

End User Licence Agreement (EULA)

General Terms

Pau Alcover 92, Bajos.
08017 Barcelona

1. Who we are

We are Bauertypes S.L. (we/us/our) a limited company incorporated in Spain under registered company number B-60302130. Our registered address is Pau Alcover 92, Bajos 08017, Barcelona, Spain.

2. These Terms

- a. Each End-User Licence Agreement permitting you to use of Font(s) (a EULA) incorporates these General Terms by reference.
- b. Any reference to 'agreement' within these General Terms and/or the EULA shall be deemed to be a reference to the General Terms and the EULA together.
- c. Any reference to a defined term (for example, 'Typeface', 'Software' or 'Font(s)') is, unless otherwise stated, a reference to that term as defined in the EULA.
- d. By downloading and/or using our Typeface(s) and/or Software, whether on behalf of yourself or a business, you warrant and represent to us that you have full authority to enter into this agreement on behalf of that entity (and to legally bind that entity to those terms).
- e. It is important that you read and retain a copy of these terms for future reference, as they form part of the contract you have with us.
- f. We may amend or make changes to these terms (and/or our licence and other agreements) from time to time to reflect changes to our products or business. Please check these terms each time you use our website or purchase a licence for use of our Software from us to ensure you understand the terms that apply at that time.
- g. Where reference is made in this agreement (including, for the avoidance of doubt, the EULA) to a 'reasonable period' the same shall mean as soon as reasonably possible, and in any event, no more than 14 days from the date on which the period commences.

3. Intellectual Property Rights

- a. We are the owner or licensee of all intellectual property rights, wherever in the world arising, whether registered or unregistered (and including any application), including copyright, know-how, confidential information, trade secrets, business names and domain names, trade marks, service marks, trade names, patents, petty patents, utility models, design rights, semi-conductor topography rights, database rights and all rights in the nature of unfair competition rights or rights to sue for passing off in any and all of the Typeface(s) and Software and you hereby acknowledge that the same are protected under the Copyright, Designs and Patents Act 1988 and/or equivalent international and national laws and treaties.
- b. Other than to the extent expressly set out in this agreement, nothing herein shall be deemed to grant any right, title or interest in or to the intellectual property rights subsisting in the Font(s).

- c. All Software will be supplied in machine executable code.

4. Your warranties

- a. Except as expressly set out in any licensing agreement (whether or not concluded on or via our websites) that we have granted to you specifically within a EULA, you will not copy, alter, modify, combine, convert, rent, sublicense, merge or otherwise transfer or distribute the Typeface(s) or the Software. You must also not disassemble, decompile, reverse engineer or create derivatives based on the whole or part of the Font(s).
- b. You warrant and represent to us that:
- i. you will not use, and will not cause or authorise any other party to use, the Font(s) (or any part thereof), or any materials produced using the Font(s) (or any part thereof), if doing so would be outside the scope of permissions granted under the EULA.
 - ii. you will not modify, adapt or change the Font(s) (or any part thereof) or the Software file type;
 - iii. you will use best endeavours to protect the Font(s) (and any part thereof) from unauthorised access and use by third parties (including by ensuring that your systems and network uses up-to-date and modern security software and procedures to prevent unauthorised access to the Font(s));
 - iv. you will not use, and will not cause or permit any other party to use, the Font(s) in any manner which, in our reasonable opinion, is likely to damage, weaken or otherwise be detrimental to the reputation or goodwill associated with us or the Font(s);
 - v. you will not sublicense use of the Font(s) (or any part thereof) to any third party, including to any third party service provider(s) (Sublicensee(s)), unless we have otherwise expressly authorised you to do so in advance in writing as part of the EULA. Where we have permitted a Sublicensee to use the Font(s), you acknowledge and agree that the Sublicensee may only do so as is strictly necessary to enable you to use the Font(s) (or any part thereof) in accordance with the EULA;
 - vi. you will ensure all Sublicensees use the Font(s) only on your written instructions (which shall be in accordance with the EULA);
 - vii. you will not provide the Font(s) to Sublicensees (or any other party) as an executable or installable file unless otherwise permitted in writing as part of the EULA;
 - viii. where the Font(s) is accessible by third parties (including by your customers), that you will distribute the Font(s) only in a format that obfuscates and/or encrypts the Font(s) or which otherwise prevents such third party accessing (whether by reverse engineering or otherwise) the file formats of the Font(s) (and any part thereof) unless we have otherwise expressly authorised you to do so as part of the EULA (for example, where we have permitted you to distribute a copy of the Font(s) to permitted Sublicensees);
 - ix. you will immediately notify us upon becoming aware of any actual or likely infringement of the intellectual property rights in the Font(s) (or any of them) and, where applicable, any breach of the EULA, and that you shall provide all assistance as reasonably required by us in order to investigate and resolve the matter ; and
 - x. you will be responsible for all taxes, charges and levies payable in respect of your licensing of the Font(s) (or any of them).

Any breach of the warranties set out in this paragraph 4 shall be considered a material breach of this agreement not capable of remedy.

5. Embedding

- a. Except as otherwise set out in the EULA, embedding and transmitting the Font(s) is prohibited.
- b. Where the EULA grants use in respect of .pdf creation and external distribution of the resulting .pdf documents to end users for the purpose of those end users to download/access the document, you and all Sublicensees (whether acting by themselves or by their employees, officers, suppliers, contractors and/or agents, as the case may be) may embed the Font(s) (or any of part thereof) within a file intended for consumption by that end user, in accordance with the restrictions set out in the EULA. You will use all reasonable endeavours to ensure that

the Font(s) is not distributed as, or within, an executable or installable file, nor that the Font(s) is installed on or within any end user's hardware operation system, by you, the Sublicensees or their employees, suppliers, contractors or agents.

c. Where the EULA grants use in respect of webpages, you and any Sublicensees (by themselves or by their employees, suppliers, contractors and/or agents) may only put online and/or link (excluding hotlinking) to the .WOFF, and .WOFF2, and/or Web-Only .TTF file formats of the Font(s) (or any part thereof), provided the same is within the EULA. You will ensure that you, Sublicensees, and their employees, suppliers, contractors and agents will not put online and/or link to any other file format, including, but not limited to, TrueType or OpenType. Use of the Font(s) with web font technologies other than @Font-Face, such as (by way of example, not limitation), sIFR, Cufon or typeface.js is not permitted save as expressly set out in the EULA.

6. Our Warranties

- a. We warrant that, for a period of 14 days from entering into a licensing agreement with us, the Font(s) licensed thereunder will, under normal use in accordance with the EULA, operate or perform for the uses granted to you by the EULA (and, if applicable, in substantial accordance with the specifications set forth in the documentation accompanying the Font(s)).
- b. The warranty contained in clause 6a. shall not apply to the extent:
- i. that you fail to use reasonably modern and commonly utilised technology, software, hardware, operating personnel and/or operating environments (i.e. an outdated printer);
 - ii. the failure of the Font(s) (or any part thereof) results from any modification, or actual or attempted file format alteration, to the Font(s) (or any part thereof) other than by or on our behalf;
 - iii. that any person or that us has attempt to rectify the failure;
 - iv. the failure is attributable to causes external to the Font(s) (or any part thereof) including but not limited to failure or fluctuation of electrical supplies, hardware failures (including failure of the hardware on which the Font(s) is installed), use on or within antiquated hardware or software, accidents or natural disasters;
 - v. the Font(s) has been used outside of the EULA, and, in any case, is subject to you providing to us on request and without undue delay:
 - vi. full written reports regarding the failure of the Font(s) and the circumstances of the failure; and
 - vii. any other information reasonably requested by us for the investigation of the failure.
- c. In relation to a breach of clause 6a., the sole and exclusive remedy available to you will be, at our sole discretion, either:
- i. the repair or replacement of the Software (or any part thereof) that is in breach of the warranty; or
 - ii. a refund of the fee (not including any interest) paid by you for the defective Software.
- d. Except for warranties expressly set out in this clause 6, the Typeface(s) and Software are delivered "as is" and we make, and you receive, no additional express or implied warranties in regards to the same.
- e. We hereby expressly disclaim any and all other warranties of any kind or nature concerning the Typeface(s) and Software, whether express or implied, including without limitation, any warranty or title, merchantability, fitness for a particular purpose, performance levels, non-infringement, non-interference with enjoyment, operation without interruption, errors within the Typeface(s) and Software, course of dealing, or usage in trade.

7. Limitation of Liability

- a. This section sets out our total liability to you in respect of:
- i. this agreement;
 - ii. the EULA (to which these terms are incorporated); and
 - iii. any statement, representation, tortious act or omission (including negligence) arising under this agreement,

- b. whether the event giving rise to such liability arises from our own acts and/or omissions, or those of our employees, officers, agents, subcontractors or consultants. In no circumstances shall we be liable for any loss of profits, goodwill, reputation, business, anticipated savings, contracts, goods, data (or corruption of that data) or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
- c. Our liability for all other claims arising from or in connection with this agreement shall be limited to the amount paid-up by you to us for the licence of the Font(s).
- d. Nothing in this section, or elsewhere in this agreement, excludes or limits our liability for:
 - i. death or personal injury resulting from negligence; or
 - ii. any damage or liability you incur as a result of fraud or fraudulent misrepresentation.

8. Data Protection

Where applicable, you acknowledge and agree that your name, address and payment record may be submitted to a credit reference agency and that personal data will be processed on your behalf in accordance with our privacy notice (available on our website) for the purpose of us providing the goods and services provided to you. We will otherwise process your personal data in accordance with the terms of our privacy policy, available [HERE].

9. Compliance Information and Audit

- a. You will provide to us in writing, and without undue delay, all such information and evidence as we reasonably require to determine and verify your compliance with the EULA and these terms ("Compliance Information"). Provision of the Compliance Information will be provided by you to us within a reasonable timescale agreed between us, and in the absence of such agreement, no later than 10 days of our written request.
- b. If in our opinion (acting reasonably) you fail to provide such Compliance Information in accordance with clause 9a. or we otherwise have reason to believe that such Compliance Information is inaccurate or fraudulent, then, provided we give at least 5 days' prior written notice and comply with such written confidentiality undertakings as reasonably required by you, we (or our professional advisers) may during GMT 9am to 5pm on any business day (Monday – Friday), audit and take copies of relevant records, and other documents as we (acting reasonably) deem necessary to verify your compliance with the terms of the EULA and these terms. If such inspection reveals a discrepancy between actual use of the Font(s) (or any part thereof) and the permissions granted in the EULA, then you shall promptly pay on demand the shortfall for such unlicensed use and reimburse us in respect of any reasonable professional charges incurred for such audit, inspection and rectification and for the reasonable cost associated with and incurred in the course of any reaudit conducted within the 24 month period following such audit that revealed a shortfall.

10. Fees and Payment

- a. Any rights or licence granted to you (whether in accordance with the terms of this licence agreement or otherwise) is in consideration of, and subject to, you paying the fees (and applicable taxes) for the Font(s) in full to us calculated in accordance with our then current price list and the information provided during the order process of which acceptance of this licence agreement is a necessity.
- b. Unless otherwise agreed in writing, you will pay our invoices within 14 days of the invoice date or immediately as part of the order process of which acceptance of this licence agreement is a necessity, whichever is applicable and earlier. We shall make the Font(s) available to you in the applicable format as set out in the EULA terms as soon as reasonably possible following receipt of full payment.
- c. If this licence agreement terminates for any reason, all amounts due to us shall become immediately payable. This is without prejudice to any other right of ours to claim interest under the law or under this licence agreement.

11. Additional Licences

- a. You may, from time to time, purchase additional licensed rights.
- b. If you wish to purchase additional licences or additional scope under such licences, you shall request this from us in writing. We shall evaluate such request and respond with approval or rejection of the request and confirm how much such additional licences or scope

(versus your current scope) the additional licence(s) will cost.

- c. If we approve your request to purchase and you agree with the fee proposed, you shall pay to us the relevant fees for such additional licensed rights as applicable as set out by us.

12. Indemnity

You are at all times fully responsible for compliance with the terms of this agreement and are fully responsible and remain liable to us for your own acts and omissions, and the acts and omissions of your employees, officers and Sublicensees (as well as the acts and omissions of your Sublicensees' employees, officers, suppliers, contractors and agents). You hereby indemnify us, and shall keep us indemnified at all times, against any and all losses, costs (including legal, recovery, and accounting costs), damages, liabilities, expenses, management time, and all other losses of whatever nature (including whether indirect or direct, foreseeable or otherwise) (Loss), suffered or incurred by us now and in the future arising from or in connection with any breach of this agreement (including, without limitation, the acts and omissions of your Sublicensees (whether carried out by your Sublicensees' or their employees, officers, suppliers, contractors, agents or otherwise)). You hereby acknowledge and agree that, in the event of any breach of the agreement giving rise to any Loss, you shall be liable to pay to us on demand, pursuant to this clause, all licence fees that you would have to have paid to us in order to obtain the applicable EULA(s) permitting such use (such licence fees being calculated at the then 'going-rate' in respect of such EULA(s)).

13. Termination

- a. Without prejudice to any other rights or remedies which the parties may have, and any other rights of termination set out in the EULA, either party may terminate this agreement without liability to the other immediately on giving written notice to the other if:
- i. that other commits any material breach of its obligations under this agreement (which, if remediable, is not remedied within 14 days (or where the breach is in relation to a failure to pay any amount due, 7 days) after the service of written notice specifying the breach and requiring it to be remedied); or
 - ii. that other commits any non-remediable material breach; or
 - iii. that other ceases to trade (either in whole, or as to any part or division involved in the performance of this agreement) or becomes insolvent or is otherwise deemed (acting reasonably) unable to pay its debts within the meaning of the insolvency legislation applicable to that party.
- b. On termination of this agreement for any reason:
- i. you shall immediately pay to us all of our outstanding unpaid invoices and interest;
 - ii. you (and any third party to whom the Font(s) have been made available) shall immediately and irretrievably delete the Font(s) from your systems;
 - iii. any right, remedy, obligation or other liability of either party that exists at termination will not be affected. This includes the right to claim damages for any breach of the agreement which existed on or before the date of termination; and
 - iv. any section which expressly, or by implication, has effect after termination shall continue in full force and effect.

14. Assignment

You may not assign, charge, sub-contract, sublicense (unless expressly permitted to do so in this agreement) or otherwise dispose of any of its rights or obligations under this agreement without our prior written consent.

15. Waiver

The rights of either party arising out of any provision of this agreement or any breach of it shall not be waived except in writing. Any waiver by either party of any of its rights under this agreement or of any breach of this agreement shall not be construed as a waiver of any other rights or of any other or further breach.

16. Entire Agreement

This agreement (and any document referred to in it) constitutes the entire agreement of the parties with respect to its subject matter. Each party warrants to the other that, in entering into this agreement it does not rely on any statement, representation, assurance or warranty of any person (whether a party to this agreement or not) other than as expressly set out in this agreement. Nothing in this section limits or excludes any liability for fraud.

17. Severability

All agreements and covenants contained in this agreement are severable and in the event of any of them being held to be invalid, unlawful or unenforceable to any extent by any competent court this agreement shall be interpreted as if such invalid unlawful or unenforceable agreements or covenants were not contained within this agreement.

18. Notice

a. Any notice given pursuant to this agreement shall be in writing signed by, or on behalf of, the party issuing the notice. A notice shall be served by personal delivery or prepaid recorded delivery first class post (or registered airmail in the case of an address for service outside the United Kingdom) to the address given for the relevant party at the beginning of this agreement or, in relation to any party, such other address for service in the United Kingdom as that party may from time to time notify to the other.

b. For the purpose of this Clause 18, a 'Business Day' is a day when the banks in Amsterdam, The Netherlands are open for business. In the absence of evidence of earlier receipt and subject to clause 18 c., notices served in accordance with clause 18 a. shall be deemed to have been received:

- i. if delivered personally, at the time of actual delivery to the address referred to in clause 18 a;
- ii. if served by prepaid recorded delivery first class post, two Business Days from the date of posting; and
- iii. if served by registered airmail, five Business Days from the date of posting.

c. If deemed receipt under clause 18 b. occurs on a day which is not a Business Day or after 5.00 p.m. on a Business Day, the relevant notice shall be deemed to have been received at 9.00 a.m. on the next Business Day.

d. For the avoidance of doubt, notice given under this agreement shall not be validly served if sent by fax or e-mail.

19. Licence and Marketing

You hereby grant to us the right and permission to (a) reference the relationship between us and you, (b) your use of the Font(s) (including reference to your business name, trade mark, and/or service mark), and (c) display screenshots, photographs and captures of your use of the Font(s) (and you hereby agree to promptly, within a reasonable period, supply copies of materials as reasonably requested by us to display the same).

20. Law

a. This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.

b. The parties agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

End User Licence Agreement (EULA)

Desktop Licence

Pau Alcover 92, Bjos.
08017 Barcelona

We are Bauertypes S.L. (we/us/our) a limited company incorporated in Spain under registered company number B-60302130. Our registered address is Pau Alcover 92, Bajos 08017, Barcelona, Spain.

By accessing our services and/or downloading or using our Font(s), whether obtained via our website or any third party, you agree to be bound by the terms of this End-User Licence Agreement (EULA) and our General Terms (available here, which are incorporated by reference) (together, the **Agreement**).

If you do not agree to the terms of this Agreement, you must not use our Font(s).

What is this licence?

This Agreement allows you to use the Font(s) only for the Permitted Uses, in accordance with the terms of this Agreement. This licence does not permit use of the Font(s), or any materials resulting from the use of (or otherwise incorporating) the Font(s), outside the scope of the Permitted Use.

Should you wish to use the Font(s) outside the scope of the Permitted Use, you will be required to purchase an additional appropriate licence in respect of such use. You can purchase licences in respect of such uses by contacting us at types@bauertypes.com.

In case of direct contradiction between the terms of this Agreement and the Order Confirmation, the terms of this Agreement shall prevail.

types@bauertypes.com

Key Definitions:

The following key definitions will apply to this Agreement:

"Font(s)" means, together, the Typeface(s) and Software, and any part thereof;

"Group" shall mean you, your holding company and/or your subsidiary companies, and includes any holding company or subsidiary company of the same, and a member of your Group shall be construed accordingly;

"Materials" means physical and digital artwork and proofs, static image files, pdfs, digital documents and posters, white papers, and other materials (including for use in physical signage, hard-copy books, hard-copy magazines, hard-copy publications, stationery, packaging, static advertising and marketing materials, GIFs, and flash files;

"Order Confirmation" means the email confirming that your order for the Font(s) has been placed and accepted, and which contains key details of the Font(s), permitted number of Users and other relevant information to which this Agreement relates;

"Permitted Uses" has the meaning given in clause 1.

"Software" means the .OTF and/or .TTF software file formats which, when installed on an appropriate device or device, allows a User to generate the Typeface(s);

"Term" means the licence term specified in the Order Confirmation, commencing on the Effective Date;

"Typeface" means the typeface(s) and typographic designs and ornaments which are the subject of your order;

"User" means an individual permitted to make use of the Font(s) in accordance with the terms of this Agreement.

1. Permitted Uses - Desktop Licence Grant

Subject to your timely payment and ongoing compliance with the terms of this Agreement (and without prejudice to any other right of termination as set out herein), we hereby grant to you for the Term a worldwide, non-exclusive, non-transferable, revocable, perpetual licence for up to the number of User(s) (as specified in the Order Confirmation) to use the Font(s) for the purpose of producing Materials incorporating and/or using the Typeface(s), and/or to print and/or display such Materials (save in respect of the Excluded Uses) for your business purposes (the Permitted Uses).

The above-referenced licence grant shall automatically expire at the end of the Term.

2. Excluded Uses

Any use of the Font(s) outside the scope of the Permitted Use will require an additional licence to be purchased. Use outside the scope of the Permitted Use may include, but is not limited to or dependant upon:

- use outside of the General Terms;
- use on any website(s);
- use in any logo, device, graphic mark, symbol, certification mark, emblem, trade mark or sign;
- filing an application to register and/or registering as a registered intellectual property right (such as a registered trade mark, registered design, patent, or registered copyright application) any logo, device, graphic mark, symbol, certification mark, emblem, trade mark or sign, or other material of any kind, containing or incorporating the Font(s) or any typeface (or any typeface similar or identical to that) generated by the Font(s);
- copying, alteration, modification, reverse engineering, combining, converting, renting, sublicensing, merging, transferring or distributing the Font(s);
- use in connection with the creation or publication of electronic publications (such as e-books, e-magazines, etc.);
- use in mobile apps (applications that can be installed on mobile operating systems);
- use in editable documents to be distributed to third parties (e.g. Figma, MS Word, PowerPoint etc.);
- use in connection with moving images (which includes any and all use within videos, promotional clips, moving images or otherwise);
- use in connection with broadcasting, transmitting, streaming, or otherwise airing (e.g. exhibition or display in cinemas, motion pictures, on television or on cable television, etc.);
- embedding of the Font(s) within hardware equipment or the operation system of an electronic device (e.g. an e-book reader, a mobile operating system, etc.) or software;
- transmitting the Font(s) to third parties via the Internet;
- use on products you sell (including as or within software products);
- publication via social media channel(s) of any Materials incorporating the Font(s);
- displaying typefaces on a printer or other output device.

You undertake that, in the event that any use of the Font(s) (or any part thereof) falls outside of the scope of the Permitted Use, you will immediately enter into the applicable licence (and pay any additional applicable fee at our then going rate) which you would have been required to enter into had you sought permission from us in respect of such use.

Please visit our website or contact us via types@bauertypes.com with specific information on such projects for more information and/or a price quote.

3. Back-up

You may make and use back-up copies of the Font(s) for archival and recovery purposes only, provided that you retain exclusive custody and control over such copies. Any copy of the Font(s) must contain the same copyright, trademark, and other proprietary information as the originals.

If you have any questions about this licence or our Font(s), please do not hesitate to contact us via types@bauertypes.com. We are happy to assist you with support and advice.

End User Licence Agreement (EULA)

Webfont Licence

Pau Alcover 92, Bjos.
08017 Barcelona

We are Bauertypes S.L. (we/us/our) a limited company incorporated in Spain under registered company number B-60302130. Our registered address is Pau Alcover 92, Bajos 08017, Barcelona, Spain.

By accessing our services and/or downloading or using our Font(s), whether obtained via our website or any third party, you agree to be bound by the terms of this End-User Licence Agreement (EULA) and our General Terms (available here, which are incorporated by reference) (together, the **Agreement**).

If you do not agree to the terms of this Agreement, you must not use our Font(s).

What is this licence?

This Agreement allows you to host the Software on the Website's web server (which will either be self-hosted or hosted by a third party) for the purpose of displaying the Typeface(s) to end-users of your Website, up to a specific number of Page Views Per Month for the duration of the Term.

Should you wish to use the Font(s) outside the scope of the Permitted Use, you will be required to purchase an additional appropriate licence in respect of such use. You can purchase licences in respect of such uses by contacting us at types@bauertypes.com.

In case of direct contradiction between the terms of this Agreement and the Order Confirmation, the terms and conditions of this Agreement shall prevail.

types@bauertypes.com

Key Definitions:

The following key definitions will apply to this Agreement:

"Effective Date" means the date of the Order Confirmation;

"Font(s)" means, together, the Typeface(s) and Software, and any part thereof;

"Materials" means physical and digital artwork and proofs, static image files, pdfs, digital documents and posters, white papers, and other materials (including for use in physical signage, hard-copy books, hard-copy magazines, hard-copy publications, stationery, packaging, static advertising and marketing materials, GIFs, and flash files;

"Order Confirmation" means the email confirming that your order for the Font(s) has been placed and accepted, and which contains key details of the Font(s), permitted number of Devices and other relevant information to which this Agreement relates;

"Page Views Per Month" means the number of requests to load a single page on the Website received in any given calendar month during the Term;

"Permitted Use" has the meaning given in clause 1.1.

"Software" means the software or instructions which, when used on an appropriate device or devices, generates the Typeface(s);

"Term" means means the licence term specified in the Order Confirmation, commencing on the Effective Date;

"Typeface" means the typeface(s) and typographic designs and ornaments which are the subject of your order.

"URL" means Uniform Resource Locator; and

"Website" means the website (a collection of web pages, images, videos or other digital assets that are hosted on one or more web servers, accessed from a common root URL, which, for the avoidance of doubt, includes all subdomains and subpages of the URL) owned or controlled by you as set out in the Order Confirmation but does not include additional top-level domains or any second-level domains.

1. Permitted Uses - Web Font Licence Grant

Subject to your timely payment and ongoing compliance with the terms of this Agreement (and without prejudice to any other right of termination as set out herein), we hereby grant to you for the duration of the Term, a worldwide, non-exclusive, non-transferable, revocable licence to install the Software on the Website server and/or Content Distribution Network (CDN) via the `css@font-face` declaration in the provided Web Open Font Format (WOFF and WOFF2), for the purpose of displaying the Typeface(s) to end-users of the Website, up to the maximum traffic calculated by the agreed Page Views Per Month (the **Permitted Use**). Other formats (e.g. EOT, TTF, etc.) may be available upon written request and subject to the payment of additional licence fees.

The above-referenced licence grant shall automatically expire at the end of the Term.

By downloading and/or using our Font(s), you undertake to us:

- that the total traffic to the Website measured by Page Views Per Month shall not exceed the amount specified in the Order Confirmation per calendar month during the Term;
- to proactively monitor the total Page Views Per Month at all times in respect of which the Software is in use;
- to keep full, complete, accurate and up-to-date records of the total number of Page Views Per Month for the duration of the Term and to retain such records for no less than six (6) years following expiry or termination of this Agreement;
- to provide to us within 10 working days of our written request complete, accurate and up-to-date data regarding the number of Page Views Per Month requested;
- to not remove, amend or modify any information relating to the Font(s) (including, without limitation, metadata) or file name of the Software;
- not to rename or otherwise identify the Software in any way other than by the original Software name in any CSS file.

You undertake that, in the event that any use of the Font(s) (or any part thereof) falls outside of the scope of the Permitted Use, you will immediately enter into the applicable licence (and pay any additional applicable fee at our then going rate) which you would have been required to enter into had you sought permission from us in respect of such use.

In the event that the number of Page Views Per Month exceeds the amount of Page Views Per Month specified in the Order Confirmation in any given calendar month during the Term, you acknowledge and agree that it will be necessary to purchase an additional licence to account for the increased number of Page Views Per Month.

2. Excluded Uses

Any use of the Font(s) outside the scope of the Permitted Use will require an additional licence to be purchased. Use outside the scope of the Permitted Use may include, but is not limited to or dependant upon:

- use in connection with the production of and/or distribution of Materials;
- embedding the Font(s) within any Materials;
- use in any design software that allows the use of WOFF files (e.g. Figma, Sketch etc.);
- use in any logo, device, graphic mark, symbol, certification mark, emblem, trade mark or sign;
- filing an application to register and/or registering as a registered intellectual property right (such as a registered trade mark, registered design, patent, or registered copyright application) any logo, device, graphic mark, symbol, certification mark, emblem, trade mark or sign, or other material of any kind, containing or incorporating the Font(s), or any typeface similar or identical to that generated by the Font(s);
- copying, alteration, modification, reverse engineering, combining, converting, renting, sublicensing, merging, transferring or distributing the Font(s);
- use in connection with the creation or publication of electronic publications (such as e-books, e-magazines, etc.);
- use in software apps;
- use in editable documents to be distributed to third parties (e.g. Figma, MS Word, PowerPoint etc.);
- use in connection with moving images (which includes any and all use within videos, promotional clips, moving images or otherwise);
- use in connection with broadcasting, transmitting, streaming, or otherwise airing (e.g. exhibition or display in cinemas, motion pictures, on television or on cable television, etc.);
- embedding of the Font(s) within hardware equipment or the operation system of an electronic device (e.g. an e-book reader, a mobile operating system, etc.) or software;
- transmitting the Font(s) to third parties via the Internet;
- use on products you sell (including as or within software products);
- use on or in documents or material that are to be made available via social media channels;
- use on products you sell (including as or within software products);
- use beyond the Term.

You undertake that, in the event that any use of the Font(s) (or any part thereof) falls outside of the scope of the Permitted Use, you will immediately enter into the applicable licence (and pay any additional applicable fee at our then going rate) which you would have been required to enter into had you sought permission from us in respect of such use.

Please contact us via types@bauertypes.com with specific information on such projects for more information and/or a price quote.

3. Back-up

You may make and use back-up copies of the Font(s) for archival and recovery purposes only, provided that you retain exclusive custody and control over such copies. Any copy of the Font(s) must contain the same copyright, trademark, and other proprietary information as the originals.

If you have any questions about this licence or our Font(s), please do not hesitate to contact us via types@bauertypes.com. We are happy to assist you with support and advice.

End User Licence Agreement (EULA)

Mobile App Licence

Pau Alcover 92, Bjos.
08017 Barcelona

We are Bauertypes S.L. (we/us/our) a limited company incorporated in Spain under registered company number B-60302130. Our registered address is Pau Alcover 92, Bajos 08017, Barcelona, Spain.

By accessing our services and/or downloading or using our Font(s), whether obtained via our website or any third party, you agree to be bound by the terms of this End-User Licence Agreement (EULA) and our General Terms (available here, which are incorporated by reference) (together, the **Agreement**).

If you do not agree to the terms of this Agreement, you must not use our Font(s).

What is this licence?

This Agreement allows you to embed the Software within the asset bundle and/or associated sever relevant to each Permitted Title of a Mobile App for the purpose of allowing the Typeface(s) to be displayed within the Permitted Title(s), and to distribute those Permitted Tiles via the most common 'App Stores', such as Google Play, Apple App Store, and others, up to 100,000 Downloads. This Agreement does not permit use of the Font(s) in respect of any Permitted Title which has (now or in the future) been Downloaded more than 100,000 times in aggregate across the App Store(s); such use will require you to enter into an additional licence.

Should you wish to use the Font(s) outside the scope of the Permitted Use, you will be required to purchase an additional appropriate licence in respect of such use. You can purchase licences in respect of such uses by contacting us at types@bauertypes.com.

In case of direct contradiction between the terms of this Agreement and the Order Confirmation, the terms and conditions of this Agreement shall prevail.

Key Definitions:

The following key definitions will apply to this Agreement:

"App Store" means an operating system of any of the following app stores: 'Google Play'; the Apple 'App Store'; the Windows/Microsoft App 'Store'; the 'Amazon AppStore'; and such other stores as we may permit in writing from time to time;

"Download" means each download and/or install instance and/or streaming user of the Permitted Title via the App Store(s);

"Effective Date" means the date of the Order Confirmation;

"Font(s)" means, together, the Typeface(s) and Software, and any part thereof;

"Order Confirmation" means the email confirming that your order for the Font(s) has been placed and accepted, and which contains key details of the Font(s), permitted number of

Devices and other relevant information to which this Agreement relates;

"Materials" means physical and digital artwork and proofs, static image files, pdfs, digital documents and posters, white papers, and other materials (including for use in physical signage, hard-copy books, hard-copy magazines, hard-copy publications, stationery, packaging, static advertising and marketing materials, GIFs, and flash files;

"Mobile App" means a single software program intended to operate on a mobile device (excluding laptop computers and consoles) and which is:

- (a) distributed as software only by you to end users, either directly or via an App Store;
- (b) not embedded into hardware of any kind;
- (c) not embedded into a platform or operating system that can run other software programs; and
- (d) is not an operating system.

"Permitted Titles" means the number of individual and separate Mobile App titled specified in the Order Confirmation, in respect of which use of the Font(s) is permitted;

"Permitted Use" has the meaning given in clause 1;

"Software" means the software or instructions which, when used on an appropriate device or devices, generates the Typeface(s);

"Term" means means the licence term specified in the Order Confirmation, commencing on the Effective Date;

"Typeface" means the typeface(s) and typographic designs and ornaments which are the subject of your order.

1. Permitted Use – Mobile App Licence Grant

Subject to your timely payment and ongoing compliance with the terms of this Agreement (and without prejudice to any other right of termination as set out herein), we hereby grant to you for the duration of the Term, a worldwide, non-exclusive, non-transferable, revocable licence to:

- store and embed the Software in the asset bundle and/or associated sever of each Permitted Title(s), and loading the Software from any external servers, for the purpose of displaying the Typeface(s) within the Permitted Title(s); and
- distribute each Permitted Title to the public via the App Store(s) up to 100,000 Downloads; together, the **'Permitted Use'**.

The above-referenced licence grant shall automatically expire at the end of the Term.

Measuring Downloads

By downloading and/or using our Font(s), you undertake to us:

- (a) that the total number of Downloads of each Permitted Title shall not exceed 100,000, calculated in aggregate across the App Store(s);
- (b) to proactively monitor the total number of Downloads of each Permitted Title at all times in respect of which the Software is in use;
- (c) to keep full, complete, accurate and up-to-date records of the total number of Downloads of each Permitted Title for the duration of the Term and for no less than six (6) years following expiry or termination of this Agreement;
- (d) to provide to us within 10 working days of our written request complete, accurate and up-to-date data regarding the total number of Downloads of each Permitted Title;
- (e) to not remove, amend or modify any information relating to the Font(s) (including, without limitation, metadata) or file name of the Software, within the Permitted Title;
- (f) not to rename or otherwise identify the Software in any way other than by the original Software name in any software file.

2. Excluded Uses

Any use of the Font(s) outside the scope of the Permitted Use will require an additional licence to be purchased. Use outside the scope of the Permitted Use may include, but is not limited to or dependant upon:

- use of the Font(s) in respect of any Permitted Title which has (now or in the future) been Downloaded more than 100,000 times in aggregate across the App Store(s);
- use in respect of the design of any of the Permitted Titles and any Materials to be incorporated in or used in connection with any of the Permitted Titles (which will require a Desktop Licence);
- use in connection with the production of and/or distribution of Materials;
- embedding the Font(s) within any Materials;
- use on any website;
- use in any design software that allows the use of WOFF files (e.g. Figma, Sketch etc.);
- use in any logo, device, graphic mark, symbol, certification mark, emblem, trade mark or sign;
- filing an application to register and/or registering as a registered intellectual property right (such as a registered trade mark, registered design, patent, or registered copyright application) any logo, device, graphic mark, symbol, certification mark, emblem, trade mark or sign, or other material of any kind, containing or incorporating the Font(s), or any typeface similar or identical to that generated by the Font(s);
- copying, alteration, modification, reverse engineering, combining, converting, renting, sublicensing, merging, transferring or distributing the Font(s);
- use in connection with the creation or publication of electronic publications (such as e-books, e-magazines, etc.);
- use in editable documents to be distributed to third parties (e.g. Figma, MS Word, PowerPoint etc.);
- use in connection with moving images (which includes any and all use within videos, promotional clips, moving images or otherwise);
- use in connection with broadcasting, transmitting, streaming, or otherwise airing (e.g. exhibition or display in cinemas, motion pictures, on television or on cable television, etc.);
- embedding of the Font(s) within hardware equipment or the operation system of an electronic device (e.g. an e-book reader, a mobile operating system, etc.) or software;
- transmitting the Font(s) to third parties via the Internet;
- use on products you sell (excluding the Permitted Titles);
- use on or in documents or material that are to be made available via social media channels;
- use on products you sell (including as or within software products);
- use beyond the Term.

You undertake that, in the event that any use of the Font(s) (or any part thereof) falls outside of the scope of the Permitted Use, you will immediately enter into the applicable licence (and pay any additional applicable fee at our then going rate) which you would have been required to enter into had you sought permission from us in respect of such use.

Please contact us via types@bauertypes.com with specific information on such projects for more information and/or a price quote.

3. Back-up

You may make and use back-up copies of the Font(s) for archival and recovery purposes only, provided that you retain exclusive custody and control over such copies. Any copy of the Font(s) must contain the same copyright, trademark, and other proprietary information as the originals.

If you have any questions about this licence or our Font(s), please do not hesitate to contact us via types@bauertypes.com. We are happy to assist you with support and advice.

End User Licence Agreement (EULA)

Broadcast/Moving Image Licence

Pau Alcover 92, Bjos.
08017 Barcelona

We are Bauertypes S.L. (we/us/our) a limited company incorporated in Spain under registered company number B-60302130. Our registered address is Pau Alcover 92, Bajos 08017, Barcelona, Spain.

By accessing our services and/or downloading or using our Font(s), whether obtained via our website or any third party, you agree to be bound by the terms of this End-User Licence Agreement (EULA) and our General Terms (available here, which are incorporated by reference) (together, the **Agreement**).

If you do not agree to the terms of this Agreement, you must not use our Font(s).

What is this licence?

This Agreement allows you to broadcast, transmit, stream, and air Materials to the public via the Broadcast Platform(s) in connection with a specific Project.

Should you wish to use the Font(s) outside the scope of the Permitted Use, you will be required to purchase an additional appropriate licence in respect of such use. You can purchase licences in respect of such uses by contacting us at types@bauertypes.com.

In case of direct contradiction between the terms of this Agreement and the Order Confirmation, the terms and conditions of this Agreement shall prevail

types@bauertypes.com

Key Definitions:

The following key definitions will apply to this Agreement:

"Audience Size" means the total number of unique individuals who view, access, or otherwise consume the Materials per Broadcast (measured by industry-standard metrics including but not limited to ratings, unique viewers, subscribers, ticket sales, download counts, streaming views, or other comparable measurement methodologies appropriate to the broadcast medium); **"Broadcast"** means communicating the Materials in television, streaming, film, video, cinema or other visual broadcast media as available via the Broadcast Platform(s);

"Broadcast Platform(s)" means the agreed platform(s) via which the Broadcast will be distributed, as further specified in the Order Confirmation;

"Effective Date" means the date of the Order Confirmation;

"Font(s)" means, together, the Typeface(s) and Software, and any part thereof;

"Order Confirmation" means the email confirming that your order for the Font(s) has been placed and accepted, and which contains key details of the Font(s), permitted number of Devices and other relevant information to which this Agreement relates;

"Materials" means physical and digital artwork and proofs, static and moving image files, pdfs, digital documents and posters, white papers, and other materials (including for use in physical signage, hard-copy books, hard-copy magazines, hard-copy publications, stationery, packaging, static advertising and marketing materials, GIFs, and/or flash files which incorporate and/or otherwise use the Font(s) or any part thereof;

"Permitted Use" has the meaning given in clause 1;

"Project(s)" means the specific project as further described in the Order Confirmation;

"Software" means the software or instructions which, when used on an appropriate device or devices, generates the Typeface(s);

"Territory" means the geographic territory specified in the Order Confirmation;

"Term" means the licence term specified in the Order Confirmation, commencing on the Effective Date;

"Typeface" means the typeface(s) and typographic designs and ornaments which are the subject of your order.

1. 1. Permitted Use - Broadcast/Moving Image Licence Grant

Subject to your timely payment and ongoing compliance with the terms of this Agreement, we hereby grant to you for the duration of the Term, a worldwide, non-exclusive, non-transferable, revocable licence to Broadcast the Materials to the public, within the Territory, via the Broadcast Platforms, in connection with the Project and up to the Audience Size limit specified in the Order Confirmation together, the **Permitted Use**.

The above-referenced licence grant shall automatically expire at the end of the Term.

Measuring Downloads

By downloading and/or using our Font(s), you undertake to us:

- not to exceed the Permitted Use;
- to keep full, complete, accurate and up-to-date records of the actual Audience Size in respect of each Broadcast and to retain such records for no less than six (6) years following expiry or termination of this Agreement;
- to provide to us within 10 working days of our written request complete, accurate and up-to-date data regarding the actual Audience Size of each Broadcast during the Term;
- to not remove, amend or modify any information relating to the Font(s) (including, without limitation, metadata) or file name of the Software within any Materials;
- not to rename or otherwise identify the Software in any way other than by the original Software name in any CSS file.

You undertake that, in the event that any use of the Font(s) (or any part thereof) falls outside of the scope of the Permitted Use, you will immediately enter into the applicable licence (and pay any additional applicable fee at our then going rate) which you would have been required to enter into had you sought permission from us in respect of such use.

Please visit our website or contact us via types@bauertypes.com with specific information on such projects for more information and/or a price quote.

2. Excluded Uses

Any use of the Font(s) outside the scope of the Permitted Use will require an additional licence to be purchased. Use outside the scope of the Permitted Use may include, but is not limited to or dependant upon:

- use in respect of the design, creation or modification of Advertising Documents (which will require a Desktop Licence);
- installing the Software on any website server for the purpose of rendering text in the Typeface(s) as part of the website design (as opposed to within Materials to be Broadcast);

- use in any design software that allows the use of WOFF files (e.g. Figma, Sketch etc.);
- use in any logo, device, graphic mark, symbol, certification mark, emblem, trade mark or sign;
- filing an application to register and/or registering as a registered intellectual property right (such as a registered trade mark, registered design, patent, or registered copyright application) any logo, device, graphic mark, symbol, certification mark, emblem, trade mark or sign, or other material of any kind, containing or incorporating the Font(s), or any typeface similar or identical to that generated by the Font(s);
- copying, alteration, modification, reverse engineering, combining, converting, renting, sublicensing, merging, transferring or distributing the Font(s);
- use in connection with the creation or publication of electronic publications (such as e-books, e-magazines, etc.);
- use in editable documents to be distributed to third parties (e.g. Figma, MS Word, PowerPoint etc.);
- embedding of the Font(s) within hardware equipment or the operation system of an electronic device (e.g. an e-book reader, a mobile operating system, etc.) or software;
- use on or in documents or material that are to be made available via social media channels;
- use on products you sell (including as or within software products);
- use beyond the Term.

You undertake that, in the event that any use of the Font(s) (or any part thereof) falls outside of the scope of the Permitted Use, you will immediately enter into the applicable licence (and pay any additional applicable fee at our then going rate) which you would have been required to enter into had you sought permission from us in respect of such use.

Please visit our website or contact us via types@bauertypes.com with specific information on such projects for more information and/or a price quote.

3. Back-up

You may make and use back-up copies of the Font(s) for archival and recovery purposes only, provided that you retain exclusive custody and control over such copies. Any copy of the Font(s) must contain the same copyright, trademark, and other proprietary information as the originals.

If you have any questions about this licence or our Font(s), please do not hesitate to contact us via types@bauertypes.com. We are happy to assist you with support and advice.

End User Licence Agreement (EULA)

e-Publishing Licence

Pau Alcover 92, Bjos.
08017 Barcelona

We are Bauertypes S.L. (we/us/our) a limited company incorporated in Spain under registered company number B-60302130. Our registered address is Pau Alcover 92, Bajos 08017, Barcelona, Spain.

By accessing our services and/or downloading or using our Font(s), whether obtained via our website or any third party, you agree to be bound by the terms of this End-User Licence Agreement (EULA) and our General Terms (available here, which are incorporated by reference) (together, the **Agreement**).

If you do not agree to the terms of this Agreement, you must not use our Font(s).

What is this licence?

This Agreement allows you to embed the Software within the number of e-Publications, which are to be distributed via the most common 'e-Publishing Stores', such as Apple Books; ebooks.com; Google Play Books; Amazon and Kindle etc.

Should you wish to use the Font(s) outside the scope of the Permitted Use, you will be required to purchase an additional appropriate licence in respect of such use. You can purchase licences in respect of such uses or by contacting us at types@bauertypes.com.

In case of direct contradiction between the terms of this Agreement and the Order Confirmation, the terms and conditions of this Agreement shall prevail.

types@bauertypes.com

Key Definitions:

The following key definitions will apply to this Agreement:

"e-Publication" means a digital computer file consisting of text and/or images which is machine readable on electronic devices (including handheld digital devices, laptop computers and consoles) and which is:

- (a) distributed as software only by you to end users, either directly or via an e-Publishing Store;
- (b) not embedded into hardware of any kind;
- (c) not embedded into a platform or operating system that can run other software programs; and
- (d) is not an operating system.

"e-Publishing Store" means an operating system of any well regarded and recognized e-Publishing Stores including, without limitation, 'Google Play Books'; the Apple 'Book Store'; 'Amazon' and 'Kindle'; 'ebooks.com'; 'Kobo'; and such other stores as we may permit in writing from time to time;

"Effective Date" means the date of the Order Confirmation;

"Font(s)" means, together, the Typeface(s) and Software, and any part thereof;

"Order Confirmation" means the email confirming that your order for the Font(s) has been placed and accepted, and which contains key details of the Font(s), permitted number of Devices and other relevant information to which this Agreement relates;

"Materials" means physical and digital artwork and proofs, static image files, pdfs, digital documents and posters, white papers, and other materials (including for use in physical signage, hard-copy books, hard-copy magazines, hard-copy publications, stationery, packaging, static advertising and marketing materials, GIFs, and flash files;

"Permitted Titles" means the number of individual e-Publication titles specified in the Order Confirmation for which use of the Font Software is authorised under this Agreement, and which includes all iterations of those titles which are materially and functionally equivalent across e-Publishing Stores (including translations), but which excludes all sequels, relaunches, derived titles, iterations, series or otherwise to those ePublication titles.

"Permitted Use" has the meaning given in clause 1;

"Software" means the software or instructions which, when used on an appropriate device or devices, generates the Typeface(s);

"Term" means the licence term specified in the Order Confirmation, commencing on the Effective Date;

"Typeface" means the typeface(s) and typographic designs and ornaments which are the subject of your order.

1. Permitted Use – E-Publication Licence Grant

Subject to your timely payment and ongoing compliance with the terms of this Agreement (and without prejudice to any other right of termination as set out herein), we hereby grant to you for the duration of the Term, a worldwide, non-exclusive, non-transferable, revocable licence, to store and embed the Software within the e-Publication file of each Permitted Title distributed via the e-Publication Store(s), for the purpose of displaying the Typeface(s) to end-users of each Permitted Title (the '**Permitted Use**').

The above-referenced licence grant shall automatically expire at the end of the Term..

2. Excluded Uses

Any use of the Font(s) outside the scope of the Permitted Use will require an additional licence to be purchased. Use outside the scope of the Permitted Use may include, but is not limited to or dependant upon:

- use in respect of the design, creation or modification of Advertising Documents (which will require a Desktop Licence);
- installing the Software on any website server for the purpose of rendering text in the Typeface(s) as part of the website design (as opposed to within Materials to be Broadcast);
- use in any design software that allows the use of WOFF files (e.g. Figma, Sketch etc.);
- use in any logo, device, graphic mark, symbol, certification mark, emblem, trade mark or sign;
- filing an application to register and/or registering as a registered intellectual property right (such as a registered trade mark, registered design, patent, or registered copyright application) any logo, device, graphic mark, symbol, certification mark, emblem, trade mark or sign, or other material of any kind, containing or incorporating the Font(s), or any typeface similar or identical to that generated by the Font(s);
- use in respect of the design of any of the Permitted Titles and any Materials to be incorporated in or used in connection with any of the Permitted Titles (which will require a Desktop Licence);
- use in connection with the production of and/or distribution of Materials;
- embedding the Font(s) within any Materials;

- use on any website;
- use in any design software that allows the use of WOFF files (e.g. Figma, Sketch etc.);
- use in any logo, device, graphic mark, symbol, certification mark, emblem, trade mark or sign;
- filing an application to register and/or registering as a registered intellectual property right (such as a registered trade mark, registered design, patent, or registered copyright application) any logo, device, graphic mark, symbol, certification mark, emblem, trade mark or sign, or other material of any kind, containing or incorporating the Font(s), or any typeface similar or identical to that generated by the Font(s);
- copying, alteration, modification, reverse engineering, combining, converting, renting, sublicensing, merging, transferring or distributing the Font(s);
- use in software apps;
- use in editable documents to be distributed to third parties (e.g. Figma, MS Word, PowerPoint etc.);
- use in connection with moving images (which includes any and all use within videos, promotional clips, moving images or otherwise);
- use in connection with broadcasting, transmitting, streaming, or otherwise airing (e.g. exhibition or display in cinemas, motion pictures, on television or on cable television, etc.);
- embedding of the Font(s) within hardware equipment or the operation system of an electronic device (e.g. an e-book reader, a mobile operating system, etc.) or software;
- transmitting the Font(s) to third parties via the Internet;
- use on products you sell (excluding the Permitted Titles);
- use on or in documents or material that are to be made available via social media channels;
- use on products you sell (including as or within software products);
- use beyond the Term.

You undertake that, in the event that any use of the Font(s) (or any part thereof) falls outside of the scope of the Permitted Use, you will immediately enter into the applicable licence (and pay any additional applicable fee at our then going rate) which you would have been required to enter into had you sought permission from us in respect of such use.

Please contact us via types@bauertypes.com with specific information on such projects for more information and/or a price quote.

3. Back-up

You may make and use back-up copies of the Font(s) for archival and recovery purposes only, provided that you retain exclusive custody and control over such copies. Any copy of the Font(s) must contain the same copyright, trademark, and other proprietary information as the originals

If you have any questions about this licence or our Font(s), please do not hesitate to contact us via types@bauertypes.com. We are happy to assist you with support and advice.

End User Licence Agreement (EULA)

Original Equipment Manufacturing Licence

Pau Alcover 92, Bjos.
08017 Barcelona

We are Bauertypes S.L. (we/us/our) a limited company incorporated in Spain under registered company number B-60302130. Our registered address is Pau Alcover 92, Bajos 08017, Barcelona, Spain.

By accessing our services and/or downloading or using our Font(s), whether obtained via our website or any third party, you agree to be bound by the terms of this End-User Licence Agreement (EULA) and our General Terms (available here, which are incorporated by reference) (together, the **Agreement**).

If you do not agree to the terms of this Agreement, you must not use our Font(s).

What is this licence?

This Agreement allows you to embed the Software within a Software Operating System which is pre-installed, or exclusively made available for installation.

Should you wish to use the Font(s) outside the scope of the Permitted Use, you will be required to purchase an additional appropriate licence in respect of such use. You can purchase licences in respect of such uses by contacting us at types@bauertypes.com.

In case of direct contradiction between the terms of this Agreement and the Order Confirmation, the terms and conditions of this Agreement shall prevail.

types@bauertypes.com

Key Definitions:

The following key definitions will apply to this Agreement:

"Effective Date" means the date of the Order Confirmation;

"Excluded Uses" has the meaning given in clause 2;

"Font(s)" means, together, the Typeface(s) and Software, and any part thereof;

"Materials" means physical and digital artwork and proofs, static image files, pdfs, digital documents and posters, white papers, and other materials (including for use in physical signage, hard-copy books, hard-copy magazines, hard-copy publications, stationery, packaging, static advertising and marketing materials, GIFs, and flash files;

"Order Confirmation" means the email confirming that your order for the Font(s) has been placed and accepted, and which contains key details of the Font(s), permitted number of Devices and other relevant information to which this Agreement relates;

"Permitted Devices" means the number of computer hardware devices as specified in the Order Confirmation upon which the Software Operating System may be installed;

"Permitted Use" has the meaning given in clause 1;

"Software" means the software or instructions which, when used on an appropriate device or devices, generates the Typeface(s);

"Software Operating System" means a system software to be installed on the Permitted Devices which manages and controls the processes of those Permitted Devices and allows those Permitted Devices to interact with all other software applications installed on those Permitted Devices, as more specifically set out in the Order Confirmation.

"Term" means means the licence term specified in the Order Confirmation, commencing on the Effective Date;

"Typeface" means the typeface(s) and typographic designs and ornaments which are the subject of your order.

1. Permitted Use

Subject to your timely payment and ongoing compliance with the terms of this Agreement (and without prejudice to any other right of termination as set out herein), we hereby grant to you for the duration of the Term, a worldwide, non-exclusive, non-transferable, revocable licence to embed the Software in the Software Operating System and to install (or allow to be installed) that Software Operating System (including updates of that Software Operating System from time to time) on those Permitted Devices as set out in the Order Confirmation, solely for the purpose of that Software being used to display the Typeface(s) on those Permitted Devices via the Software Operating System (the **Permitted Use**).

The above-referenced licence grant shall automatically expire at the end of the Term.

2. Excluded Uses

Any use of the Font(s) outside the scope of the Permitted Use will require an additional licence to be purchased. Use outside the scope of the Permitted Use may include, but is not limited to or dependant upon:

- use in respect of the design, creation or modification of Advertising Documents (which will require a Desktop Licence);
- installing the Software on any website server for the purpose of rendering text in the Typeface(s) as part of the website design (as opposed to within Materials to be Broadcast);
- use in any design software that allows the use of WOFF files (e.g. Figma, Sketch etc.);
- use in any logo, device, graphic mark, symbol, certification mark, emblem, trade mark or sign;
- filing an application to register and/or registering as a registered intellectual property right (such as a registered trade mark, registered design, patent, or registered copyright application) any logo, device, graphic mark, symbol, certification mark, emblem, trade mark or sign, or other material of any kind, containing or incorporating the Font(s), or any typeface similar or identical to that generated by the Font(s);
- use in respect of the design of any of the Permitted Titles and any Materials to be incorporated in or used in connection with any of the Permitted Titles (which will require a Desktop Licence);
- use in respect of the design of any of the Software Operating System and any Materials to be incorporated in or used in connection with any of the Software Operating System (which will require a Desktop Licence);
- use in connection with the production of and/or distribution of Materials;
- embedding the Font(s) within any Materials;
- use on any website;
- use in any design software that allows the use of WOFF files (e.g. Figma, Sketch etc.);
- use in any logo, device, graphic mark, symbol, certification mark, emblem, trade mark or sign;

- filing an application to register and/or registering as a registered intellectual property right (such as a registered trade mark, registered design, patent, or registered copyright application) any logo, device, graphic mark, symbol, certification mark, emblem, trade mark or sign, or other material of any kind, containing or incorporating the Font(s), or any typeface similar or identical to that generated by the Font(s);
- copying, alteration, modification, reverse engineering, combining, converting, renting, sublicensing, merging, transferring or distributing the Font(s);
- use in connection with the creation or publication of electronic publications (such as e-books, e-magazines, etc.);
- use in editable documents to be distributed to third parties (e.g. Figma, MS Word, PowerPoint etc.);
- use in connection with moving images (which includes any and all use within videos, promotional clips, moving images or otherwise);
- use in connection with broadcasting, transmitting, streaming, or otherwise airing (e.g. exhibition or display in cinemas, motion pictures, on television or on cable television, etc.);
- transmitting the Font(s) to third parties via the Internet;
- use on products you sell (excluding the Software Operating System);
- use on or in documents or material that are to be made available via social media channels;
- use on products you sell (including as or within software products);
- use beyond the Term.

You undertake that, in the event that any use of the Font(s) (or any part thereof) falls outside of the scope of the Permitted Use, you will immediately enter into the applicable licence (and pay any additional applicable fee at our then going rate) which you would have been required to enter into had you sought permission from us in respect of such use.

Please visit our website or contact us via types@bauertypes.com with specific information on such projects for more information and/or a price quote.

3. Back-up

You may make and use back-up copies of the Font(s) for archival and recovery purposes only, provided that you retain exclusive custody and control over such copies. Any copy of the Font(s) must contain the same copyright, trademark, and other proprietary information as the originals.

If you have any questions about this licence or our Font(s), please do not hesitate to contact us via types@bauertypes.com. We are happy to assist you with support and advice.

End User Licence Agreement (EULA)

Logo/Trade Mark Licence

Pau Alcover 92, Bjos.
08017 Barcelona

We are Bauertypes S.L. (we/us/our) a limited company incorporated in Spain under registered company number B-60302130. Our registered address is Pau Alcover 92, Bajos 08017, Barcelona, Spain.

By accessing our services and/or downloading or using our Font(s), whether obtained via our website or any third party, you agree to be bound by the terms of this End-User Licence Agreement (EULA) and our General Terms (available here, which are incorporated by reference) (together, the **Agreement**).

If you do not agree to the terms of this Agreement, you must not use our Font(s).

What is this licence?

Subject to the terms of this Agreement, this licence allows you to use the Font(s) or the purpose of generating a Logo for use in connection with the promotion and marketing of your business and/or your products. This licence does not permit use of the Font(s), or any materials resulting from the use of (or otherwise incorporating) the Font(s), outside the scope of the Permitted Use.

Should you wish to use the Font(s) outside the scope of the Permitted Use, you will be required to purchase an additional appropriate licence in respect of such use. You can purchase licences in respect of such uses by contacting us at types@bauertypes.com.

In case of direct contradiction between the terms of this Agreement and the Order Confirmation, the terms of this Agreement shall prevail.

types@bauertypes.com

Key Definitions:

The following key definitions will apply to this Agreement:

"Device" means a single portable, or non-portable, hardware device upon which the Software may be installed;

"Font(s)" means, together, the Typeface(s) and Software, and any part thereof;

"Group" shall mean you, your holding company and/or your subsidiary companies, and includes any holding company or subsidiary company of the same, and a member of your Group shall be construed accordingly;

"Logo(s)" logo, device, graphic mark, symbol, certification mark, emblem, trade mark or sign.

"Materials" means physical and digital artwork and proofs, static image files, pdfs, digital documents and posters, white papers, and other materials (including for use in physical signage, hard-copy books, hard-copy magazines, hard-copy publications, stationery, packaging, static advertising and marketing materials, GIFs, and flash files;

"Order Confirmation" means the email confirming that your order for the Font(s) has been placed and accepted, and which contains key details of the Font(s), permitted number of Devices and other relevant information to which this Agreement relates;

"Permitted Use" has the meaning given in clause 1.

"Software" means the .OTF and/or .TTF software file formats which, when installed on an appropriate device or device, allows a user to generate the Typeface(s) via that Device;

"Typeface" means the typeface(s) and typographic designs and ornaments which are the subject of your order.

1. 1. Permitted Use – Logo/Trade Mark Licence Grant

Subject to you having entered into and paid for a valid Desktop Licence, and subject to your ongoing compliance with the terms of any and all Agreements to which you are subject and the General Terms (and without prejudice to any other right of termination as set out herein), we hereby grant to you, a worldwide, non-exclusive, non-transferable, revocable, perpetual licence to use the Font(s) to generate a Logo and to use that Logo in connection with the promotion of your business and/or products (the **Permitted Use**).

You are not permitted use the Font(s) in respect of the Excluded Uses.

You acknowledge and agree that we give no warranty, representation or undertaking that the use or incorporation of the Typeface in connection with the design, creation and/or publication of the Logo (including any Logo generated in accordance with the Permitted Uses) will not give rise to any actual or alleged claim that the Logo infringes the registered and/or unregistered trade mark and/or design rights of any third party, and you acknowledge and agree that we shall have no liability to you in respect of any loss, damage, liability, cost, or expense suffered or incurred by you as a result of such use.

2. Excluded Uses

Any use of the Font(s) outside the scope of the Permitted Use will require an additional licence to be purchased. Use outside the scope of the Permitted Use may include, but is not limited to or dependant upon:

- use in connection with the production of and/or distribution of Materials;
- embedding the Font(s) within any Materials;
- use on any website(s);
- copying, alteration, modification, reverse engineering, combining, converting, renting, sublicensing, merging, transferring or distributing the Font(s);
- use in connection with the creation or publication of electronic publications (such as e-books, e-magazines, etc.);
- use in mobile apps (applications that can be installed on mobile operating systems);
- use in editable documents to be distributed to third parties (e.g. Figma, MS Word, PowerPoint etc.);
- use in connection with moving images (which includes any and all use within videos, promotional clips, moving images or otherwise);
- use in connection with broadcasting, transmitting, streaming, or otherwise airing (e.g. exhibition or display in cinemas, motion pictures, on television or on cable television, etc.);
- embedding of the Font(s) within hardware equipment or the operation system of an electronic device (e.g. an e-book reader, a mobile operating system, etc.) or software;
- transmitting the Font(s) to third parties via the Internet;
- use on products you sell (including as or within software products);

- use on or in documents or material that are to be made available via social media channels;
- to display typefaces on a printer or other output device.

You undertake that, in the event that any use of the Font(s) (or any part thereof) falls outside of the scope of the Permitted Use, you will immediately enter into the applicable licence (and pay any additional applicable fee at our then going rate) which you would have been required to enter into had you sought permission from us in respect of such use.

Please visit our website or contact us via types@bauertypes.com with specific information on such projects for more information and/or a price quote.

3. Back-up

You may make and use back-up copies of the Font(s) for archival and recovery purposes only, provided that you retain exclusive custody and control over such copies. Any copy of the Font(s) must contain the same copyright, trademark, and other proprietary information as the originals.

If you have any questions about this licence or our Font(s), please do not hesitate to contact us via types@bauertypes.com. We are happy to assist you with support and advice.

End User Licence Agreement (EULA)

Social Media Licence

Pau Alcover 92, Bjos.
08017 Barcelona

We are Bauertypes S.L. (we/us/our) a limited company incorporated in Spain under registered company number B-60302130. Our registered address is Pau Alcover 92, Bajos 08017, Barcelona, Spain.

By accessing our services and/or downloading or using our Font(s), whether obtained via our website or any third party, you agree to be bound by the terms of this End-User Licence Agreement (EULA) and our General Terms (available here, which are incorporated by reference) (together, the **Agreement**).

If you do not agree to the terms of this Agreement, you must not use our Font(s).

What is this licence?

This Agreement allows the publication of Materials to Followers via the Social Media Accounts to the extent described below.

Should you wish to use the Font(s) outside the scope of the Permitted Use, you will be required to purchase an additional appropriate licence in respect of such use. You can purchase licences in respect of such uses by contacting us at types@bauertypes.com.

In case of direct contradiction between the terms of this Agreement and the Order Confirmation, the terms and conditions of this Agreement shall prevail.

types@bauertypes.com

Key Definitions:

The following key definitions will apply to this Agreement:

"Effective Date" means the date of the Order Confirmation;

"Follower" means a profile or user which receives (or is capable of receiving by way of sponsored and/or promoted posts) information from you (or your Influencer(s)) via the Social Media Account(s);

"Font(s)" means, together, the Typeface(s) and Software, and any part thereof;

"Order Confirmation" means the email confirming that your order for the Font(s) has been placed and accepted, and which contains key details of the Font(s), permitted number of Devices and other relevant information to which this Agreement relates;

"Materials" means physical and digital artwork and proofs, static image files, pdfs, digital documents and posters, white papers, and other materials (including for use in physical signage, hard-copy books, hard-copy magazines, hard-copy publications, stationery, packaging, static advertising and marketing materials, GIFs, and/or flash files, which incorporate and/or are otherwise generated from or in connection with the Font(s);

"Permitted Use" has the meaning given in clause 1;

"Social Media Account" means any account through which interactive technology platforms (functioning either as software applications or web, mobile or tablet based applications) enabling the sharing of information, ideas, interests, and other forms of expression through virtual communities and networks may be accessed (which may include, but are not limited to, Baidu Tieba, Facebook (Meta), Instagram, LinkedIn, QZone, TikTok, Tumblr, Twitter, Vimeo, Weibo, WeChat, and YouTube).

"Software" means the software or instructions which, when used on an appropriate device or devices, generates the Typeface(s);

"Term" means the licence term specified in the Order Confirmation, commencing on the Effective Date;;

"Typeface" means the typeface(s) and typographic designs and ornaments which are the subject of your order.

1. Permitted Use – Social Media Licence

Subject to your timely payment and ongoing compliance with the terms of this Agreement and the General Terms (and without prejudice to any other right of termination as set out herein), we hereby grant to you a worldwide, non-exclusive, non-transferable, revocable licence, during the Term, to:

- distribute the Materials to the Permitted Followers via the Social Media Account(s); and
- permit the Influencers to distribute the Materials via the Social Media Account(s), (the **Permitted Use**).

The above-referenced licence grant shall automatically expire at the end of the Term.

2. Excluded Uses

Any use of the Font(s) outside the scope of the Permitted Use will require an additional licence to be purchased. Use outside the scope of the Permitted Use may include, but is not limited to or dependant upon:

- Use of the Font(s) in connection with the design and creation of the Materials (which will require a Desktop Licence);
- use on any website;
- use in any design software that allows the use of WOFF files (e.g. Figma, Sketch etc.);
- use in any logo, device, graphic mark, symbol, certification mark, emblem, trade mark or sign;
- filing an application to register and/or registering as a registered intellectual property right (such as a registered trade mark, registered design, patent, or registered copyright application) any logo, device, graphic mark, symbol, certification mark, emblem, trade mark or sign, or other material of any kind, containing or incorporating the Font(s), or any typeface similar or identical to that generated by the Font(s);
- copying, alteration, modification, reverse engineering, combining, converting, renting, sublicensing, merging, transferring or distributing the Font(s);
- use in connection with the creation or publication of electronic publications (such as e-books, e-magazines, etc.);
- use in software apps;
- use in editable documents to be distributed to third parties (e.g. Figma, MS Word, PowerPoint etc.);
- use in connection with moving images (which includes any and all use within videos, promotional clips, moving images or otherwise);
- use in connection with broadcasting, transmitting, streaming, or otherwise airing (e.g. exhibition or display in cinemas, motion pictures, on television or on cable television, etc.);

- embedding of the Font(s) within hardware equipment or the operation system of an electronic device (e.g. an e-book reader, a mobile operating system, etc.) or software;
- transmitting the Font(s) to third parties via the Internet;
- use on products you sell (excluding the Permitted Titles);
- use on products you sell (including as or within software products);
- use beyond the Term.

You undertake that, in the event that any use of the Font(s) (or any part thereof) falls outside of the scope of the Permitted Use, you will immediately enter into the applicable licence (and pay any additional applicable fee at our then going rate) which you would have been required to enter into had you sought permission from us in respect of such use.

Please contact us via types@bauertypes.com with specific information on such projects for more information and/or a price quote.

3. Back-up

You may make and use back-up copies of the Font(s) for archival and recovery purposes only, provided that you retain exclusive custody and control over such copies. Any copy of the Font(s) must contain the same copyright, trademark, and other proprietary information as the originals.

If you have any questions about this licence or our Font(s), please do not hesitate to contact us via types@bauertypes.com. We are happy to assist you with support and advice.

End User Licence Agreement (EULA)

Digital Advertising Licence

Pau Alcover 92, Bjos.
08017 Barcelona

We are Bauertypes S.L. (we/us/our) a limited company incorporated in Spain under registered company number B-60302130. Our registered address is Pau Alcover 92, Bajos 08017, Barcelona, Spain.

By accessing our services and/or downloading or using our Font(s), whether obtained via our website or any third party, you agree to be bound by the terms of this End-User Licence Agreement (EULA) and our General Terms (available here, which are incorporated by reference) (together, the **Agreement**).

If you do not agree to the terms of this Agreement, you must not use our Font(s).

What is this licence?

Subject to the terms of this Agreement, this licence permits you to generate the Advertising Documents up to the Monthly Limit of Impressions. This Agreement does not permit use of the Font(s) in connection with the design, creation or modification of Advertising Documents (which will require you to enter into a Desktop Licence), nor does it permit use where the Impressions exceed the Monthly Limit; such use will require you to enter into an additional licence.

Should you wish to use the Font(s) outside the scope of the Permitted Use, you will be required to purchase an additional appropriate licence in respect of such use. You can purchase licences in respect of such uses by contacting us at types@bauertypes.com.

In case of direct contradiction between the terms of this Agreement and the Order Confirmation, the terms and conditions of this Agreement shall prevail.

types@bauertypes.com

Key Definitions:

The following key definitions will apply to this Agreement:

"Advertising Document" means any banner ad, display advertisement, sponsored content, or other document or content created primarily for promotional and marketing purposes (including, without limitation, static, animated or interactive content) and delivered via the internet, within which the Software (or any part thereof) is embedded or within which the Typeface (or any part thereof) is otherwise reproduced;

"Effective Date" means the date of the Order Confirmation;

"Font(s)" means, together, the Typeface(s) and Software, and any part thereof;

"Impression" means each single instance of any Advertising Document being delivered to and rendered on a user's device;

"Monthly Limit" means the maximum number of Impressions permitted, in aggregate across all Advertising Documents, during each calendar month throughout the Term, as further specified in the Order Confirmation;

"Order Confirmation" means the email confirming that your order for the Font(s) has been placed and accepted, and which contains key details of the Font(s), the Monthly Limit and other relevant information to which this Agreement relates;

"Permitted Use" has the meaning given in clause 1;

"Software" means the software or instructions which, when used on an appropriate device or devices, generates the Typeface(s);

"Term" means the licence term specified in the Order Confirmation, commencing on the Effective Date;

"Typeface" means the typeface(s) and typographic designs and ornaments which are the subject of your order.

1. Permitted Use – Digital Advertising Licence Grant

Subject to your timely payment and ongoing compliance with the terms of this Agreement, we hereby grant to you a worldwide, non-exclusive, non-transferable, revocable licence, to generate Advertising Documents up to the Monthly Limit of Impressions during the Term (together, the 'Permitted Use').

The above-referenced licence grant shall automatically expire at the end of the Term.

Measuring Impressions Per Month

By downloading and/or using our Font(s), you undertake to us:

- not to exceed the Permitted Use;
- to keep full, complete, accurate and up-to-date records of the total number of Impressions in respect of each calendar month during the Term and to retain such records for no less than six (6) years following expiry or termination of this Agreement;
- to provide to us within 10 working days of our written request complete, accurate and up-to-date data regarding the total number of Impressions in respect of each calendar month during the Term;
- to not remove, amend or modify any information relating to the Font(s) (including, without limitation, metadata) or file name of the Software within any Advertising Documents;
- not to rename or otherwise identify the Software in any way other than by the original Software name in any CSS file.

2. Excluded Uses

Any use of the Font(s) outside the scope of the Permitted Use will require an additional licence to be purchased. Use outside the scope of the Permitted Use may include, but is not limited to or dependant upon:

- use in respect of the design, creation or modification of Advertising Documents (which will require a Desktop Licence);
- installing the Software on any website server for the purpose of rendering text in the Typeface(s) as part of the website design (as opposed to within Advertising Documents displayed via a website);
- use in any design software that allows the use of WOFF files (e.g. Figma, Sketch etc.);
- use in any logo, device, graphic mark, symbol, certification mark, emblem, trade mark or sign;
- filing an application to register and/or registering as a registered intellectual property right (such as a registered trade mark, registered design, patent, or registered copyright application) any logo, device, graphic mark, symbol, certification mark, emblem, trade mark or sign, or other material of any kind, containing or incorporating the Font(s), or any typeface similar or identical to that generated by the Font(s);

- copying, alteration, modification, reverse engineering, combining, converting, renting, sublicensing, merging, transferring or distributing the Font(s);
- use in connection with the creation or publication of electronic publications (such as e-books, e-magazines, etc.);
- use in editable documents to be distributed to third parties (e.g. Figma, MS Word, PowerPoint etc.);
- use in connection with broadcasting, transmitting, streaming, or otherwise airing (e.g. exhibition or display in cinemas, motion pictures, on television or on cable television, etc.);
- embedding of the Font(s) within hardware equipment or the operation system of an electronic device (e.g. an e-book reader, a mobile operating system, etc.) or software;
- use on or in documents or material that are to be made available via social media channels;
- use on products you sell (including as or within software products);
- use beyond the Term.

You undertake that, in the event that any use of the Font(s) (or any part thereof) falls outside of the scope of the Permitted Use, you will immediately enter into the applicable licence (and pay any additional applicable fee at our then going rate) which you would have been required to enter into had you sought permission from us in respect of such use.

Please visit our website or contact us via types@bauertypes.com with specific information on such projects for more information and/or a price quote.

3. Back-up

You may make and use back-up copies of the Font(s) for archival and recovery purposes only, provided that you retain exclusive custody and control over such copies. Any copy of the Font(s) must contain the same copyright, trademark, and other proprietary information as the originals.

If you have any questions about this licence or our Font(s), please do not hesitate to contact us via types@bauertypes.com. We are happy to assist you with support and advice.