VJ TYPE EULA

END USER LICENSE AGREEMENT
(hereinafter referred to as: "EULA")
Terms and Conditions of Use

1. PREAMBLE

1. This Agreement is between you, the end-user, (the "User" or "End-User", a registered business entity), and VJ TYPE SAS ("VJTYPE"), whose Website is https://vj-type.com/. VJTYPE and the User are each referred to herein as a "Party" and together as the "Parties".

2. The purpose of this Agreement is to grant a non-exclusive license to the User, to provide by VJTYPE the Font to the User; and to specify the conditions under which VJTYPE authorizes the User to use the Font. "Font" is defined as the graphic representations of a set of typefaces, glyphs, letters of an alphabet, figures, weights, styles, ornaments, designs, and graphics as data in a digital file, and to the software which integrates it and enables their generation, rendering and positioning, including rasterized or bitmap images, as well as other programmatic information.

3. This Agreement takes effect either at the moment when the User chooses to tick the box "I agree to the VJTYPE EULA and the Terms of use" on VJTYPE's Website, or at the signing of this Agreement by the Parties. This Agreement, its Addenda, and the Invoice (indicating the name of each Font, the types of Licenses purchased, as well as the price) supersede any prior oral or written understandings between the Parties and annul and replace prior oral or written commitments between the Parties on the same subject.

4. For the purpose of providing notice pursuant to the terms of this Agreement, VJTYPE's address and User's address are that included in the Invoice.

5. This Agreement is only valid with at least one Addendum. Addenda are an integral part of the Agreement. In this document, the use of the term Agreement refers to the present document and any Addendum.

2. LICENSE USE

1. Usage.
VJTYPE grants the User a non-exclusive, non-transferable, non sub-licensable license to use the Font, subject to the provisions of this Agreement, and full payment of the fees pursuant to Article 6 of this Agreement.

2. Users.
It is expressly understood that the "User" in this Agreement is the actual end-user and that references herein to "User" encompass the "User Group" (as defined in the Addenda).

3. License types.
The scope of the license varies according to the choice of the User from among the different "License extensions" in the Addenda. If the Invoice identifies a limitation (such as, but not limited to, brand, project, or Website domain name), the license is limited as set forth therein.

4. Regular personal and business use.
The license allows the User to use the Font in accordance with instructions and functionalities as described in the Associated Documentation, for the specific needs of the User's commercial activity, particularly for promotional and publicity purposes. "Associated Documentation" refers to the proof of functionalities linked to the Font, and enabling its use, as available on VJTYPE's Website, such as the Font's specimen and/or the minimum systems requirements page.

5. Procurement.
If you intend to procure a license on behalf of another party (for example, if you are an independent contractor who wants to procure a license to perform a work for a company), the license must be in the name of the end-user, and your use would be governed by a "Third-Party Addendum».

6. Backup copies.
The User may make backup copies of the Font beyond the copies used as expressly authorized herein, solely for the purposes of archiving, and agrees to control and protect them. In case of termination of the Agreement, the User must immediately destroy the Font and all copies thereof under the conditions set out in Article 8 of this Agreement.

7. Additional Usage.
The scope of the licenses listed hereinafter as "License types" in the Addenda are independent from each other, and more than one type of License may be purchased. Any usage not expressed in this Agreement is not permitted unless separately agreed to in writing.

3. LIMITATIONS

1. Any rights not expressly granted to the User are reserved for VJTYPE. The User is prohibited from any use of the Font outside the scope determined by the license under this Agreement. Failure to respect this prohibition constitutes a material breach of this Agreement for which the User shall be held liable, and may result in a claim for damages, and in the termination of this Agreement including but not limited to all support rights and warranties granted herein.

2. By way of example and not limitation, the User is not authorized to:

    1. Copy: The User may not share, copy, transfer, market, hire, sub-license, give, lend, distribute, market, or otherwise provide the Font to a third party (including, but not limited to any subsidiary, affiliate, franchisee, assignee, agent, customer, client, subcontractor, designer, supplier, independent contractor or freelancer).

    2. Modify: The User may not modify, edit, adapt, or subset the Font, or create derivative works based on the

Font. The User is not authorized to modify or amend the digital data characteristics of the Font, wholly or partially, including but not limited to the creation of additional weights, styles, or variations, the creation, modification, or removal of existing typefaces, glyphs, metrics, spacing, kerning, or hinting data. The components of the Font are provided as a single unit. The User is not authorized to separate the components and install them on different devices.

3. Decompile: The User may neither reverse engineer, decompile, disassemble, alter, nore attempt to access the source code of the Font. The User's right to use the Font is, in all cases, limited to the executable code, and any attempt to access the source code is prohibited. This limitation is without prejudice to applicable mandatory legal provisions and treaties, particularly relating to interoperability, and solely to the extent that the decompiled data is necessary for inter-operability and has not been provided by VJTYPE, after written request by the User.

4. Convert: The User may not convert the Font into another format. VJTYPE has the sole right and authorization to supply the Font in different or supplementary formats, at a discretionary fee. Any conversion is the exclusive property of VJTYPE, and the User agrees to be bound by the entirety of the stipulations of this Article 3.

5. Embed: The User may not create a digital file (including, but not limited to PDF files and other formats) in which all or part of the Font is embedded in a format that enables its extraction, editing, alteration, enrichment, or modification by the recipient of such a document, in any way whatsoever. This prohibition includes the extraction of vector contours. The User may not transmit a file in which the Font is embedded to any third party that could extract the Font from such a file.

6. Original Equipment Manufacturer (OEM) embed: The User may not embed the Font into manufactured products (including, but not limited to portable, integrated, onboard equipment and electronic systems, interactive terminals, portable game consoles, smartphones, or tablets), regardless of whether the display of the Font springs

from an image of the Font in vector or bitmap format (such as TIFF or GIF or any other format) or from the Font file itself.

7. Create letterlike products: The User may not create alphabet products or devices for the creation of forms of letters (such as but not limited to stamps, decals, tattoos, stencils, adhesive letters, numbers, and house plaques), or any product or derivative product, linked to the form of letters and other glyphs contained in the Font (such as symbols, or any other non-alphabetical glyphs).

8. Create merchandising products: The User may not create any merchandising products (such as but not limited to goods for sale, logo design, retail packaging, clothing, textile and apparel, decor, crockery, or point-of-sale display) using the Font.

3. By accepting this Agreement, or by downloading, installing, or using the Font, the User does not become the owner of the Font or of the font file, nor of the rights to the Font or the Font file. There is no act of "purchase" or "sale" of the Font of the Font file. The User only acquires authorization to use the Font or the Font file under the terms and conditions and within limits provided in this Agreement. VJTYPE remains the sole owner of the rights to the Font and the Font file.

4. DURATION AND TERRITORIALITY

1. Duration. The right to use the Font granted within the framework of the Agreement is granted, according to that indicated in the Invoice, for a specified Term ("Term"). Unless otherwise specified, the default term duration is 1 year. The Term is automatically renewed for the same time period unless any Party gives notice in writing 3 months before the end of the initial or any subsequent Term. All uses permitted herein must be discontinued by the Term expiration date, subject to all of the provisions of this Agreement unless new Addenda covering a future time period are granted. If the license is granted for a «Permanent» Duration, such duration is defined as the legal protection period of the Font

as provided by applicable intellectual property laws, as currently in force, or that which may result from any legislative change.

2. Territoriality. The type(s) of license(s) selected by the User, as described in the Addenda, are granted according to that indicated in the Invoice, for a specified geographical location (defined as "Zone"). Unless otherwise specified, the default specified geographical location is the User's country, as specified in the User's address in the recitals.

5. INTELLECTUAL PROPERTY

1. The Font is protected by intellectual property rights owned by VJTYPE, contract law, and common liability law, which the User acknowledges.

2. VJTYPE has and retains exclusive ownership, title and interest, and all associated intellectual property rights related to the Font in whole or in part, which the User acknowledges. The authorization granted to the User under this Agreement does not transfer to the User any of these rights, either in whole or in part.

3. Under no circumstances may the User act as the owner of the digital file that VJTYPE makes available to the User. The physical control of the file is only granted to allow the User to enjoy the limited rights granted and subject to the authorization given.

4. If a dedicated "Credits", "Colophon", or similar section exists, the User has an obligation, to a reasonable extent, to credit VJTYPE as the originator and holder of all rights attached to the Font, and to display citations of authorship, copyright, trademark, or other applicable law attached to the Font.

5. VJTYPE reserves the right to include the commercial reference "VJTYPE" as well as the right to mention creations made by the User, and display the Font as a reference in the context of commercial prospecting, external communication,

marketing, and advertising. VJTYPE can use images of the User's work displaying the Font in its portfolio (including, but not limited to, any website that displays its work, social channels, and in submissions for professional awards and recognition). For such purposes, User courteously grants VJTYPE a permanent, irrevocable, royalty-free, fully-paid, nonexclusive, worldwide license, with no duty to account, to VJTYPE, for unrestricted use for any purpose, either individually or in combination and both separately and as integrated into other capabilities, including without limitation the right to sublicense or otherwise authorize, implicitly or explicitly, third parties to exercise any or all such rights. VJTYPE reserves the right to use the User's name and logo in its list of representative clients. The User accepts to include and/or uphold the signature "VJTYPE" and that of any stakeholder on any reproduction, irrespective of the operational field and the media used, and in the context of any representation or communication to the public, regardless of the process, including television broadcasting or online electronic broadcasting.

6. PAYMENT

1. Pricing assumes that the terms of this Agreement are unchanged. VJTYPE reserves the right to charge supplemental fees for any changes to this Agreement requested by the User.

2. In consideration for the provision of the Font to the User and the authorization granted to it under this Agreement as specified in the Invoice and the Addenda, the User shall pay VJTYPE the sum indicated on the Invoice.

3. Full payment is the condition for providing a download link to the User, thus enabling the download of the selected Font. Payment is due:
    1. For any order made online, directly after confirmation of the order placed on the Website.
    2. For any order made offline, on receipt of the Invoice sent by VJTYPE to the User.
4. It is specified that in all cases, the

license is only granted to the User subject to the condition that the entire price has been paid to VJTYPE.

7. WARRANTIES

1. Warranties by VJTYPE. VJTYPE warrants that it has the legal capacity to enter into this Agreement, and holds the required intellectual property rights to grant the authorizations to the User set out in this Agreement. VJTYPE shall hold the User harmless against any claim or suit that might be brought by any person or entity regarding intellectual property rights to the Font (expressly excluding their use by the User), as long as:
    1. The User has promptly notified VJTYPE of the claim;
    2. VJTYPE has been able to freely conduct, at its own cost, the defense of its interests, and in particular has given its agreement to the choice of counsel; and that the User has promptly provided the information and assistance reasonably necessary to conduct said defense.

2. Warranties by the User
    1. The User warrants it has the legal capacity to enter into this Agreement, has read and understood the Agreement, and agrees to be bound by its terms and conditions. The User warrants that all members of the User Group are aware of and agree to be bound by the terms and conditions of this Agreement. In case of any unauthorized use of the Font or other breach of this Agreement, the User acknowledges its liability to VJTYPE, and its obligation to compensate VJTYPE in this respect.
    2. The User guarantees VJTYPE against all uses, representations, or reproductions, particularly in the form of a copy, of the Font, in whole or in part, or any other unauthorized or non-compliant use, and acknowledges that it shall be solely liable in the event of representation, reproduction, or extraction of the Font, in whole or in part, in particular by unauthorized users, and/or in the event of use in anything other than compiled executable form.

3. 30-day warranty
While VJTYPE warrants the Font's ability

to be properly installed for thirty days following delivery, it does not guarantee the Font's fitness for the particular purpose envisioned by the User. To make a warranty claim concerning the installation of the Font, the User must contact VJTYPE through its Website. Claims must include the Invoice receipt and documentation of the issue.

4. Disclaimers
    1. Except as represented in this agreement, all fonts, work product, and deliverables by VJTYPE is provided "AS IS". To the fullest extent permitted by law, VJTYPE disavows any liability in any respect whatsoever for direct and/or indirect detriment pertaining to this Agreement except in the sole instance where a causal link has been established between the alleged detriment and gross misconduct or intentional fault of VJTYPE.
    2. The User alone shall bear responsibility for the detriment due to any non-compliant usage, and further agrees that it bears the responsibility of complying with all laws, foreign and domestic, on the control of exports or transfers of technology and responsibility for the detriment due to any failure to comply.
    3. In all instances, the User hereby agrees that VJTYPE's total liability for any detriment suffered by the User in connection with this Agreement is limited to:
    a. For Licenses granted for a permanent duration: the amount paid by the User to VJTYPE under Article 6 of this Agreement.
    b. For Licenses granted for a yearly duration: the latest yearly amount paid by the User to VJTYPE under Article 6 of this Agreement.
    c. For recurring payments, the amount is limited to 1 year, calculated on the basis of the prorated amount of the last 12 months.

8. TERMINATION

1. Termination for non-compliance
    1. This Agreement is subject to termination by VJTYPE if the User breaches any of the terms and conditions stated herein. Such termination of the

Agreement may be effected 30 days after notice has gone unanswered.

2. VJTYPE may, but is not required to, offer revised conditions of the Agreement on which the User may continue to use the Font after curing the breach in an appropriate manner. (For example, if the User fails to respect the Agreement's "User Group" limitation, VJTYPE may require as a condition of continued use that the User expands the User Group to "unlimited employees" so there will be no need for future oversight on this issue.)

3. In the event of termination for breach, the User is required to immediately recall documents printed on tangible formats published with the help of the Font that have already been distributed. The User may not use up existing stocks not yet distributed before the termination date. No re-publication or reprint is authorized after the termination date.

4. In addition to any damages the breach may cause VJTYPE, VJTYPE will be entitled to payment by the User of the costs incurred by it to investigate and address the violation, enforce the license, and finalize a settlement, including reasonable bailiffs', investigators', and attorneys' fees.

2. Consequences common to all types of terminations.
In case of termination of this Agreement, the stipulations of Articles 1, 5, 7, 8, 9, and 11 remain applicable. No fees will be refundable to the User upon termination. As of the date of termination, the User must immediately:

1. Cease use of the Font to publish all documents, withdraw Font files from any intangible or digital formats (applications, software, servers, etc.), and disable the display or the use of the Font on all types of formats or terminals.

2. Delete the Font and any copies from all servers, computers, devices, and any other space on which the Font is stored. The User acknowledges that the retention of the Font after termination of the Agreement constitutes a breach for which the User may be subject to legal action.

3. Recall all digital files and products integrating or making it possible to generate the Font. The User must

remove all references to the Font file and name in code and commented-out code, including that of a website or any digital file and product.

4. Submit a declaration signed by the User (or an officer of the User) that attests to the compliance with the provisions herein. The cure of a breach or the termination of the Agreement is without prejudice to VJTYPE's entitlement to damages.

9. ASSIGNMENT

1. This Agreement is concluded by VJTYPE in consideration of the User's person. The User therefore agrees not to assign, subrogate or transfer this Agreement, in whole or in part, to a third party, without VJTYPE's prior written consent.

2. This Agreement is concluded by the User regardless of VJTYPE's person, VJTYPE may assign, subrogate or transfer this Agreement, in whole or in part, to a third party, without the User's prior written consent.

3. Should the Font and/or the Agreement be validly transferred by the User to a third party in application of the law, said transfer shall only be valid and enforceable against VJTYPE on condition that the User informs VJTYPE of the identity and full contact details of the above mentioned third party and that the User provides proof to VJTYPE of the destruction of all copies of the Font by the initial User.

10. APPLICABLE LAW AND COMPETENT JURISDICTION

1. The Parties agree that the Agreement is prepared, subject to, and interpreted according to the laws of France and that the exclusive jurisdiction for any disputes shall be the competent courts of Paris.

2. In the event of a potential dispute,

the User undertakes to provide notice to VJTYPE, either by email or by registered mail with acknowledgement of receipt, of the issue and to engage in good-faith discussions to reach an amicable solution. In the event of failure to reach an amicable solution, the Parties agree that the dispute shall be heard as set forth above.

3. The User expressly agrees that the United Nations Convention on Agreements for International Sales of Goods is excluded.

11. GENERAL

1. Audit. During the term of this Agreement and one year after its termination, if VJTYPE so requests, the User is required to provide complete and accurate answers to VJTYPE's questions concerning equipment on which the Font is installed and uses to which the Font has been put, certified by the User (or an officer of the User). In addition, upon at least twenty days' advance notice, VJTYPE may, either through its employees or a third party designated by VJTYPE, inspect the User's records and equipment to verify compliance with the terms of this Agreement. VJTYPE will treat in confidence all information to which it has access in making an inspection, except as may be reasonably necessary to enforce this Agreement.

2. Non-Waiver. If the User is not sure that the use it intends to make of the Font is authorized, it must contact VJTYPE for verification. To obtain a customization or upgrade of a license, the User must contact VJTYPE for further information. The absence of any specific prohibition in this Agreement may not be interpreted as authorization or as authorized usage under any circumstance. The fact that VJTYPE might not have specified certain limitations in this Agreement, or might not enforce certain violations, shall not be deemed a waiver of any of VJTYPE's rights; and the User remains required to comply with this Agreement.

3. Agreement updates. With the User's consent, VJTYPE may amend or modify this Agreement, in particular for technical

developments that may render obsolete or incomplete any provisions herein. VJTYPE shall inform the User and record the User's consent to updates as stated in 1.4., or in any other written form.

4. License normalization. In the event of multiple license purchases over time by the User, if there are any differences in the terms between or among the Agreements issued in connection with the purchases, the terms of the latest Agreement shall govern the entirety of the User's licensed uses. VJTYPE may also impose consistent Agreement terms on any related entities (such as foreign affiliates or franchisees) that license the same font family. Upon request and at VJTYPE's discretion, a global corporation may be permitted to accommodate accounting needs by directing separate divisions of the company to purchase licensing separately; although liability for any license violations will be held solely by the holding company's corporate office and not decentralized to individual divisions. Further, such separate purchases are not eligible for bulk discounts. Upgrades and updates may be offered at the discretion of VJTYPE, and will be the subject of a new license, which may have new terms and/or fees. The User's acceptance of an upgrade or update will automatically supersede this License and the User's right to use the version of the Font Software covered by this License.

5. Uniform license terms. VJTYPE may also impose uniform licensing terms across all parts of an order, for instance across all font styles, meaning that all font styles shall be governed by the same type of license agreement. This uniformity is aimed at recognizing the realities of font circulation within an organization, to address the impracticalities associated with monitoring differential licensing, and to simplify the User's usage rights and restrictions hereby granted. By agreeing to the terms of this EULA, the User acknowledges and accepts that no differentiation in license terms will be made among individual font styles included within the scope of a single license agreement. In the event of a license upgrade (for instance but not limited to, upgraded price tiers, extended terms, or additional font styles) the User

acknowledges that the extended scope shall apply to the entirety of the order.

6. Prevalence of License By subscribing to this license for the font, the User agrees that the terms and conditions of this license take precedence over those of any prior or concurrent license for the same font, including but not limited to, any broader and more permissive license obtained from another vendor. The user acknowledges and agrees that acceptance of this license implies a waiver of certain rights and permissions granted by other licenses, including bundled licenses obtained from vendors of cloud subscriptions. Therefore, in the event of a conflict between the terms of this Agreement and those of any other license, the terms of this Agreement shall prevail and govern the use of the font.

7. Digital rights management. VJTYPE can resort to technical measures to protect the Font, or to control its use. The User may not take measures aimed at misappropriating or infringing those technical measures. The User expressly recognizes and accepts that those technical measures may limit or revoke his access and use of the Font. The User also agrees to the automatic updating of those technical measures and the associated consequences. It is expressly agreed between the Parties that this specific commitment constitutes an essential and material obligation without which VJTYPE would not enter into this Agreement.

8. Consequence of the invalidity of a provision. If one or more provisions of the Agreement are held to be invalid or declared as such according to law, regulations, or following a definitive ruling by a competent court, the Parties agree to replace it with one that is as equivalent as possible in content and economic intent; and the Parties further agree that the remaining provisions shall retain all their force and scope.

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9. Agreement on means of proof. The data from VJTYPE's IT tools have evidentiary value between the parties. The User accepts that VJTYPE collects Users' inbound IP addresses and login data to VJTYPE's website, in particular for the purposes of monitoring the User's access, its respect of VJTYPE's rights, and as proof of any potential violation.

10. Statute of limitation. The Parties agree to contractually adjust the statute of limitation for any action that may be brought by either party concerning the validity, the enforceability, and/or the unwritten nature of this Agreement and each of its provisions. The statute of limitation is of 1 year from the conclusion of this Agreement for any action referred to in the previous paragraph.