.

**Logo And Visual Identity** shall mean logo(s), parts of visual identity, and any other branding components

**Web Images** shall mean use of the Fonts to create image(s) (in JPG, GIF, PNG, SVG, and similar formats) and the use of these images on the web. Such images may be produced only manually by a licenced user provided that no embedding or other transmission of the Fonts is made possible. Automatic

production of the images by means of a server-side application or via alternative web font formats (for example: Cufón, sIFR, Typeface.js, SVG fonts) shall not be permitted.

**Web Embedding** shall mean upload, installation and use of the Fonts on a web server in order to provide correct rendering of the end-user’s website(s) via @font-face CSS rule. This also includes conversion of the Fonts to alternative web font formats (for example: Cufón, sIFR, Typeface.js, SVG fonts) and subsetting the fonts for the sole purpose of optimizing loading times, provided that reasonable measures are used to ensure that the Fonts cannot be extracted.

**Small-Scale PDF Embedding** shall mean embedding the Fonts in non-editable Adobe Acrobat (PDF) documents in order to provide correct rendering of the content using these Fonts (e.g. to submit your work to a printing or publishing establishment) given there are no more than 500 individual PDF documents created. If you are not sure how to create non-editable PDFs contact Adobe Systems Incorporated or Rosetta.

**Large-Scale PDF Embedding** shall mean embedding of the Fonts in non-editable Adobe Acrobat (PDF) documents in order to provide correct rendering of the content using these Fonts. If you are not sure how to create non-editable PDFs contact Adobe Systems Incorporated or Rosetta.

**eBook Embedding** shall mean embedding of the Fonts in ebooks (for example in ePub, MOBI, or PDF formats) in order to provide correct rendering of the content using these Fonts on reading devices.

**In-App Embedding** shall mean embedding of the Fonts in application(s) for mobile devices in order to provide correct rendering of the content using these Fonts. The Fonts cannot be embedded in applications that allow the generation of output that uses the Fonts (for example: PDFs, business cards, labeled images, and photos).

**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: PDFs, 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.

**Broadcasting** shall mean theatrical release film, television, or broadcast via cable television or the internet, with audiences above 1 million people.

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1. Upon payment in full, Rosetta grants you a non-exclusive, terminable, worldwide, and non-transferable Licence to use the Font Software (“Font[s]”) and the designs embodied therein, together with any accompanying documentation, each in accordance with the terms and conditions of this Agreement unless otherwise stated. You 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. You may not remove or modify any of Rosetta copyright notices embodied in Fonts. You 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 you have purchased, unless otherwise stated; the licence types are as follows:

- i. Test licence.** This licence type grants you the following time-limited rights for the duration of one (1) year: (a) You shall be provided with OTF Fonts. (b) You may install and use the Fonts on up to two Computing Devices subject to the conditions, that you are the only Authorised User of this licence. (c) You may use the Fonts for the following purposes only: Testing And Student Work. (d) You may not use the Fonts for: Small-Scale Design Projects, Large-Scale Design Projects, Logo And Visual Identity, Web Images, Web Embedding, Small-Scale PDF Embedding, Large-Scale PDF Embedding, eBook Embedding, In-App Embedding, Server And Automated Processing, Merchandising, Broadcasting, or for any other purposes not expressly permitted herein.
- ii. Freelancer licence.** This licence type grants you the following perpetual rights: (a) You shall be provided with OTF Fonts. (b) You may install and use the Fonts on up to two Computing Devices subject to the conditions, that you are the only Authorised User of this licence. (c) You may use the Fonts for the following purposes only: Small-Scale Design Projects, Web Images, Small-Scale PDF Embedding. (d) You may not use the Fonts for: Large-Scale Design Projects, Logo And Visual Identity, Web Embedding, Large-Scale PDF Embedding, eBook Embedding, In-App Embedding, Server And Automated Processing, Merchandising, Broadcasting, or for any other purposes not expressly permitted herein.
- iii. Studio licence.** This licence type grants you the following perpetual rights: (a) You shall be provided with OTF and TTF Fonts. (b) You 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. (c) You may use the Fonts for the following purposes only: Small-Scale Design Projects, Web Images, Logo and Visual Identity, Small-Scale PDF Embedding. (d) You may not use the Fonts for: Large-Scale Design Projects, Web Embedding, Large-Scale PDF Embedding, eBook Embedding, In-App Embedding, Server And Automated Processing, Merchandising, Broadcasting, or for any other purposes not expressly permitted herein.
- iv. Publisher licence.** This licence type grants you the following perpetual rights: (a) You shall be provided with OTF and TTF Fonts. (b) You may install and use the Fonts on up to thirty Computing Devices, subject to the condition that there are a maximum of fifteen Authorised Users of this licence. (c) You may use the Fonts for the following purposes only: Small-Scale Design Projects, Web Images, Logo and Visual Identity, Large-Scale PDF Embedding, eBook Embedding. (d) You may not use the Fonts for: Web Embedding, In-App Embedding, Server And Automated Processing, Broadcasting, or for any other purposes not expressly permitted herein.
- v. Web licence.** This licence type grants you the following perpetual rights: (a) You shall be provided with EOT, WOFF, and TTF Fonts. (b) You may use the Fonts in one (1) second-level domain + unlimited amount of subdomains and up to three staging/testing servers with total traffic up to 500K pageviews/month. (c) You may use the Fonts for the following purposes only: Testing And Student Work, Web Images, Web Embedding. (d) You may not use the Fonts for: Small-Scale Design Projects, Large-Scale Design Projects, Logo And Visual Identity, Small-Scale PDF Embedding, Large-Scale PDF Embedding, eBook Embedding, In-App Embedding, Server And Automated Processing, Merchandising, Broadcasting, or for any other purposes not expressly permitted herein. Provided TTF Fonts are intended only for Testing And Student Work. Their use for Web Embedding is only permitted with written permission from Rosetta.
- vi. Custom licence.** This licence type grants you the following perpetual rights in accordance with preferences you have made when purchasing this licence type: (a) You shall be provided with OTF, TTF, EOT, and WOFF

Fonts. (b) You may use the Fonts in a purchased amount of (i) second level domains, (ii) unlimited amount of subdomains, (iii) staging/testing servers with purchased monthly traffic limit and/or (iv) applications for mobile devices. (c) You may use the Fonts for the following purposes in accordance with your purchase preferences: Testing And Student Work, Small-Scale Design Projects, Large-Scale Design Projects, Logo And Visual Identity, Web Images, Web Embedding, Small-Scale PDF Embedding, Large-Scale PDF Embedding, eBook Embedding, In-App Embedding, Server And Automated Processing, Merchandising, Broadcasting.

2. You may not use the Fonts for purposes other than those purchased pursuant to the Agreement. If at any time your use of the Fonts exceeds that permitted in the purchased licence type you agree 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.
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4. Except for the Test and Web licence, you are permitted to (i) make a temporary copy of the Fonts for use by a commercial printer or service bureau solely for use in the production of your own materials and/or (ii) include a temporary copy the Fonts with a document solely for the purposes of your facilitating your personal printing and/or viewing of the document.
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6. In the event you identify the Font Designs used on your products or work output, you 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.

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7. You 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 you agree that (i) You will transfer the original Fonts together with all documentation (ii) Any such transfer is not by consignment or other indirect means (iii) The new Licensee reads, understands, and agrees with the terms of this Licence and (iv) You will destroy all other copies of the Fonts and any documentation remaining in your possession. Upon transfer of the Fonts you are not permitted to retain copies for yourself, lend or otherwise provide copies of the Fonts to commercial printers or service bureaus.

## LIMITED WARRANTY

8. 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. Your sole recourse is replacement Fonts; no refunds will be granted. To submit a claim you must return the Fonts to Rosetta, or other place-of-purchase, together with a copy of your sales receipt. You expressly acknowledge and agree that use of the Fonts is at your 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 you 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.
9. 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 you. Otherwise, and to the extent permissible by law, you agree that all implied warranties are not effective for more than thirty (30) days.

## TERMINATION

10. This Licence Agreement is effective as of the Date of full payment for the purchased licence type. This Licence Agreement may be terminated by you 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 without notice if you breach and/or fail to comply with any term contained herein.

## GOVERNING LAW

11. Rosetta Fonts are protected under the laws of the Czech Republic, United Kingdom, United States of America and other international laws. You expressly agree 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.
12. You agree to be responsible for your compliance with all laws and regulations foreign and domestic relating to the control of exports or the transfer of technology.

13. 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.
14. 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

15. 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.

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