



FRERE-JONES TYPE DESKTOP END USER LICENSE AGREEMENT

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“Order Confirmation” means the electronic document you receive confirming the Font Software you have licensed.

“User” means a person who installs and uses the Font Software in accordance with the terms of this License, and who is either (i) the named Licensee where Licensee is an individual; or (ii) an employee of Licensee; or (ii) a freelance worker who is providing professional services to Licensee as an independent contractor and performing work expressly for the benefit of Licensee.

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You shall ensure that all Users are made aware of, understand and agree to comply with the terms of this Agreement. Any breach of this Agreement by a User will be deemed a breach by you. You may change Users over time, only in accordance with the terms of this Agreement.

You shall ensure that all former Users, including any freelance workers who cease working for you, delete all copies of the Font Software from their devices and any electronic storage pertaining to such former Users, including email, immediately after completing their work on your behalf. If any such former Users wish to use the Font Software for any other purpose, they must first obtain an appropriate license from Frere-Jones Type.

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You may embed the Font Software into electronic documents (such as PDF or Microsoft Word files), only when: (i) the Font Software is subset; (ii) the document text can be viewed and printed but not edited (this embedding restriction (ii) does not apply to licenses for Seaford Font Software); and (iii) any such document is distributed in a secure format so that the embedded Font Software cannot be extracted. All other embedding of the Font Software is strictly prohibited: see Section 4. below for further details on embedding restrictions.

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You may install the Font Software on, and allow authorized Users within your Organization to access the Font Software via, a single secure font file server (whether locally or externally hosted), only when: (i) you exclusively control access to the server; (ii) no unauthorized or non-licensed third parties have access to the Font Software; and (iii) the number of Users that can access the

Font Software does not exceed the number of Users specified on your Order Confirmation. The server itself counts as one User.

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You may upload the Font Software to a cloud-based or externally hosted design application that accepts uploaded fonts (such as Figma or Canva) (“Design Application”), only when: (i) the number of Users that can access the Font Software, including all Users with access to the Font Software via the Design Application, does not exceed the number of Users specified on your Order Confirmation; and (ii) the cloud platform has security measures in place to ensure that the Font Software cannot be accessed or used by unauthorized or non-licensed users, either within or outside your Organization, or extracted or downloaded from the Design Application.

In using the Design Application, you shall not embed or use the Font Software: (a) in any template that is sold or distributed outside your Organization, (b) to style text on any website using the CSS @font-face rule or any other technology; or (c) in any other way that conflicts with any term of this License. If you wish to use the Font Software for any such purpose, a separate license must be obtained from Frere-Jones Type for an additional fee.

3.5 Back-up Copy

You may make a single back-up copy of the Font Software for archival purposes only. You shall keep any such back-up copy secure and retain exclusive custody and control over such back-up copy.

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You may provide a copy of the Font Software to a commercial printer or service bureau (“Printer”) for the sole purpose of reproducing a particular document, only if the Printer agrees in writing to comply with the terms of this Agreement and delete all copies of the Font Software immediately after completing the work. In the event of modifications to the document or if the Printer wishes to use the Font Software for any other purpose, the Printer must first obtain an appropriate license from Frere-Jones Type.

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- Digital advertising – using the Font Software in HTML5 advertising, or other banners or pop-up advertising distributed through third party web servers, requires purchase of a Digital Advertising license;
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- Broadcast advertising – use of the Font Software in television commercials or promotional video/film content as part of a paid advertising campaign, whether on social media platforms, television, Internet, streaming platforms or otherwise, requires purchase of a Broadcast Advertising license;
- Letterform products – use of the Font Software in the creation of letterform products for sale where the product consists of individual letterforms (including adhesive alphabet products, die-cut products, stencil products, rubber stamps and rub-on letters), requires purchase of a desktop license extension;
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4.2 No Generative Artificial Intelligence Use

You shall not use the Font Software, or the typeface designs rendered by the Font Software, in any manner for any machine learning or artificial intelligence purposes, including but not limited to purposes of training artificial intelligence technologies to generate text, images or any other content.

4.3 Distribution of the Font Software Is Prohibited (Including to Clients or Outside Agencies)

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4.4 Modifications to the Font Software Are Prohibited

You shall not, nor cause any third party to, modify, alter, translate, convert or otherwise change the Font Software in any manner whatsoever, including converting the Font Software into a different font format. You further agree not to, nor cause any third party to, reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code of the Font Software.

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You shall not, nor cause any third party to, create any customization, variant, adaptation or derivative work of the Font Software, or use the Font Software in connection with any font creation or font manipulation program for the purposes of creating a derivative or substitute version of the Font Software. You further agree not to create, nor cause any third party to create, any font software that incorporates or is based upon the typeface designs rendered by the Font Software. Any derivative works made in contravention of this Agreement shall be the sole and exclusive property of the owner of the Font Software and subject to the terms and conditions of this License.

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8. Indemnity

You agree to indemnify and hold Frere-Jones Type and its owners, agents and representatives harmless from and against all claims, damage, losses and expenses of any kind (including reasonable legal fees and costs) that may result from your use of the Font Software or your breach of this Agreement.

9. License Verification

At Frere-Jones Type's written request, you agree to provide complete and accurate information regarding your uses of the Font Software, including the number of Users who have access to the Font Software, so that Frere-Jones Type can verify your compliance with this Agreement. If this information reveals any non-compliance with this Agreement, you agree to promptly purchase any additional licenses for the Font Software necessary for you to be compliant with this Agreement and to cover any unlicensed uses. Your purchase of such additional licenses will not limit Frere-Jones Type's other rights or remedies.

10. Termination of Your License

This License is effective until terminated. Frere-Jones Type has the right to terminate your License immediately and without notice if you breach any of the terms of this Agreement. Frere-Jones Type expressly reserves the right to seek any and all remedies under law or equity, including but not limited to injunctive relief without the obligation of posting security or bond. Upon termination, you must immediately discontinue using and delete the Font Software and documentation, including any copies, and certify that no copy remains in your possession or control.

11. Compliance with Laws

You agree to comply with all laws, foreign and domestic, relating to the control of exports or the transfer of technology. If you are obtaining this License for government use or under a government contract, you agree to comply with all applicable rules and regulations relating to the licensing of software and the use of such software.

12. Entire Agreement

This Agreement, together with your Order Confirmation, constitutes the entire agreement between you and Frere-Jones Type and supersedes all prior negotiations, understandings or agreements between you and Frere-Jones Type concerning the Font Software. This Agreement may only be modified in writing signed by an authorized officer of Frere-Jones Type.

13. Governing Law

You agree that any disputes arising from or related to this Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflicts of law principles. You expressly submit to the exclusive jurisdiction of the state and federal courts of the State of New York sitting in New York City over any dispute arising out of or related to this Agreement or to the dealings between the parties during the term of this Agreement. You expressly waive any jurisdiction or venue defenses and agree to service of process by certified mail, return receipt requested. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

14. Non-Waiver

No waiver by Frere-Jones Type of any breach or default under this Agreement shall be deemed a continuing waiver or as a waiver of any other breach or default, and any failure by Frere-Jones Type to enforce any right or seek to remedy any breach under this Agreement shall not constitute a waiver of such rights.

15. Severability

If any provision of this Agreement is held to be invalid, void or unenforceable for any reason, such provision shall be eliminated from this Agreement or limited to the minimum extent such that the remaining provisions of the Agreement will continue in full force and effect.

16. Headings for Convenience Only

The headings of the various sections of this Agreement are for convenience of reference only and are not intended to control or affect the meaning or interpretation of the Agreement.

For more information, please contact licensing@frerejones.com.