

ABC ETC INC.

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END USER LICENSE AGREEMENT The terms and conditions of this End User License Agreement (“EULA”) form a part of all ABC proposals and control all deliverables and services of ABC. This EULA governs font uses via abc-etc.com, and/or the ABC font software or other deliverables and all users agree to be bound to the terms and conditions in this EULA. By buying, ordering, storing, opening, providing access to and/ or using ABC font software, or by using the abc-etc.com website you agree to the Terms and Conditions in this EULA. If do not agree to this License or any of its terms and condition, do not download, access, and/or use the font software or the abc-etc.com website. You expressly agree that you have read this license agreement.

1 LICENSE RIGHTS

1.1 TERMS OF CLARIFICATION

This License Agreement is the entire agreement and the term “End User” may refer to one or several individual(s) using the font software and may also refer to a company, business entity, institution or other organization, within which one or multiple users have access to the font software. The design of the type font and/or the font software that is the subject of this agreement is the intellectual property of ABC. For purposes of clarity, the term “font software” is used for “Font”, “The Typeface”, “The Software”, or any combination thereof. The term “font software” includes any and all updates, upgrades, expansions, modified versions and working copies of the font software.

1.2 PROPRIETARY RIGHTS

The Font Software and the design of the font embodied therein are the exclusive property of ABC and ABC is the sole owner of all copyrights, trademarks and exploitation rights associated with designs of the font and the Font Software around the world, whether registered or not. The Licensee expressly agrees that the Font Software any documentation, and all copies thereof, are owned by ABC.

1.3 COPYING SOFTWARE

With the exception copying allowed by law, copying the Font Software is not permitted. Any and all copies that the Licensee is permitted to make on the basis of this agreement, or under law, must contain the same copyright, trademark, and other property clauses as those on or contained within the Font Software. The Licensee declares not to modify, adapt, or translate the font software or the design embodied therein, nor reproduce, decompile, disassemble, reverse-engineer, change, modify or otherwise attempt to reveal the source code of the font software. The Licensee also agrees to use the trademarks that are connected to the font software accordingly and to accept usage of the trademarks, including the identification of the owner of the respective trademark. These trademarks may only be used for the purpose of identifying the font software.

2 GENERAL USAGE RIGHTS

2.1 USAGE

Upon full payment of the agreed-upon license/usage fee, ABC will permit the Licensee the non-exclusive, nontransferable, non-sublicensable right and license, to use the Font Software subject to the terms and conditions of this EULA or an agreement relevant to the particular licensed use.

2.2 END USERS

All users of the Font Software needs to be a licensed End User and all End Users agree to Act within the parameters of the EULA applicable to their right to use the Font Software.



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2.3 ACQUISITION

ABC provides Licenses the use of the Font Software directly to End Users only and does not offer licenses through intermediaries or resellers. Agencies, companies and individuals sourcing and acquiring licenses on behalf of their clients are fully responsible for the accurate and truthful communication with ABC of complete and accurate user information as well as, the scope of their client's intended use of the font software which includes, comprehensive client information. The contractual relationship formed by this License Agreement is formed between ABC ETC INC and the actual End User. Licensing.

2.4 LICENSE TRANSFERRING

Transferring a license to a third party is not permitted. Unless otherwise expressly permitted in their ABC License, any subsidiary company, affiliate company, servicing or production company, design agency, freelancer and/or any other third party carrying out work on behalf of the Licensee and making active use of the font software, is required to buy their own, separate license directly from ABC.

2.5 PERMITTED TRANSFER OF FILES

For the exclusive purpose of outputting certain files, the Licensee is permitted to transfer a copy of the font software used for creating the relevant file, to commercial printers, pre-press or other service company on the condition that there will be no active use of the font software (i.e., for text editing, corrections, etc.). In the event the service company needs to use the font software, the service company must purchase its own license. The Licensee is obliged to inform any such commercial printer, pre-press, or service company of the content and restrictions stated in this License Agreement.

2.6 FONTS EMBEDDING

If the Licensee intends or desires to create a document containing embedded Font Software wherein the Font can be accessed and edited, a request must be made to ABC who are under no obligation to allow such rights. Under certain conditions, ABC may permit embedding fonts in editable documents and will then arrange a license extension for font embedding, subject to an additional fee.

2.7 TRIAL FONTS & LICENCE

ABC may grant individual users or companies a Trial License for the sole purpose of evaluating the Font Software in the context of their own work. A Trial License entitles users to test the Font Software for both print and web/electronic use, and to create test documents, test visuals or test web pages for the purpose of examining the Font Software's aesthetic properties, or for its presentation to clients or other interested parties. Any further internal, external, or public use is strictly prohibited, especially the creation and dissemination of visuals of any kind, as is any use for purposes

other than testing, evaluation and presentation of the font software or its application in prospective use. Test font files, may they be full versions or subsetted versions with limited glyph sets, and are protected by this EULA. Testing only Font Software may not be re-distributed nor made available to anyone by Licensee. Use of the Font Software or the data contained within the test font files also excludes modifying, reassembling, renaming, storing on publicly available servers, redistributing, gifting and/or selling.

2.8 MISUSES & INFRINGEMENTS

Use of Font Software without a valid and/or proper license, constitutes an infringement of ABC's rights. You expressly agree that any breach of the terms and conditions of this license could cause irreparable harm to ABC for which monetary damages may be inadequate or difficult to ascertain, and therefore, agree that ABC will have the right to seek injunctive relief for breach hereunder, without the obligation of bond and without limiting any other rights or remedies that may be available to ABC for any breach.

In addition, use of the font software without any valid and/or adequate licensing constitutes an obligation of every infringer (including agencies, companies or individuals acting as procurer) to pay ABC ETC INC a retroactive license adequate for the improper use of the Font Software.

3 SPECIFIC USAGE RIGHTS

3.1 LICENSE AND EXTENSIONS

License extensions are needed for a variety of additional usages, e.g. use by more than 5 (five) employees and/or use at more than 1 (one) separate business location of 1 (one) company/business entity/institution; use in or on websites, apps, online advertising, out-of-home advertising, TV, cinema, social media, streaming video, digital point of sale, merchandise, logos, word-marks, electronic device displays, business document systems, e-publishing, etc. In the event that any such extensions to a desktop license become necessary; the Licensee is obliged to purchase the appropriate license extension directly from ABC.

3.2 DESKTOP

The basic desktop license consists of the right to store the font software on maximum 5 (five) computers (workstations) and use by maximum 5 (five) employees of 1 (one) single company, business entity and/or institution only and restricted to 1 (one) single business location stipulated by the Licensee at the time of the license purchase. A desktop license allows the Licensee to design, produce, and edit printable and digital assets, and includes basic publication rights for printed text media such as for print correspondence, books, periodicals, flyers, brochures, etc. Additional licensing may be required for corporate, commercial and/or campaign print use.



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3.3 WEBSITES

ABC also licenses purpose-created webfont packages for dynamic online rendering on websites. The use of ABC webfonts on websites requires a license which is permitted for a specific domain (URL). The license is calculated according to the number of average monthly page view figures. A web license includes an additional domain for development purposes. The Licensee is allowed to self-host the provided webfonts on all registered domains and their subdomains and include them via the @font-face feature. The CSS-file which refers to the webfonts must quote ABC ETC's disclaimer in unchanged wording. ABC neither collaborates with any cloud-based hosting service nor does it permit the hosting of ABC Font Software through any such service. ABC webfonts are provided only for self-hosting.

3.4 APPS

A license extension is required for the use of Font Software in native apps, web apps, or hybrid apps, on mobile or stationary devices, for example personal computers, smart phones, entertainment systems, game consoles, medical instruments, etc. Licenses are calculated according to the number of downloads/installations.

3.5 ELECTRONIC PUBLISHING

A license extension is required for the use of the Font Software to create and publish eBooks, e-magazines or any digital periodicals, brochures, catalogues, etc., to be read online or offline, on computers, e-readers, tablets, smartphones, or any other electronic device.

3.6 SOCIAL MEDIA AND STREAMING VIDEO

A license extension is required for use of the Font Software within static images and streaming video published on social media channels and on website domains.

3.7 OUT-OF-HOME (OOH/DOOH)

A license extension is required for use of the font software to create and publish out-of-home advertising, both in printed (OOH, "Out-of-Home") or digital (DOOH, "Digital Out-of-Home") form, such as on billboards, street furniture, moving vehicles, etc. This license extension covers use within defined territories.

3.8 TV & CINEMA

A license extension is required for use of the font software in audiovisual productions for exploitation on all television (such as channel branding, show identification and promotion, TV ads, etc.), in cinema (movies, trailers, cinema ads, etc.), in online and wireless media, video-on-demand (VoD), download-to-own (DTO) and in audio-visual productions stored on static media. Such licensing extension covers use in specific media, within defined geographic territories. For use in streaming video on social media and on websites, see Article 3.12 of this EULA.

3.9 LOGOS AND BRAND MARKS

For the purpose of creating static/animated logos, word marks, trademarks, taglines, brand claims or slogans, for branding or advertising purposes of a company, product, service, individual, recording artist or band, institution, association, sports club, event, political party, etc., the use of the Font Software, in whole, in parts, or by way of modification of outlines using editing software capable of such modification, is subject to an additional licensing fee for the public exploitation of any such graphic element. If you are not sure that your use is permitted, you must contact ABC for clarification and, if appropriate, the purchase of an additional license.

3.10 MERCHANDISE

A license extension is required for use of the font software to print, stamp, emboss, engrave, decorate, adorn or otherwise manufacture commercial and/or promotional merchandise such as apparel, accessories, presentation packaging, letterform products/objects, etc.

3.11 ELECTRONIC DEVICE DISPLAYS

A license extension is required for the use of the Font Software to create and publish within device displays such as, by way of example, not limitation, ATMs, ticket machines, dashboards, entertainment products, household appliances, power tools, etc.

3.12 ONLINE ADVERTISING

A license extension is required for use of the Font Software to create and publish online advertising on websites and mobile platforms, such as banners, pop-ups, floating ads, video ads, HTML ads, email newsletters, etc. This license is an extension to the desktop license, or in the case of HTML5 ads, an additional web font license. The webfonts used for HTML ads must be stored together with all other ad content (e.g., static images) on the same ad server location.

3.13 CIRCULATION/PUBLICATION OF PDF FILES

The Licensee may, for personal or internal business use only, embed the font software in PDF files only when such documents are in "READ-ONLY" mode. A license extension is required for embedding the Font Software in external business PDF documents (see 3.5 of this EULA).

3.14 STORAGE ON SERVERS

The Licensee may install the font software on a single type server for use on a single local area network (LAN), only when the use of such font software is limited to those workstations and printers that are part of the licensed unit to which the server is connected. The font software may not be installed or used on a server that can be accessed via the internet or other external network system (a system other than LAN), or by workstations which are not part of a licensed unit. Font Software used with a server-based appli-



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cation such as those used in Business Document Systems, require a license extension for servers.

3.15 POLITICS AND RELIGIONS

Use of the font software for the dissemination of words and images for any form of political campaign, for and by Religious organizations political or politically motivated religious messages (slogans, logos, claims, etc.) or any public use by political parties, political and religious organizations, lobbying institutions, think tanks, action committees, etc. (including use for political branding and/or design purposes) is subject to a prior request to and, the express agreement of ABC.

3.16 ADDITIONAL USAGE

Any usage not identified in this License, or in any future technologies yet to be invented, may be subject to additional licensing. This also applies to holders of Font Software licenses predating such requirement who wish to use the font software for such purposes.

4 EXCLUSION OF OTHER USAGE

4.1 TRANSFER

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4.2 REPRODUCTION/MODIFICATION

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4.3 EXCEPTIONS

Exceptions to subsection 4.2 of this License Agreement are only permitted as is required and limited to being essential to obtaining the necessary information for establishing interoperability of the software with other programs, provided this information is neither published nor accessible in any other form, AND if the Licensee is unable to obtain said information from ABC directly. In such a circumstance, the Licensee agrees to inform ABC in writing which portions of the software the Licensee is seeking to decompile, prior to engaging in such activity.

5 WARRANTY AND LIABILITY

5.1 WARRANTY

If the Font Software is defective, you agree to inform ABC within 30 (thirty) calendar days after downloading or receiving the font software and ABC will provide you with replacement Font Software. To make a warranty claim, the Licensee must inform ABC within 30 (thirty) calendar days from discovery date and must return the font software, including a copy of the sales receipt, to ABC within the 90-day warranty claim period after downloading or receiving the font software. Should the Font Software not be essentially free from material defect in accordance with the documentation, the entire and exclusive liability of ABC and your sole remedy shall be limited at ABC to either the replacement of the Software or the refund of the license fee that the Licensee prepaid for the Software, either as ABC may solely choose. The foregoing states the sole and exclusive remedies for ABC or its suppliers' breach of warranty. Software is never completely error-free. The Font Software may therefore contain minor errors which could affect functionality and operation (minor defects). Warranty claims for such minor defects are excluded.

5.2 INTELLECTUAL PROPERTY AND INFRINGEMENT

ABC limits any representations and warranties that (a) the font software, or its permitted use, does not and will not give rise to or result in any credible claim of infringement or misappropriation of any patent, copyright, trade secret, or any violation of any other intellectual property right of any third party, and (b) ABC has the right to license the Font Software to Licensee under the terms and conditions of this License.

5.3 LIMITATION OF LIABILITY

If any third party raises such a credible infringement claim, the licensee must inform ABC immediately, comprehensively and in writing, sufficient to enable ABC to review and respond to any such credible claim. ABC may, at its expense and choice, (i) modify or exchange the Font Software to render no longer subject to any such claim or (ii) replace the Font Software or any portion thereof with equally suitable and equivalent non-infringing data. If none of the foregoing



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is commercially practicable, ABC shall be entitled to terminate the Agreement and refund a pro-rata amount of the prepaid License Fee paid hereunder. Any liability of ABC for any indirect, incidental, or consequent damage or lost profit is expressly excluded.

This section sets forth the full extent of ABC's liability to the Licensee and Licensee's sole remedies with respect to any third-party claims under this License Agreement.

6 TERMINATION

6.1 TERMINATION IN CASE OF SERIOUS BREACH

If the Licensee breaches any term or condition of this License Agreement, ABC shall have the right to terminate the Agreement. In such a circumstance, the license and right of use is terminated with immediate effect. Breach shall mean any non-conformity to the terms and conditions of this License Agreement that cannot be quickly and easily capable of remedy.

6.2 TERMINATION IN CASE OF MINOR BREACH

Where a breach is minor and capable of remedy, the Licensee will be advised by ABC in writing (e.g., email) detailing the specificity of the breach. ABC shall have no obligation to send any such notice and ABC's failure to notice a breach and/or send such a notice. In the event of a breach the parties may agree (i) revise this License Agreement to include such breaching use and adjust the usage fee to provide ABC an appropriate license fee, or (ii) the Licensee will cease use within 10 (ten) days and pay ABC ETC a reasonable fee for the period of the usage (see 2.7, paragraph 2 of this agreement). If a breach has not been rectified to the complete satisfaction of ABC within 10 (ten) days of receipt of such notification, ABC has the right to terminate the Agreement, the license and the right of use with immediate effect.

6.3 TERMINATION CONDITIONS

In any case of termination, the Licensee's usage rights of the font software, guaranteed under this EULA, shall become immediately null and void and no further use of the font software shall be allowed. ABC reserves all rights under law and equity.

7 FINAL TERMS

7.1 AGREEMENT

This License Agreement (EULA) constitutes the entire agreement between the parties. No further oral agreements have been made on this subject matter. Amendments to this License Agreement or extensions to the rights licensed under this Agreement to these terms shall be in writing.

7.2 CHANGES

ABC reserves the right to modify at any time the terms and conditions of this EULA. Such changes in the EULA are made public through their publication on the website abc-etc.com.

7.3 VALIDITY OF AGREEMENT

This Agreement shall be interpreted, construed, and enforced under the laws of the State of New York, USA, as they apply to an agreement negotiated and entered into within the State of New York, USA. The United Nations Convention on Contracts for the International Sale of Goods (Vienna 1980) as well as the United Nations Convention on the Law applicable to International Sales of Goods (Den Haag 1955) shall not apply. If ABC is obligated to go to court to enforce any of its rights, the Licensee agrees to reimburse ABC for its costs, legal fees, and disbursements if ABC is successful.

7.4 DISPUTES

Any and all disputes arising from, or in connection with this contract, as well as any dispute over the materialization of this contract, are exclusively subject to the LAW OF The USA without regard to any conflict of law principles, and excluding in particular the United Nations Convention on Contracts for the International Sale of Goods (Vienna 1980) as well as the United Nations Convention on the Law applicable to International Sales of Goods (Den Haag 1955). The rights and obligations of the parties arising from this contract are based on US law, even in the event that the exertion or breach of contractual rights takes place in a foreign country.

7.5 JURISDICTION

The parties expressly consent to the personal jurisdiction of the state and federal courts of the State of New York. Licensee agrees that the United States District Court for the Southern or Eastern District of New York located in New York City are the agreed and appropriate forums for any such suit, and consent to service of process by registered mail or overnight courier with proof of delivery.

8 CONFIDENTIALITY

8.1 UNAUTHORIZED ACCESS

The Licensee is obliged to undertake all necessary steps to prevent unauthorized access to the font software and to any copies of such.

8.2 LICENSE COMPLIANCE

The Licensee agrees to inform employees and representatives, and anyone who is granted access to the Font Software of the terms and conditions of this License Agreement.