

OMNITYPE

EULA

Version 1.7, June 2024

Contact

Omnitype Sàrl
Leonardo Azzolini, Simon Mager

Chemin de Borjod 35
1020 Renens
Switzerland

info@omnitype.ch
www.omnitype.ch

1 Opening

This is an agreement between Omnitype Sàrl (hereafter “Omnitype”) and the Licensee (License holder). By purchasing, or downloading, or installing, or using, or otherwise handling digital typeface software (hereafter “fonts”) by Omnitype, the Licensee automatically accepts the terms of this agreement and acknowledges understanding and complying with its terms. • The Licensee is not purchasing the copyright to the design or any other part of the fonts, but the right to use the fonts as specified in this agreement, according to the Licensee’s specified license type(s). • All uses of the fonts not specified in the license purchased and referenced on the Licensee’s invoice, require a separate license.

2 Desktop License

This license grants the right to install the fonts on a given number of work-stations. The number of work-stations onto which the Licensee may install the fonts depends on the license purchased and referenced on the Licensee’s invoice. If the number of work-stations increases, the license must be updated. In the case of the closure or merging of business entities, the license and the fonts cannot be transferred. • All licensed work-stations must legally belong to one business entity. If the business entity employs any third parties or self-employed or temporarily-employed freelancers, a separate license is necessary for those parties, unless otherwise stated on the Licensee’s invoice. • The fonts are provided in OTF format and may be used offline only. The Licensee can

make security copies of the fonts as long as they remain inaccessible to external parties. • When embedded in production files, a copy of the fonts may be shared with prepress and printing entities. If any of these external entities manipulate texts using fonts by Omnitype, an individual license is necessary for those parties. • The fonts may be embedded into public PDF files as vector outlines. • otf/ttf fonts must not be used to generate web-fonts.

3 Web License

This license grants the right to use the fonts on a given number of web domains. The number of websites onto which the Licensee may install the fonts, and the number of visitors these website(s) may serve, is dependent on the license purchased and referenced on the Licensee’s invoice. In the case of an increase in visitor numbers, the license must be updated on an annual basis. In the case of the closure of a website, the fonts and/or the license to use the fonts cannot be transferred. • The fonts for a web license are provided in Woff and woff2 formats and must be self-hosted on the Licensee’s server(s). • Web-fonts have to be acquired as such and cannot be generated from print-fonts or other files. They cannot be used for any purpose other than that defined by the license.

4 App License

This license grants the right to embed the fonts in a single app, that is specified on the license purchased and referenced on the Licensee’s invoice. With “Application” or “App” is meant the Application

software designed to run and function on any software platform, on any operating system. Additionally, with “App” or “Application” is meant: native app, web app, hybrid app, running on mobile or stationary devices, for example personal computers, smart phones, entertainment systems, game consoles, medical instruments, etc. A single App Font Licence covers Applications that are functionally equivalent across multiple platforms and operating systems. ● Licences are calculated according to the cumulative number of downloads of the specified App from different download platforms, and this amount is stated on the license purchased and referenced on the Licensee’s invoice. If the volume of downloads increases, the license must be updated. In the case of the closure or merging of business entities, the license and the fonts cannot be transferred. ● The fonts are provided in OTF format, upon request, TTF files can be delivered after the purchase. The Licensee can make security copies of the fonts as long as they remain inaccessible to external parties. ● App-fonts must not be used to generate web-fonts. ● This license does not cover video games executable on game consoles, desktop, and laptop computers.

5 Social Media License

This license grants the right to use the fonts in design elements like images and video clips on various social media channels (Instagram, TikTok, Facebook, Twitter, Snapchat, Youtube, etc). The combined amount of followers the social media channels may reach, is dependent on the license purchased and referenced on the Licensee’s invoice. ● In the case of an increase in the number of followers, the license must be updated on an annual basis. In the case of the closure of any of the social media channels under control of the Licensee, the fonts and/or the license to use the fonts cannot be transferred. ● The Social Media License is an extension of the Desktop License, which must be purchased in advance or simultaneously.

6 Broadcast License

This license grants the right to use the fonts in video and moving images being publicly transmitted via: TV (channel identity, show identity, advertisement), cinema (movies, trailers, advertisement), internet streaming (Vod), and DVD/Download to Own (DTO). The Broadcast License covers use within geographic territories defined on the license purchased and referenced on the Licensee’s invoice. ● In the case of an increase of the reach to additional geographic territories, the license must be updated on an annual basis. ● The Broadcast License is an extension of the Desktop License, which must be purchased in advance or simultaneously.

7 Logo License

This license grants the right to use the fonts in design elements such as static or animated logotypes, wordmarks, slogans etc. for the public dissemination such as the branding or the advertising purposes of a brand, company, institution, product, service, etc. ● The name of the company whose logo utilizes the licensed font must be included in the licensee’s invoice. ● It is allowed to use the outlined version of the licensed font to prepare the logotype, and to distribute it as design asset for public or internal use. The licensed font itself cannot be shared or distributed for logotype use as an .otf/ .ttf file. The licensee must ensure that the font is embedded securely to prevent any extraction or unauthorized access. ● This license allows to legally register a logotype using the licensed fonts as a trademark, at national and/or international levels.

8 Advertising License

This license grants the right to use the fonts to create and publish online advertisements and out-of-home campaigns. ● “Online advertisements” on websites and mobile platforms, comprise banners, pop-ups, floating ads, video ads, HTML ads, email newsletters, etc. ● OOH (“Out-of-Home”) and DOOH (“Digital Out-of-Home”) are both covered by this license, allowing use of the fonts in the public space such as on printed and/or animated billboards, street furniture, vehicles, audio-visual ads, etc. ● This license includes the use of the fonts for POS applications positioned in retail environments. ● This license is in addition 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.

9 Product License

This license grants the right to use the fonts on physical items like objects, clothing, accessories, hardware, designated for commercial sale or promotional distribution. ● The Product License is an extension of the Desktop License, which must be purchased in advance or simultaneously.

10 Packaging License

This license grants the right to use the fonts for producing elements that embellish, contain, present or accompany goods designated for commercial sale or promotional distribution. ● The Packaging License is an extension of the Desktop License, which must be purchased in advance or simultaneously.

11 Enterprise License

This license grants the right to use the fonts for all communication activities of the licensee within unlimited business locations worldwide. • This grouped license includes all other license types presented in this EULA and is not subject to constraints on usage nor time, as it's validity is perpetual.

12 Trial License

This license grants the right to use the fonts free of charge, for evaluation purposes. The licensee is permitted to install and use the fonts for no other purpose than testing or pitching. • The fonts file(s) come with a reduced character set. In order to be able to use the fonts without restrictions and with an extensive character set, it is necessary to purchase a license.

13 Student License

Applicable only to the lowest tiers of Desktop, Web or App uses, this license gives a student (the licensee) the right to use the fonts exclusively for educational, non-commercial projects, at a reduced price. • If the fonts are used for commercial projects, the license must be updated.

14 Educational License

Applicable only to Desktop, Web or App uses, this license gives students and/or staff of an academic institution (the licensee) the right to use the fonts exclusively for educational, non-commercial projects, at a reduced price. • If the fonts are used for promotional purposes for the benefit of the academic institution, the license must be updated.

15 Artificial Intelligence

It is prohibited to use Omnitype fonts and their glyph shapes, data, and rendering instructions, to develop new fonts, font-based products or services using artificial intelligence, machine learning, or any other computational techniques. • This interdiction covers all methods that involve Omnitype fonts or their data for training deep learning models.

16 General Limitations/Permissions

Fonts created by Omnitype must not be amended, regenerated, or reformatted in any way. Any rights, including but not limited to copyrights and trademarks, remain with Omnitype. • Fonts created by Omnitype must not be resold, lent, rented, distributed, or traded in any way to third parties. • Any expansion or derivatives of Fonts created by Omnitype must be done or authorised by Omnitype. • To use Omnitype fonts for communicating a political or religious message or for establishing the visual identity of a political or religious

organization, prior approval from Omnitype is mandatory. • The use of Omnitype fonts to spread racist, pornographic, or otherwise harmful messages directed at an individual or group, for any reason, is strictly forbidden.

17 Warranty/Liability

Omnitype guarantees his fonts to be free of defect for fourteen (14) days upon purchase. Claims must include receipt and documentation of the defect. • Refunds are granted only when software defects cannot be resolved by Omnitype. Any refund immediately terminates the Licensee's right to use the fonts. • Any use of fonts by Omnitype that may result in harm, death, injury, property or environmental damages is not permitted. • In no event is Omnitype liable for any loss or damages caused by the use of his fonts, including lost profits, lost data, lost business opportunities, or lost savings. • Some jurisdictions do not allow the exclusions of limitations of incidental, consequential, or special damages, so the above exclusion may not apply to the Licensee. Some jurisdictions do not allow the exclusions of implied warranties or limitations on how long an implied warranty may last, so the above limitations may not apply to the Licensee. To the extent permitted by law, any implied warranties are limited to fourteen (14) days. • The Licensee agrees that fonts, its design, structure, organisation, encoding, and all its copies are owned by and valuable property of Omnitype and protected under Swiss law, by the copyright and trademark laws of other countries and international treaties. • The fonts are not warranted to operate on all computer operating systems. Omnitype is not responsible for operating system errors or inoperability faults.

18 Termination

Any breach of this agreement immediately voids and annuls the complete license and any usage right of the fonts with immediate effect. • In the event of termination, all fonts and back-up copies must be deleted; this act has to be documented/assured upon request of Omnitype.

19 Confidentiality

The Licensee is obliged to undertake all steps to prevent unauthorised access to the fonts and its copies. • If the Licensee grants employees or representatives access to the font software, the Licensee is required to inform them of this EULA.

20 Final Provisions

This EULA represents the complete agreement between the parties; all verbal communications and

prior communications regarding the application of the licensed fonts are not valid or effective. Any and all rights not expressly granted in this agreement are reserved to Omnitype. ● This license agreement cannot be amended without written permission of Omnitype. ● All disputes arising from this agreement are exclusive subject of the law of the Federal Republic of Switzerland. The rights and obligations of the parties arising from this contract are based on Swiss law as it relates to contracts made in Switzerland and fully performed therein. The conflict of law provisions of Switzerland nor the conflict of law provisions of any other jurisdiction do not apply. The Licensee expressly consents to the jurisdiction of the Swiss Courts over any dispute arising out of this agreement, even if the breach of contractual rights takes place in a foreign country. Place of jurisdiction is Lausanne, Switzerland. ● The invalidity or inoperativeness of one or more provisions of this contract does not affect the validity of the rest of the contract and the remaining other provisions shall thereby remain unaffected. An invalid provision shall be replaced by a provision that is permitted by law and which approaches the invalid provision and economic interests intended by the parties. ● This agreement is not governed by the “United Nation Convention on Contracts for the International Sale of Goods.”