Optimo

**End-User License Agreement
Terms and Conditions of Use**

1. Object

Optimo Sàrl ("**Optimo**") hereby grants you (the "**Licensee**" or "**you**"), subject to the terms, conditions and limitations under this End-User License Agreement (the "Agreement"), a license (the "**License**") to use the Font Software and the Licensed Fonts.

"Font Software" shall mean the software developed and produced by Optimo which, when used with the appropriate hardware and software, allows for the generation of the typographic characters (fonts) available on Optimo's website. "**Licensed Fonts**" shall mean the typographic characters (fonts) purchased by you as specified in your purchase order (the "**Order**").

The License authorizes you to install and use the Font Software on one or several storage medium(s) (the "**Licensed Unit**") for one or several specific use(s) as defined below in Article 2 ("**Permitted License Uses**"). The Licensed Unit(s) and the Permitted License Use(s) covered by the purchased License are specified by the Licensee when placing his/her Order.

By downloading and/or installing the Font Software, you confirm that you have read and understood the terms and conditions of this Agreement and that you expressly agree with them without reservation.

2. Permitted License Uses

The Font Software can be used for one or several of the specified following purposes as defined in the Order:

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(a)   as a desktop font (Article 2.1 below);

(b)   as a web font (Article 2.2 below);

(c)   as an app font (Article 2.3 below);

(d)   as an electronic publication font (Article 2.4 below);

(e)   as a trademark (Article 2.5 below);

(f)   on merchandise (Article 2.6 below);

(g)   on social media (Article 2.7 below);

(h)   on video (Article 2.8 below);

(i)   on servers (Article 2.9 below);

(j)   on digital ads (Article 2.10 below);

(k)   on political/electoral campaigns (Article 2.11 below);

(l)   for corporate uses (Article 2.12 below);

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(m)   for campaign uses (Article 2.13 below);

(n)   for educational uses (Article 2.14 below);

(o)   as a trial font (Article 2.15 below);

(p)   for student uses (Article 2.16 below);

(q)   for other uses (Article 2.17 below).

You are not allowed to use the Font Software for a purpose not specified in the Order. If you wish to use the Font Software for a purpose not included in your Order, you must secure a separate license and/or a license extension for an additional fee. Optimo reserves the right to inspect or monitor your usage of the Font Software.

2.1. Desktop License

2.1.1. Definition

A desktop font is a font software that has been created and optimized to create non-dynamic documents such as books, newspapers, logos, and visual identities (the "**Documents**").

2.1.2. Permissions and Restrictions of Use

The desktop license (the "**Desktop License**") consists of the right to install and use the Font Software on the number of Licensed Units (i.e. computing devices) in the geographical places specified in your Order. The installation and the usage of the Desktop License on portable computer devices is permitted within the number of Licensed Units specified in your Order.

The Desktop License grants you the right to:

(a)   print the Documents on an output device producing an usable representation of the Licensed Font such as a printer, a plate output for offset, a film output for screen-printing; and

(b)   produce static images such as JPEG, TIFF and PNG (the "**Image Files**"), subject to the following restrictions:

(i)   Image Files must feature static images of specific applications of the Licensed Fonts rasterized in a pixel grid; and

(ii)   Image Files must not feature outlines of the Licensed Fonts, or permit the extraction or extrapolation of outlines of the Licensed Fonts.

The embedding of Licensed Fonts into digital documents is permitted only in a secured read-only mode, such that the document text can be viewed and printed but

the recipients of said documents cannot extract or use the embedded Licensed Fonts, in particular for editing purposes and/or the creation of new documents.

2.2. Web License

2.2.1. Definition

A webfont is a font software that has been created, optimized or otherwise specifically modified for use on the internet to style and display text on a Website. A "**Website**" is defined as a collection of related web pages organized under a single Domain. The Website may be viewed with a web browser and/or via a web-based mobile app.

A "**Domain**" is the host name of a Website's home page. The Domain may be comprised of one unique Domain (such as *http://www.example.com*) or multiple sub-domains (such as *shop.example.com*, or *blog.example.com)*. For multiple top-level domains (such as *http://www.example.org, http://www.example.net, http://www.example.biz, http://www.example.ch, http://www.example.usa*), you must secure the correct number of domains during the purchase process.

2.2.2. Permissions and Restrictions of Use

The web license (the "**Web License**") grants you the right to use the Font Software for one or several Domain(s) as specified in your Order. The Domain(s) may only be amended or modified with the prior written permission of Optimo. The Web License grants you the right to use the Font Software for a defined number of unique monthly visitors. If the number is exceeded, you are required to upgrade of the License without delay.

You represent and warrant that you own the Domain(s) specified on your Order and you undertake to control the content of the Website.

Our fonts are exclusively available as Self-Hosting web fonts using the CSS @font-face technology to style text on your Website for the Domain(s) specified on your Order. Any technologies other than CSS @font-face, including but not limited to sIFR, Cufón, or Typeface.js are not allowed. Only the WOFF, WOFF2, and EOT web-font files provided by Optimo may be used. The use of any other formats (such as TTF or OTF) is strictly prohibited. The usage of static images of the Font Software on a Website requires a Web License. Additionally, a legal disclaimer must be included to the Website's CSS.

2.3. Mobile App License

2.3.1. Definition

A mobile app license (the "**Mobile App License**") is required to embed a Licensed Font within a mobile application to style and display text.

2.3.2. Permissions and Restrictions of Use

The Mobile App License grants you the right to embed the Font Software in the application(s) built to run natively on mobile operating systems including, but not limited to, Android, iOS, and Windows Mobile, as specified in your Order (the "**Specified App(s)**") for styling dynamic, static or editable text.

You represent and warrant that you own the Specified App(s) and control their content. You undertake to have the Font Software embedded in a secure manner such that it cannot be extracted from or accessed outside of the Specified App(s).

You are authorized to provide a copy of the Font Software to a third-party app developer for the sole purpose of styling text in the Specified App(s). You shall ensure that the app developer: (i) agrees in writing to observe the terms and conditions of this Agreement and (ii) deletes all copies of the Font Software immediately after completing the work. In order to use the Font Software for any other purpose, the app developer must first obtain the appropriate license(s) from Optimo.

2.4. Electronic Publications (ePubs) License

2.4.1. Definition

An electronic publication license (the "**Electronic Publications/ePubs License**") is required to embed a Licensed Font within an electronic publication to style and display text.

2.4.2. Permissions and Restrictions of Use

The Electronic Publication (ePubs) License grants you the right to embed the Font Software in the electronic document(s) such as e-magazines, e-newspapers, and e-books as specified in your Order (the "**Specified Electronic Publication(s)**") for styling dynamic or static text on reading devices. The Electronic Publications (ePubs) License allows use of the font on multiple issues/numbers/titles of the same electronic publication.

You represent and warrant that you own the Specified Electronic Publication(s) and control their content. You undertake to have the Font Software embedded in

a secure manner such that it cannot be extracted from or accessed outside of the Specified Electronic Publication(s).

You are authorized to provide a copy of the Font Software to a third-party developer, for the sole purpose of styling text in the Specified Electronic Publication(s). You shall ensure that the electronic document developer: (i) agrees in writing to observe the terms and conditions of this Agreement and (ii) deletes all copies of the Font Software immediately after completing the work. In order to use the Font Software for any other purpose, the electronic document developer must first obtain the appropriate license(s) from Optimo.

2.5. Trademark License

2.5.1. Definition

A trademark license (the "**Trademark License**") is required to legally register/trademark a logotype or a brand mark using a Licensed Font as a trademark, at national and/or international levels.

2.5.2. Permissions and Restrictions of Use

The Trademark License grants you the right to legally register/trademark a logotype featuring outlines of the Licensed Font. The Trademark License is an extension license; a Desktop License for the specific Font must first be secured.

You represent and warrant that you own the specified trademark(s) and control their content. You undertake to have the Font Software embedded in a secure manner such that it cannot be extracted or accessed.

2.6. Merchandise License

2.6.1. Definition

A merchandise license (the "**Merchandise License**") is required to display the Licensed Fonts on physical products such as hardware, clothing, and packaging.

2.6.2. Permissions and Restrictions of Use

The Merchandise License grants you the right to display the Licensed Fonts on physical products such as hardware, clothing, and packaging. The Merchandise License is an extension license; a Desktop License for the specific Font must first be secured. An agreement must be reached with Optimo regarding the targeted number of items and their visibility; such as their point(s) of sales and/or use context.

2.7. Social Media License

2.7.1. Definition

A social media License (the "**Social Media License**") is required to display a Licensed Font on any social media channel(s).

2.7.2. Permissions and Restrictions of Use

The Social Media License grants you the right to display a Licensed Font on social media channel(s), such as Instagram, Snapchat, and Facebook. The Social Media License is an extension license; a Desktop License for the specific Font must first be secured. An agreement must be reached with Optimo regarding the number of followers of the Licensee's social media channel(s).

2.8. Streaming/TV/Cinema License

2.8.1. Definition

A streaming/TV/cinema license (the "**Streaming/TV/Cinema License**") is required to display a Licensed Font on video media in the context of online streaming services, television broadcast/cable, and cinema/film.

2.8.2. Permissions and Restrictions of Use

The Streaming/TV/Cinema License grants you the right to display a Licensed Font on video media in the context of online streaming services, television broadcast/cable, and cinema/film. The Streaming/TV/Cinema License is an extension license; a Desktop License for the specific Font must first be secured.

An agreement must be reached with Optimo regarding the usage of the Licensed Font in the specific video media context. The geographical territories where the specific video(s) is/are made available/shown and the number of titles/episodes (if applicable) must be agreed upon the license purchase.

You undertake to have the Font Software embedded in a secure manner such that it cannot be extracted from the Specified Media and/or by the staff member responsible for said media.

2.9. Server License

2.9.1. Definition

A server license (the "**Server License**") is required to install and use the Font Software on servers for any use specified in your Order.

2.9.2. Permissions and Restrictions of Use

The Server License grants you the right to install and use the Font Software on servers, which are accessible to remote users or website visitors for any use specified in your Order. The Server License is an extension license; a License (Desktop, Web, App, etc.) of the specific Font must be secure first.
If the Specified Servers are owned by third parties, you must inform said third parties of their obligation to comply with the terms and conditions of this Agreement. You represent and warrant that you control content on the Specified Servers.

An agreement must be reached with Optimo regarding the number of servers on which the Licensed Font will be stored and used.

2.10. Digital Ads License

2.10.1. Definition

A digital ads license (the "**Digital Ads License**") is required to display the Font Software on email newsletters and digital advertisements to be published on websites and mobile platforms.

2.10.2. Permissions and Restrictions of Use

The Digital Ads License grants you the right to display the Font Software on email newsletters and digital advertisements to be published on websites and mobile platforms. The Digital Ads License is an extension license; in the situation of HTML5 banners, a Web License for the specific Font must first be secured. Our fonts are exclusively available as Self-Hosting web fonts and, therefore, the server used to store graphic contents and font files of the email newsletters or digital ads must be secured. For other digital-ad formats, a Desktop License for the specific Font must be secured.

You can share your fonts with advertising providers for the creation of ads. You must inform such third parties of their obligation to comply with the terms and conditions of this Agreement. You represent and warrant that you control content on the Specified Servers. You undertake to have the Font Software embedded in a secure manner such that it cannot be extracted from or accessed outside of the Specified Email Newsletters or Digital Ads.

2.11. Political/Electoral Campaign License

An agreement must first be reached with Optimo to use the font in political or electoral campaigns.

2.12. Corporate License

A corporate license (the "**Corporate License**") is a tailored package that includes multiple font usages for corporate clients. An agreement must be reached with Optimo regarding the different usages.

2.13. Campaign License

A campaign license (the "**Campaign License**") is a customized package that includes different formats, based on a client's intended font usage. A Campaign License is usually provided to clients who wish to use a font for a campaign that will run for a specific duration. This license can also cover usage of the font in printed or digital form of out-of-home advertisements (OOH and DOOH) and promotional materials displayed in retail settings (POS and POP). An agreement must be reached with Optimo regarding the different usages.

2.14. Educational License

An educational license (the "**Educational License**") grants educational institutions the right to install the Font Software on their server and make it accessible to their teachers and students strictly for educational purposes. An agreement must be reached between Optimo and the institution regarding the usage details.

2.15. Trial License

2.15.1. Definition

A trial license (the "**Trial License**") allows Optimo's customers to use the Font Software for testing purposes.

2.15.2. Permissions and Restrictions of Use

Trial Licenses are available on download and delivered through the user account. The usage of the Font Software is strictly limited to the Licensee for testing, evaluation and pitching purposes (and must remain within an internal and non-commercial context). Trial Licenses are provided with a limited character set and kerning Font Software.

2.16. Student License

2.16.1. Definition

A student license (the "**Student License**") grants students the right to install the Font Software on their personal computer and use it until the end of their studies.

<u>2.16.2. Permissions and Restrictions of Use</u>

Student Licenses are available at a discount price of 80% through the student user account. The usage of the Font Software is strictly limited to the Licensee for educational purposes (and must remain within internal and non-commercial context). For any further use after the end of the studies, an update of the Student License to a Standard License will be required.

2.17. Other Uses

If you wish to employ the Font Software for any other uses, you must contact Optimo to arrange an agreement.

3. License Purchase Price

The Licensee shall pay to Optimo a non-refundable license purchase price. The applicable purchase prices are set out on Optimo's Website. Optimo reserves its rights to amend the license purchase prices at any time without notice.

No refund on the license purchase price will occur if the number of Licensed Units and/or the number of Specified License Uses specified in the Order is eventually reduced or if you decide to discontinue, in whole or in part, the use of the Licensed Fonts.

4. Intellectual Property Rights

The Licensee understands and agrees that the Font Software, and all copies thereof, and the Licensed Fonts are the sole and exclusive property of Optimo, and the Font Software's structure, organization and code are valuable trade secrets of Optimo.

This Agreement does not grant the Licensee any right to Intellectual Property Rights in of Font Software or in the Licensed Fonts. "**Intellectual Property Rights**" includes all trademarks, patents, patent applications, non-patented inventions, designs, design applications, non-registered designs, copyrights, trade secrets, know-how and any other intellectual property related to the Font Software and the Licensed Fonts.

You shall ensure that any copy that the Licensee is permitted to make pursuant to this Agreement contains all copyright, trademark and any other proprietary notices (the "**Notices**") present on the purchased Font Software. You agree not to alter the Notices as contained in the Font Software.

You acknowledge that the Font Software and the Licensed Fonts are protected, in particular under the applicable intellectual property laws. You acknowledge and

agree that all intellectual property rights relating to software held by Optimo (such as the Font Software and any other programming used or developed by Optimo, in particular for the sale of typographic characters) are the sole and exclusive property and right of Optimo, both during the term of this Agreement and after its expiry. You shall refrain from taking any step that may infringe, impair or otherwise jeopardize Optimo's intellectual property rights relating to such software.

5. Permissions and Restrictions of Use

In addition to the specific permissions and restrictions of use set out in Article 2, you shall at all times comply with the following obligations:

(a) unless authorized under the applicable law, you shall not decompile, adapt, translate, reverse engineer, disassemble, alter, discover or modify in any other manner the source code of the Font Software or its format. You do not have the right to modify or in any way alter the Font Software, the Licensed Fonts and/or the drawings contained in the downloaded files for private use, business use, resale, further distribution or any other purpose whatsoever, including by use of any artificial intelligence or any similar generative or automated system, application, or process;

(b) you shall undertake all the necessary steps to prevent unauthorized access to the Font Software or the Licensed Fonts, and to any copies as such. In particular, you hereby undertake not to copy, resell, redistribute, sub-license, or transfer by any technical means the Font Software to third parties. You shall inform your employees and representatives and anyone granted access to the Font Software about the terms and conditions of this Agreement and shall ensure that they comply with those terms and conditions;

(c) you shall not use the names of the Font Software, the Licensed Fonts, and/or Optimo to identify any products or services that are similar or identical to the Font Software or to the Licensed Fonts;

(d) you shall use any artwork derived from the Font Software or the Licensed Fonts (in particular EPS files or other electronic works) according to the terms and conditions of this Agreement; and

(e) to reproduce a particular document, you are allowed to send a copy of the Font Software to a printer or service bureau for final output. In the case of such an event, you shall ensure that the printer or the service bureau completely erases any copy of the Font Software upon completion of the work.

6. Representations and Warranties

You represent and warrant that you are a retail customer and do not act as a distributor, reseller, dealer, sub-licensor, original equipment manufacturer (OEM), or wholesale buyer in connection with the Font Software and/or the Licensed Fonts.

Optimo represents and warrants that, to its knowledge after commercially reasonable due diligence, neither the Font Software or License Fonts infringe intellectual property rights of any third party.

7. Licensee's Liability

In the event of a use of the Font Software or of the Licensed Fonts without a valid or adequate License, the infringer shall pay to Optimo a retroactive license for the illegitimate use. The price of the retroactive license shall be calculated based on the applicable license purchase price, plus an additional surcharge of at least 200%.

Without prejudice of the foregoing, Optimo reserves its right to claim for any damages, loss and costs (including attorneys's fees and expenses) that Optimo may incur or suffer in relation to any breach of this Agreement and to exercise any other rights and remedies, in particular appropriation of profits.

In the event that any part of the Font Software or Licensed Fonts are held in any suit or proceeding or in Optimo's opinion is likely to constitute infringement of intellectual property rights of any third party, Optimo may at its sole discretion and expense (i) terminate this Agreement and provide you with a refund of any amount paid for such Font Software during the Term, (ii) obtain for you the right to continue using such Font Software, or (iii) modify or replace the Font Software with non-infringing items, while providing substantially similar functionality.

Optimo's warranty is strictly limited to the replacement of the Font Software in case it does not perform substantially in accordance with the installation information. To submit a claim, you must notify Optimo in writing within fifteen (15) days of purchase. All other rights and remedies are excluded.

Except as stated in this Agreement, Optimo does not make any other representation or warranty, express or implied, pertaining to the subject matter of this Agreement, merchantability, fitness of the Font Software or the Licensed Fonts for any particular purpose or result you may have intended to obtain by using the Font Software or the use of Optimo's Website.

Optimo is not responsible and has no obligation to assist you for any installation or utilization problem of the Font Software and the Licensed Fonts on any Licensed

Units, computer, software, document, Website or any other platform, or medium, past, present and future, for any IT testing, installation and support and for any metrics or kerning issues.

Optimo is not responsible and has no obligation to upgrade the Font Software or the Licensed Fonts or to replace the Font Software or the Licensed Fonts with newer versions.

Notwithstanding anything to the contrary in this Agreement, save in case of willful intent or gross negligence, Optimo shall not be liable for any claims by third parties as well as any damage, loss and cost that you may incur or suffer. In particular, Optimo excludes its liability for any consequential, indirect or punitive damages of any kind, lost profits, lost business or opportunities, business interruption or loss of reputation.

8. Termination

Optimo shall be entitled to terminate this Agreement without notice upon failure by you to comply with its terms and conditions or in case of bankruptcy, or any similar proceedings, against the Licensee.

Upon notification of such termination, you shall return to Optimo any material furnished by Optimo in relation with the Font Software and erase any copies of the Font Software and the Licensed Fonts. Upon Optimo's request, the Licensee shall confirm in writing that all copies of the Font Software and the Licensed Fonts have been erased.

9. Miscellaneous

No Partnership—No Implied Rights. This Agreement shall in no event constitute or be construed as creating, expressly or tacitly, a partnership or a joint venture between the parties. In no event shall the Licensee be deemed to be an employee, a representative or an agent, disclosed or undisclosed, of Optimo.

Severability. In the case that one or several of the provisions of this Agreement should be declared null and void, invalid, or inapplicable for any reason, the other provisions of this Agreement shall remain valid and enforceable to the fullest extent possible.

Amendments. This Agreement can be modified at any time without prior notification by Optimo.

No Waiver. The waiver of a party to this Agreement to enforce its rights further to a breach by the other party of any of its obligations or the failure of a party to enforce any of the provisions of this Agreement or any of the rights in relation thereto shall

in no way be considered as a waiver of these provisions or rights, or affect the validity of this Agreement in any way, or be construed as a waiver of any prior or subsequent breach.

Assignment. The Licensee cannot, without prior written consent of Optimo, either in whole or in part, assign, transfer, or otherwise dispose of this Agreement, nor any right, claim, obligation, or duty under this Agreement.

10. Applicable Law and Jurisdiction

This Agreement is governed **by Swiss substantive law, to the exclusion of the Vienna Convention on the International Sale of Goods**.

Any dispute relating to this Agreement concerning in particular its validity, its interpretation, its execution, or its termination, is subject to the exclusive jurisdiction of the courts of the Canton of Geneva (Switzerland), subject to appeal to **the Swiss Supreme Court in Lausanne (Switzerland)**.