

App End-User License Agreement Mostardesign Type Foundry

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IMPORTANT: PLEASE READ CAREFULLY AND MAKE SURE YOU UNDERSTAND THIS EULA BEFORE ACCEPTING ITS TERMS. MOSTARDESIGN TYPE FOUNDRY WILL ONLY GRANT YOU A LICENSE TO USE THE FONT (AS DEFINED BELOW) IF YOU ACCEPT THE ENTIRE PROVISIONS OF THIS EULA AND ITS TERMS AND CONDITIONS.

1. Purpose

By downloading, installing and/or embedding font software ("Font") of Mostardesign Type Foundry or its distributors, you ("Licensee") agree to be bound by the following terms and conditions of this End User Licensing Agreement ("EULA").

For purposes of this EULA, Licensee shall mean any physical person or legal entity willing to be granted a license for the use of the Font. In case of a group of physical persons or legal entities, each of the corresponding persons or entities has to subscribe to a specific license.

The purpose of this EULA is to set out the terms and conditions of use of the Font licensed by Mostardesign Type Foundry to Licensee, as well as the rights and obligations of the Mostardesign Type Foundry and Licensee in that regard.

This EULA shall prevail over any other general or special terms and conditions not expressly agreed by Mostardesign Type Foundry. This EULA forms a contractual whole together with the quotation or invoice validated by Licensee ("Invoice"). In the case of any inconsistency between this EULA and the Invoice, the Invoice shall prevail.

2. Acceptance of this EULA

The validation and payment of the Invoice for the App use of the Font, as provided for herein, entail full and complete acceptance of this EULA.

This acceptance can only be full and complete. Any qualified acceptance of this EULA is considered as null and void. If Licensee does not accept to be bound by this EULA, Licensee must not subscribe for the App use of the Font.

3. Scope of the license

3.1 Rights Granted

Mostardesign Type Foundry hereby grants Licensee with a worldwide, non-exclusive and non-transferable license, for the term set out in article "Term", to:

a. App that embed the Font must not have a combined total number of Monthly Active Users ("MAU") that exceeds the quantity indicated on the applicable order receipt ("Receipt").

MAU can be calculated in two ways: (1) As the combined, total number of unique users that have accessed or otherwise used the Apps in the last 30 days. (2) As the combined total number of downloads of all Apps.

b. Embed the licensed Font into an unlimited number of copies and subsequent versions of the application(s) ("App" or "Apps").

c. Licensee is permitted to subset or convert the Font format to improve the Font's performance in the App.

d. The Licensee is permitted to make a reasonable number of backup copies of the Font for disaster recovery purposes only.

e. The Licensee is permitted to upload the Font to a server or a cloud-based storage service that is owned, leased, or otherwise controlled by Licensee, for the purpose of storage, asset management, and retrieval by Licensee only.

3.2 Requirements and Restrictions

Licensee agrees to abide by the following requirements and restrictions:

a. Licensee may embed the Font into ONLY the number of Apps specified in the Invoice.

b. Licensee may not redistribute the Font with the App's source code.

c. Licensee may not install the Font in the operating system the App runs on.

d. Licensee may not embed the Font in an App that enables an end user to create custom typesetting with the Font (e.g. Photoshop Express for iOS, etc.).

e. Licensee may embed the Font in reports that the App saves or exports, provided that the reports are not sold for profit.

f. Licensee may only embed the Font into Apps that it owns or controls.

g. Licensee shall refrain from:

- Proceeding to any form of commercial use of the Font or its marketing to any third-party;
- Assigning, providing, lending, renting the Font, granting sublicenses or any other right of use, to any third party, other than Users and, where applicable, Subcontractors pursuant to the above provisions, all or part of the Font;
- Compiling, decompiling, disassembling, translating, analyzing, reverse engineering the Font or attempting to do so, except to the extent permitted by law;
- Using the Font to develop a competing product;
- More generally, proceeding to any act of use or exploitation of the Font not included in the rights granted within this EULA.

3.3 Provision to subcontractors

The Licensee may temporarily provide the Font to a third party aiding in development or design for the App who is working on behalf of the Licensee ("Subcontractors").

The Subcontractors must:

- (1) Agree in writing to use the Font exclusively for Licensee's work, according to the terms of this EULA.
- (2) Retain no copies of the Font upon completion of the work.

3.4 Other Usage

Licenses other uses than those granted through this EULA may be available for an additional fee and the granting of specific end-user license agreements.

License by another person to which Licensee may be linked with or another entity of the group to which Licensee may belong shall be subject to a separate agreement.

3.5 Modifications of the Font

Licensee may not modify the Font or create derivative works based upon the Font without prior written consent from Mostardesign Type Foundry or the owning Foundry ("Foundry") EXCEPT THAT Licensee may generate files necessary for embedding or linking in accordance with this EULA.

4. Copyright

The Font, as well as the systems, software, structures, infrastructures, databases, codes and contents of any nature whatsoever (text, images, graphics, logos, trademarks, etc.) used by Mostardesign Type Foundry for operating the Font, are protected by all intellectual property rights in force.

Licensee is solely granted a license to use the Font pursuant to the provisions and the restrictions set forth herein.

Therefore, any dismantling, decompilation, deciphering, extracting, reusing, copying and, more generally, any reproduction, representation, publishing or use of all or part of any of the items comprised in the Font, without Mostardesign Type Foundry's prior express consent, is strictly prohibited and may lead to prosecution.

5. Term

This EULA enters into force at validation and payment of the Invoice. Licensee is granted a license for the rights set forth in Section "Scope of the License", for an unlimited term. Without prejudice to termination provided for in Section "Termination for breach", it may be terminated at any time by either Mostardesign Type Foundry or Licensee by the sending of a registered letter with acknowledgement of receipt, subject to a notice period of 2 (two) months.

6. Financial conditions

The fees for the App use of the Font, as provided for herein, are indicated in the Invoice. These fees must be paid at the date of the subscription of this EULA, prior to the installation and the App use of the Font.

Mostardesign Type Foundry will not charge additional fees post purchase, annually or otherwise other than the fees set out in the Invoice.

Any payment delay of all or part of the fees at their due term, shall automatically entail, without prejudice to the provisions set out in Section "Termination for breach", and from the day following the payment date indicated in the Invoice, the invoicing by Mostardesign Type Foundry of a late payment interest, payable for the mere fact of expiry of the contractual term, at the rate of 3 (three) times the legal interest rate, calculated on the total of all due amount that were not paid on time, as well as a lump sum of 40 (forty) euros for costs recovery. This rate shall be calculated based on periods of one calendar month. Any month started shall be counted as a whole month.

7. Termination for breach

In the event of breach by Licensee of any of its obligations herein, this EULA may be fully terminated 30 (thirty) days after Licensee has received notice from Mostardesign Type Foundry by registered letter with acknowledgement of receipt, and this having received no response, stating Mostardesign Type Foundry's intention to apply this clause, and this without prejudice of any damages that could be claimed to.

8. Obligations and responsibility of the parties

8.1 Obligations and warranties of Licensee

Licensee undertakes, in its use of the Font, to comply with this EULA, as well as with the laws and regulations in force and not to violate public order or infringe the rights of any third party. It undertakes to ensure the Users comply with the obligations set out herein.

Licensee is solely responsible of its use of the Font.

Licensee undertakes to defend, indemnify and hold Mostardesign Type Foundry harmless from and against any claims, demands, actions and/or grievances whatsoever, that Mostardesign Type Foundry could incur as a result of a breach by Licensee of any one of its obligations or guarantees herein, as well as to fully indemnify Mostardesign Type Foundry for any fees, expenses, indemnities and/or charges that Mostardesign Type Foundry could incur as a result of such a breach.

8.2 Obligations and responsibility of Mostardesign Type Foundry

Mostardesign Type Foundry undertakes to provide Licensee with all documents, data and information and more generally, all items necessary for the appropriate performance of this EULA, including the Font and more generally, all the elements that are required to an optimal use of the Font pursuant to the provisions set forth herein.

Mostardesign Type Foundry shall use all the necessary means to ensure a proper use of the Font, in accordance with its documentation of use. It is Licensee's responsibility to notify Mostardesign Type Foundry with any malfunction of the Font, in attempting to provide as much information as possible. If Mostardesign Type Foundry finds out that the notified malfunction does not originate from the Font, it shall inform so Licensee without delay. Otherwise, Mostardesign Type Foundry shall implement the necessary means to correct the malfunction within a time limit it shall assess, depending of the nature of the malfunction.

The Font is provided "as is." Mostardesign Type Foundry makes no warranty of any kind, either expressed or implied, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose.

Besides, Mostardesign Type Foundry should not be held responsible in case of momentary difficulty or impossibility to use the Font because of circumstances being outside the Mostardesign Type Foundry's control, force majeure, or any disruption in the telecommunications network.

In any event:

- (i) Mostardesign Type Foundry shall not be liable for any direct, indirect, consequential, or incidental damages (including damages from loss of business profits, business interruption, loss of business information, and the like) arising out of the use of or inability to use the Font even if Mostardesign Type Foundry has been advised of the possibility of such damages;
- (ii) In case Licensee is a professional client, Mostardesign Type Foundry's responsibility shall be limited to the fees paid by Licensee in return for the App use of the Font, as set out in Section "Financial conditions". Even so, Mostardesign Type Foundry shall be held liable only in case Licensee issue a claim by registered letter with acknowledgement of receipt within one month of the event giving rise to the alleged damage.

9. Miscellaneous

9.1 Relations between the parties

It is expressly agreed that neither party may invoke any of the provisions of this EULA in order to claim in any way that they have the status of an agent, representative or employee of the other party, or to commit the other party vis-à-vis third parties.

No legal structure of any kind is formed herein between the parties, with each of them remaining entirely independent and maintaining their own responsibilities and customers.

9.2 Partial non-validity and amendments

The nullity or inapplicability of any of the provisions of this EULA shall not entail the nullity of the other provisions, which shall retain their force and scope. The parties shall come together to decide in good faith on the amendments necessary to place each of them in an economic situation comparable to that which would have resulted from the application of the clause subject to nullity.

Any modification or amendment to this EULA must be subject to a written addendum between the parties.

9.3 Non-waiver

If one of the parties does not enforce any of their rights or does not demand the execution of any of the obligations or responsibilities of the other party under this EULA, this shall not in itself be regarded as a waiver by such party of their rights, obligations and responsibilities under this EULA.

10. Governing Law

This EULA is governed by the laws of France

In case Licensee is a professional client, in the event of any dispute that may arise in connection with its interpretation, its validity or its enforcement, the parties shall attempt to settle amicably this dispute. Should the Parties fail to reach to an amicable settlement within a period of 2 (two) months after the date of the first notice sent by one party to the other party, this dispute shall be subject to the exclusive jurisdiction of the courts of Perigueux (France), save conflicting mandatory rules of practice.