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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.

Transfer shall have meaning as stipulated in clause 7.

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.

Student Projects shall mean use of the Fonts within the scope of student’s academic assignments on a non-commercial basis.

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

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 or in applications. This excludes Server And Automated Processing, which is defined below.

Web Embedding 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.

PDF Embedding shall mean embedding the Fonts in non-editable 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).

E-book Embedding shall mean embedding of the Fonts in e-books (for example in e-Pub, MOBI, or PDF formats) in order to provide correct rendering of the content using these Fonts on reading devices.

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

Editable Embedding shall mean embedding of the Fonts in editable documents, e.g. MS Word documents, PDF documents or other editable formats, in order to provide correct rendering and editing of the content using these Fonts.

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 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 may install and use the Fonts on one Computing Device subject to the conditions, that you are the only Authorised User of this licence. (b) You may use the Fonts for the following purposes only: Testing, Student Projects. (c) You may not use the Fonts for any other purposes not expressly permitted herein.
- ii. **Single licence.** This licence type grants you the following perpetual rights: (a) 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. (b) You may use the Fonts for the following purposes only: Professional Projects, Web Images, PDF Embedding, E-book Embedding. (c) You may not use the Fonts for any other purposes not expressly permitted herein.

- iii. Studio licence.** This licence type grants you the following perpetual rights: (a) 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. (b) You may use the Fonts for the following purposes only: Professional Projects, Web Images, PDF Embedding, E-book Embedding. (c) You may not use the Fonts for any other purposes not expressly permitted herein.
- iv. Web licence.** This licence type grants you the following perpetual rights: (a) You may use the Fonts on an unlimited amount of domains with the total traffic limit as arising from the respective option you have made when purchasing this licence type. (b) You may use the Fonts for the following purposes only: Web Embedding. (c) You may not use the Fonts for any other purposes not expressly permitted herein.
- v. App licence.** This licence type grants you the following perpetual rights: (a) You may use the Fonts in up to three applications for mobile devices. (b) You may use the Fonts for the following purposes only: App Embedding. (c) You may not use the Fonts for any other purposes not expressly permitted herein.
- vi. Universal licence.** This licence type grants you the following perpetual rights: (a) You may install and use the Fonts on up to forty Computing Devices, subject to the condition that there are a maximum of twenty Authorised Users of this licence. (b) You may use the Fonts on an unlimited amount of domains with the total traffic of up to 5 million pageviews monthly. (c) You can use the Fonts in an unlimited amount of applications for mobile devices. (d) You may use the Fonts for the following purposes only and in accordance with your purchase preferences: Professional Projects, Web Images, Web Embedding, PDF Embedding, E-book Embedding, App Embedding. (e) You may not use the Fonts for any other purposes not expressly permitted herein.
- vii. Custom licence.** This licence type grants you the following perpetual rights in accordance with the respective options you have made when purchasing this licence type: (a) You may use the Fonts with a purchased amount of (i) Computing Devices and Authorised Users (ii) monthly traffic limit and/or (iii) applications for mobile devices. (b) You may use the Fonts for the following purposes in accordance with your purchase preferences: Testing, Student Projects, Web Images, Professional Projects, Large-Scale Publishing And Broadcasting, Web Embedding, PDF Embedding, E-book Embedding, App Embedding, Editable Embedding, Server And Automated Processing, Merchandising.
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 the range of permitted use as arising from 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.
3. Rosetta retains all rights and titles to the Fonts, the trademarks, copy-rights, and the designs embodied in the Fonts. You agree not to copy the Fonts or create derivative works based upon the Font Software and/or the design of the Font. You hereby agree that this term is contractual in nature and that the unauthorised use of the design of the Font and/or the Font Software shall be an infringement of Rosetta's rights.
4. Except for the Test, Web, and App licences, you are permitted to make a temporary copy of the Fonts for use by an independent contractor solely for the production of your 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, you may not make additional temporary copies of the Fonts for temporary uses.

5. In the event you identify the Fonts 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.

TRANSFER OF LICENCE

6. 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 Licensor 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

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. 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.
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 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

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 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

10. 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.
11. 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.
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.

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