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1. Introduction

This End User License Agreement (the **Agreement**) is a legally binding contract between the Pyte Foundry (**Pyte**) and the license owner specified during the checkout process (the **Licensee**).

This Agreement defines the terms of use for the provided computer software intended for the purpose of rendering typographic glyph shapes (the **Fonts**) issued by Pyte. By purchasing, downloading, installing or using the Fonts, the Licensee consents with the terms stated in this Agreement.

Pyte reserves the right to update or modify this Agreement, and will notify the Licensee only of material changes. Modifications to the Agreement will have no retroactive effect; the govern Agreement is issued together with the Font files.

1.1. License owner, tier and fee

The license owner is the company, organization or individual extracting value from the use of the Fonts for the purpose of its visual communication.

The license tier specified during the checkout process must correspond to the total number of employees working for the Licensee at the time of purchase, including full-time, part-time and temporary staff engaged with the Licensee for 6 consecutive months or more.

For license tiers beyond the offered maximum of 10 000 employees, please get in contact to request a custom licensing quote.

In case the organisation licensing the Fonts is growing regarding its number of employees, no update to the license is required. The Licensee needs to update the license only if the intended usage is no longer covered by the previously obtained license (e.g. additional usage for logotypes or streaming, see 2.1. and 2.2.).

In case of business merger, acquisition or change of ownership, a new license reflecting the usage and tier of the organisation needs to be obtained.

The license fee is perpetual with no reoccurring payments other than stated in this Agreement.

1.2. Subcontractors

A **Subcontractor** is any third party (such as a designer, agency, developer, manufacturer or other service provider in the design and production of visual communication) engaged with the Licensee for less than 6 consecutive months.

The Basic, Extended and Social licenses permit any number of Subcontractors to use the Fonts on behalf of the Licensee as long as this happens in accordance with this Agreement. The Licensee is responsible to ensure that any Subcontractor has read and agreed to the terms of this Agreement.

Subcontractors are not permitted to use the Fonts for any other purpose than their services provided to the Licensee. If a Subcontractors stops working for the Licensee, they must delete all copies of the Fonts in their possession.

1.3. Purchase by Subcontractor

A Subcontractor may purchase a license on behalf of the Licensee (their client), provided that:

- ▶ the license owner and tier specified during the checkout process are those of the client and not the Subcontractor;
- ▶ the client has read and agreed to the terms of this Agreement; and
- ▶ the client has expressly entitled the Subcontractor to complete the purchase on its behalf.

Subcontractors purchasing a license on behalf of their client are not permitted to quote or invoice the Licensee for any price other than the license fee paid to Pyte.

2. General licensing terms

Pyte grants the Licensee the limited, non-exclusive, non-transferable, terminable right to install, embed and use the Fonts in accordance with the terms stated in this Agreement.

The obtained license must reflect the Licensee's intended usage of the Fonts regarding the medium, platform and type of document as stated in detail under 2.1. through 2.5.

The Licensee is granted only the rights expressly stated in this Agreement; the use of the Fonts in any other manner not explicitly stated in this Agreement is prohibited. For use cases not covered by this Agreement a custom license needs to be issued by Pyte.

The Licensee is entitled to make any amount of backup copies of the Fonts on local storage devices or cloud storage services. In any case, the Licensee is responsible to prevent unauthorized access through unlicensed third parties or the general public.

2.1. Basic license

The Basic license entitles to use the Fonts:

- ▶ to produce any number and type of printed matter by and for the Licensee.
- ▶ to render text on any number of web pages and online documents (such as PDFs) hosted on domains and subdomains owned by the Licensee.
- ▶ to produce static and dynamic content for social media channels operated by the Licensee.
- ▶ by any number of subcontractors commissioned to create graphic work for the Licensee. (see 1.3.)

2.2. Extended license

The Extended license entitles to use the Fonts:

- ▶ to produce any number and type of printed matter by and for the Licensee.
- ▶ to render text on any number of web pages and online documents (such as PDFs) hosted on domains and subdomains owned by the Licensee.
- ▶ to produce static and dynamic content for social media channels operated by the Licensee.
- ▶ to embed in any number of software (such as apps, video games, eBooks and eBooks) developed by and for the Licensee.

- ▶ to create any number of logotypes for the Licensee, both with modified or unmodified outlines given that the logotypes are provided as vector files and not as font software.

- ▶ to produce content for television, broadcasting, streaming and motion pictures by and for the Licensee.

- ▶ to produce merchandising articles (such as apparel, accessories, packaging, letterform products) by and for the Licensee.
- ▶ to embed into hardware devices (such as smart objects, screens, phones, elevators, vehicles) developed by and for the Licensee.

- ▶ by any number of subcontractors commissioned to create graphic work for the Licensee. (see 1.3.)

2.3. Social license

The Social license is offered to registered charity and non-profit enterprises as well as projects promoting social rights, social justice and equality. Pyte does not require proof upon checkout but reserves the right to inquire about an organisation's eligibility for a Social license.

The Social license entitles to use the Fonts:

- ▶ to produce any number and type of printed matter by and for the Licensee.
- ▶ to render text on any number of web pages and online documents (such as PDFs) hosted on domains and subdomains owned by the Licensee.

- ▶ to produce static and dynamic content for social media channels operated by the Licensee.

- ▶ to embed in any number of software

(such as apps, video games, eBooks and eBooks) developed by and for the Licensee.

- ▶ to create any number of logotypes for the Licensee, both with modified or unmodified outlines given that the logotypes are provided as vector files and not as font software.

- ▶ to produce content for television, broadcasting, streaming and motion pictures by and for the Licensee.

- ▶ to produce merchandising articles (such as apparel, accessories, packaging, letterform products) by and for the Licensee.

- ▶ by any number of subcontractors commissioned to create graphic work for the Licensee. (see 1.3.)

2.4. Student license

The Student license is issued to students enrolled at recognised schools, high schools or universities at the time of purchase. Pyte does not require proof upon checkout but reserves the right to inquire about an individual's eligibility for a Student license.

The Student license entitles to use the Fonts in any medium (print, web, app, social media, logotype, video, etc.) for

- ▶ school assignments,
- ▶ personal projects, and
- ▶ commercial work during and for 3 years succeeding the educational period.

2.5. Trial license

The Trial license permits the Licensee to use the provided trial fonts for preview, testing and evaluation purpose in design mock-ups, sketches, client pitches and

presentations. All usage of the Fonts beyond testing and assessment requires a commercial license (see 2.1. through 2.4.).

The Trial Fonts may be installed on any number of devices within the Licensee's organisation. Trial Fonts must not be used in websites, mobile applications, or other software products accessible to unauthorized third parties or the general public.

Pyte's trial fonts are indicated by the naming suffix TRIAL and include a complete character set and full OpenType functionality.

3. Restrictions

The issued licenses do not allow for:

- ▶ creating renamed, converted, reverse-engineered, modified or derivative versions of the Fonts.
- ▶ redistributing, reselling or sub-licensing of the Fonts to unlicensed third parties.
- ▶ using the Fonts for web pages or applications that enable unlicensed third parties to create or customize static or dynamic designs, images or documents (e.g. online design applications or print-on-demand services).
- ▶ training Machine-learning algorithms or Artificial Intelligence technology in order to create fonts, imagery or other generated derivatives.
- ▶ producing and promoting blockchain-driven work and technology such as cryptocurrency and Non-fungible tokens (NFTs).

- ▶ spreading hateful and offensive messages of racist, homophobic, transphobic, or sexist content.
- ▶ promoting political, governmental, military or religious causes without prior written consent.

4. Intellectual property rights

Pyte owns and retains all right, title and interest in and to the Fonts, including all copyright and other intellectual property rights therein. Nothing in this Agreement shall be construed as a limitation or transfer of such rights. All rights not expressly granted are reserved by Pyte. The Licensee's breach of Pyte's rights under this clause shall constitute material breach.

5. Marketing and crediting

The Licensee entitles Pyte to mention and showcase work samples featuring the Fonts for the purpose of promoting Pyte's commercial activity.

The Licensee ensures to credit the Fonts and Pyte whenever possible in a manner that is suitable and standard practice for the medium in question.

6. Warranty, liability and indemnification

The Fonts are delivered "as is" without any warranty or guarantee as to the suitability or functionality of the Fonts for any particular purpose.

Pyte shall have no liability for any damages sustained by the Licensee or any third party arising from the use or the inability to use the Fonts, including without limitation any direct, indirect, incidental and consequential damages.

The Licensee shall indemnify and hold Pyte harmless from any and all third party claims.

Pyte shall hold the Licensee harmless from any and all third party claims relating to the Fonts' copyright.

7. Termination

Any use of the Fonts other than set out in this Agreement will be construed as breach of contract.

The Licensee's breach entitles Pyte to revoke this Agreement with immediate effect. Upon written termination the Licensee must cease to use the Fonts and delete all copies of the Fonts in the possession of the Licensee and its Subcontractors. Upon Pyte's termination of the Agreement due to Licensee's breach of terms, license fee that is already paid will not be reimbursed.

8. Legal

This Agreement constitutes the entire contract between Pyte and the Licensee, and revokes any prior negotiations or discussions, whether verbal or in writing.

No modification or waiver will be valid and enforceable unless stated in written form by Pyte. If any part of this Agreement is found void or unenforceable, it will not affect the validity of the rest of the Agreement, which shall remain valid and enforceable according to its terms.

Any disputes arising from or related to this Agreement are governed by Norwegian law, and shall be settled by the City Court of Oslo.