

# END USER LICENCE AGREEMENT

Please read this document carefully and keep a copy for further reference.

## 1. CONTRACTUAL RELATIONSHIP

This is an End User License Agreement (hereinafter "Agreement") between You, the Licensee (hereinafter "You", "Your", "Yourself"), and AGEMA centar d.o.o., Kozarčeva 53, 42000 Varaždin, Croatia, the Licensor (hereinafter "Hot Type", "We" or "Us"). By purchasing, downloading, or otherwise accessing the digital typeface software and designs embodied herein (hereinafter "Font", "Fonts", or "Font Software"), You accept and agree to be bound by the terms of this Agreement.

By purchasing a License to the Fonts, Hot Type grants You a non-exclusive, non-transferable license to access and use the Fonts as set out in the terms of this Agreement. No ownership rights are granted as part of this Agreement herein.

You may not modify, adapt, translate, reverse engineer, decompile, disassemble, alter or otherwise copy the Fonts, except as expressly provided herein.

You may acquire the License to the Fonts on behalf of Your End-User client. However, You must ensure that the End-User client accepts and is bound by the terms of this Agreement without any alterations to its terms. You may not charge Your End-User client any additional payment for the use of the Fonts and You may not use the same Fonts Yourself without an additional license.

All aspects of use in political campaigns and all use for political messaging or by political parties, political organizations, or lobbying organizations, as well as for religious purposes, require a prior written consent issued by Hot Type. Please contact Hot Type for further information.

This Contractual Relationship refers to the Desktop, Web, and App Licensing of Fonts licensed by or purchased from Hot Type.

## 2. RESERVATION OF RIGHTS

All rights, titles, and interests in and to the Fonts are the exclusive property of Hot Type. All rights not expressly identified and granted herein are expressly reserved. You may not sell, lease, sublicense, or otherwise assign or transfer any rights, duties, or obligations under this Agreement, in whole or in part, except as expressly provided herein.

## 3. DEFINITIONS

### 3.1 "APPLICATION"

When we say "Application", we refer to a stand-alone application for one of the following operating system platforms, on versions that are less than 5 years old: Apple macOS, Apple iOS, Android, Microsoft Windows. Other operating system platforms may also be covered under this Agreement if they support the Font files as they are supplied by Hot Type. However, Hot Type cannot provide any technical support for such other operating system platforms.

### 3.2 "EMBED/EMBEDDING"

When we say "Embed/Embedding", we refer to the use of the Fonts in Applications in order to style dynamic or static text. The Embedding of the Fonts may be allowed depending on the

license. However, You may never Embed the Fonts directly into any physical devices or save the Fonts to a device and assign that device to any third party.

### 3.3 "YOUR ORGANIZATION"

When we say "Your Organization", we refer to the company You are the owner or employee of or the organization the company is part of, including all places of business. Your Organization shall not include clients or other third parties, including self-employed parties who are working for You, but not at one of Your places of business.

### 3.4 "LICENSING ADD-ONS"

When we say "Licensing Add-ons", we refer to further licensing types, defined in add-ons to this Agreement, that can be purchased in addition to the Desktop, Web, and App licensing.

## 4. DESKTOP LICENSING

By using OpenType Fonts (OTF) provided by Hot Type (hereinafter "Fonts"), You agree to be bound by the terms of this Agreement. This Agreement, in conjunction with the invoice that accompanies each purchase from Hot Type, constitutes the complete Agreement between You and Hot Type.

### 4.1 ALLOWED USES

You may install and use the licensed Fonts on a computer or tablet device to create images on any surface such as computer screens, paper, web pages, mobile devices, photographs, movie credits, printed material, T-shirts, and other surfaces where the image is of a fixed size. You may use the Licensed Fonts to create EPS files or other scalable drawings, provided that such files are only used by the household or company licensing the Font.

If You plan to use the Licensed Fonts for commercial merchandise, please contact Hot Type for further information.

### 4.2 NUMBER OF USERS

The maximum number of simultaneous users is specified in the applicable invoice. All users must belong to the same company or household purchasing the Font.

### 4.3 THIRD PARTIES

You may provide the Fonts to a printer or other service bureau that is working on Your behalf only if they agree to use the Fonts exclusively for Your work, agree to the terms of this Agreement, and retain no copies of the Fonts upon completion of the work. You may not provide the Fonts or make them accessible to any other third parties.

### 4.4 EMBEDDING

You may embed the licensed Fonts into any document You send to third parties. Such documents may be viewed and printed (but not edited or used) by the recipients. You may not, under any circumstances, embed the licensed Fonts into software or hardware products in which the Fonts will be used by the purchasers of such products. Such use requires a different License. Please contact Hot Type for further information.

The Fonts may be embedded into the following file types:

- Portable Document Format (PDF);
- PostScript (PS);
- Encapsulated PostScript (EPS).

The Fonts must not be embedded into any other format under this license.

### 4.5 CONVERSION AND MODIFICATIONS

You may import characters from the Fonts as graphical objects into a drawing program and modify such graphical objects. You may not modify, adapt, translate, reverse engineer, decompile, disassemble, or create derivative works based on the licensed Fonts themselves in any manner without the prior written consent of Hot Type.

### 4.6 COPYRIGHT FOR DESKTOP LICENSING

The Fonts and the accompanying materials are copyrighted and contain proprietary information and trade secrets belonging to Hot Type. Unauthorized copying of the Fonts, even if

modified, merged, or included with other software, or of the written materials, is expressly forbidden. You may be held legally responsible for any infringement of the foundry's/company's intellectual property rights that is caused or encouraged by Your failure to abide by the terms of this Agreement.

## 5. WEB LICENSING

By using Hot Type Webfonts (WOFF/WOFF2) (hereinafter "Webfonts"), You agree to be bound by the terms of this Agreement. This Agreement, in conjunction with the invoice that accompanies each purchase from Hot Type, constitutes the complete Agreement between You and Hot Type.

This End User License Agreement for Web Use ("Web EULA") covers Webfonts by Hot Type. By using the Licensed Webfont(s) on any HTML website or web page (hereinafter "Website"), the purchaser (the "Licensee", "You") agrees to the terms and conditions of this Web EULA. The Licensee may use the Licensed Webfont(s) only on the web, for styling Websites, using the @font-face selector in CSS files, subject to the following restrictions:

### 5.1 USAGE

(a) The Licensed Webfont(s) may be used on any Website owned or controlled by the Licensee under a particular domain name, including sub-domains. The total traffic, measured in page views, of Websites on which the Licensed Webfont is used, must be no greater than the number of page views per month specified in the invoice You received for the Licensed Webfont(s). Agencies responsible for multiple clients' Websites, for example, web design agencies or hosting providers, may not share a single Webfont License across multiple clients' Websites.

(b) The Licensed Webfont(s) may be used on a Website, where visitors produce "Styled Content" by directly or indirectly selecting a Licensed Webfont and entering or editing text using that Licensed Webfont.

(c) The Website may not enable or facilitate the Styled Content being used outside said Website, including, but not limited to, producing merchandise, PDF documents, image files, or personalized physical objects.

(d) You may also use the Webfont in newsletters via the same method as described above. Specify the total number of monthly opens when licensing. If You use Webfonts both on a Website and in a Newsletter, the Webfonts must be licensed for the total number of page views and monthly opens.

(e) The Website's Font selection user interface must display the Fonts' original name(s).

### 5.2 CONVERSION AND MODIFICATIONS

The Licensee may not use conversion or editing tools on the Licensed Webfont(s), except for making subsets. Use of the Licensed Webfont(s) with Webfont technologies other than @font-face, such as sIFR, Cufón, or Typeface.js, is not allowed.

### 5.3 WEBFONTS FILE PROTECTION

You agree to take reasonable measures to ensure the Webfonts are available only for the process of styling text for display on Your licensed Domains. At a minimum, and by way of illustration, and not limitation, reasonable measures could include a) preventing unlicensed third-party access (hotlinking); and b) disallowing THE direct download of the Webfonts unrelated to the process of styling text for licensed Domains.

The following text must be included in Your CSS above the @font-face declaration for the Hot Type Webfonts: /\* Webfonts: Copyright © Hot Type.\* /

### 5.4 CONVERSION AND MODIFICATIONS

You may not modify, adapt, translate, reverse engineer, decompile, disassemble, or create derivative works based on the licensed Fonts themselves in any manner without the prior written consent of Hot Type.

### 5.5 COPYRIGHT FOR WEB LICENSING

The Fonts, Webfonts, and the accompanying materials are copyrighted and contain proprietary information and trade secrets belonging to Hot Type. Unauthorized copying of the

Fonts and Webfonts, even if modified, merged, or included with other software, or of the written materials, is expressly forbidden. You may be held legally responsible for any infringement of the foundry's/company's intellectual property rights that is caused or encouraged by Your failure to abide by the terms of this Agreement.

## 6. APP LICENSING

By using Mobile App Fonts (TTF/OTF) (hereinafter "App Fonts") provided by Hot Type, You agree to be bound by the terms of this Agreement. This Agreement, in conjunction with the invoice that accompanies each purchase from Hot Type, constitutes the complete Agreement between You and Hot Type.

### 6.1 LICENSE GRANT

You are hereby granted a non-exclusive, non-assignable, non-transferable license (subject to all of the terms and conditions of the Agreement) to (a) embed the Font Software (i) into an iOS, Android, or Windows RT software product of any kind (hereinafter "Application"), (ii) on a single Application Platform, (iii) in a secure manner which does not allow an End User to access to the Font Software outside of the Application; and (b) distribute worldwide (in accordance with the Terms and Conditions hereof) such Application to End Users. Hot Type reserves all rights not expressly granted to You in this Agreement.

### 6.2 RESTRICTIONS ON USE

(a) The maximum number of distinct Applications into which the Font Software may be embedded may not exceed the number of Applications You indicated when licensing the Font Software.

(b) For the avoidance of doubt, if the Application is distributed on two or more Application Platforms, each version of the Application distributed on each Application Platform shall be deemed a separate Application.

(c) You may not embed the Font Software (i) in any Application that allows the generation of output such as PDF documents, word processing documents, spreadsheets, labelled photos, static images, scalable images, advertisements, or other documents or data files, etc.; or (ii) in any Application that is a server component in a client/server architecture.

(d) The Font Software may only be embedded in an Application where the Font Software does not represent a substantial component of, and does not represent the primary value or the functionality of the Application into which it will be embedded.

(e) You agree that You will take no action which will have the direct or indirect effect of causing the Font Software to become Publicly Available Software or otherwise be subject to a Publicly Available Software agreement.

### 6.3 CONVERSION AND MODIFICATIONS

You may not modify, adapt, translate, reverse engineer, decompile, disassemble, or create derivative works based on the licensed Fonts themselves in any manner without the prior written consent of Hot Type.

### 6.4 COPYRIGHT FOR APP LICENSING

The Fonts, Webfonts, and the accompanying materials are copyrighted and contain proprietary information and trade secrets belonging to Hot Type. Unauthorized copying of the Fonts and Webfonts, even if modified, merged, or included with other software, or of the written materials, is expressly forbidden. You may be held legally responsible for any infringement of the foundry's/company's intellectual property rights that is caused or encouraged by Your failure to abide by the terms of this Agreement.

## 7. ALTERATIONS TO THE FONT SOFTWARE

You may not alter the Font Software for the purpose of adding any functionality that such Font Software did not have when it was delivered or made available to You by Hot Type. If the Font Software contains embedding bits that indicate that the Font Software is only authorized for certain purposes, You may not change or alter the embedding bits.

## 8. TRANSFER OF THE FONT SOFTWARE

You may not rent, lease, sublicense, give, lend, or further distribute the Font Software, or any copy thereof. If You are a business or organization, You agree that in case of reasonable doubt with regard to the proper use of the Font Software within Your organization, upon request from Hot Type or its authorized representative, within thirty (30) days You will fully document and certify that use of any and all Font Software at the time of the request is in conformity with Your valid licenses from Hot Type.

## 9. COPIES

You may not copy the Font Software, except as expressly provided herein. You may make a reasonable number of backup copies of the Font Software for archival purposes only, and You shall retain exclusive custody and control over such copies. Any copies that You are expressly permitted to make pursuant to the Agreement must contain the same copyright, trademark, and other proprietary notices that appear on or in the Font Software. Upon termination of the Agreement, You must destroy the original, as well as any and all copies of the Font Software.

## 10. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

(a) You agree that the Font Software is protected by the copyright law and other intellectual and industrial property rights of the Republic of Croatia, by the copyright law and other intellectual and industrial property rights of other nations, and by international treaties. You agree to treat the Font Software as You would any other copyrighted material.

(b) You agree that Hot Type owns all rights, titles, and interests in and to the Fonts, their structure, organization, code, and related files, including all intellectual and industrial property rights therein, such as copyright, design, and trademarks rights. You agree that the Fonts, their structure, organization, code, and related files are valuable property of Hot Type and that any intentional or negligent use of the Font(s) not expressly permitted by this Agreement constitutes an infringement of intellectual and industrial property rights.

(c) You agree not to reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code or instructions of the Font Software, provided, however, that if You are located in a member country of the European Union / European Economic Area / Switzerland, or any other country which provides rights materially similar to the rights set forth in this provision, You may reverse engineer or decompile the Font Software only to the extent that sufficient information is not available for the purpose of creating an interoperable software program (but only for such purpose and only to the extent that sufficient information is not provided in a timely manner free of charge by Hot Fonts upon written request).

## 11. TRADEMARKS

You agree to use trademarks associated with the Font Software according to accepted trademark practice, including identification of the trademark owner's name. Trademarks can only be used to identify printed output produced by the Font Software. The use of any trademark as herein authorized does not give You any rights of ownership in that trademark and all use of any trademark shall inure to the sole benefit of Hot Type. You may not change any trademark or trade name designation for the Font Software. Nothing contained herein shall be deemed as granting You a license to use any trademark or trade names associated with the Font Software.

## 12. WARRANTIES AND LIABILITIES

Hot Type owns all rights in and to the Fonts and Your use of the Fonts in accordance with this Agreement will not infringe any third-party intellectual property rights. Hot Type shall not be liable for any direct, indirect, consequential, or incidental damages (including, but

not limited to, damages from loss of business profits, business interruption, loss of business information, etc.) arising out of the use of or inability to use the Fonts. The liability of Hot Type to pay any kind of damages is under all circumstances limited to the price paid for the Fonts or replacement of the Fonts; either of which shall be at the sole discretion of Hot Type. Except as expressly provided herein, Hot Type disclaims all representations and warranties with respect to the Fonts.

### **13. REFUNDS**

All sales of Licenses in respect of the Fonts are final. Hot Type will neither refund money nor replace incorrect Font license purchases.

### **14. REFERENCE USE**

Unless otherwise expressly requested in writing by You, Hot Type may use Your company's or Your Organization's name and trademarks to identify You as a customer of Hot Type and publish images and videos of the use of the Fonts in the promotional, marketing, and other kinds of material of Hot Type.

### **15. TERMINATION**

This Agreement is effective until terminated. This Agreement will terminate automatically without notice from Hot Type if You fail to comply with any provision contained herein. Upon termination, You must delete the Fonts, and all copies of them, in part as well as in whole, including modified copies, if any.

### **16. DISCLAIMER AND LIMITED WARRANTY**

(a) Hot Type warrants the Font Software to be free from defects in materials and workmanship under normal use for a period of fourteen (14) days from the date of delivery as shown on Your invoice. The entire liability of Hot Type and Your exclusive remedy as to a defective Font shall be, at the sole discretion of Hot Type, either return of purchase price or replacement of any such Fonts that is returned to Hot Type with a copy of the invoice. Hot Type shall have no responsibility to replace the Fonts or refund the purchase price if the failure results from accident, abuse, or misapplication, or if any Fonts are lost or damaged due to theft, fire, force majeure, or negligence. Any replacement software will be warranted for fourteen (14) days. This warranty gives You specific legal rights. You may have other rights, which vary from state to state.

(b) Except as expressly provided above, the Fonts are provided "as is." Hot Type does not make any warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

(c) The entire risk as to the quality and performance of the Fonts lies upon You. Hot Type does not warrant that the functions contained in the Fonts will meet Your requirements or that the operation of the software will be uninterrupted or error-free.

(d) Hot Type shall not be liable for any direct, indirect, consequential, or incidental damages (including, but not limited to, damages from loss of business profits, business interruption, loss of business information, etc.) arising out of the use of or inability to use the Fonts, even if Hot Type has been advised of the possibility of such damages.

(e) This Agreement shall be governed by and construed under and in accordance with the laws of the Republic of Croatia. The place of performance and exclusive place of jurisdiction is the location of the headquarters of Hot Type, which is currently Varaždin, Republic of Croatia.

This End User License Agreement is an integral part of the Terms and Conditions, which are to be applied to all matters not regulated by this End User License Agreement.