

## FREE TRIAL END USER LICENSE AGREEMENT

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students, as described under (4. Exceptions for students)

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**3.1.** You are not authorized to sublicense, sell, lend or lease the font software.

**3.2.** You may not convert, modify or rename the original font software under any circumstance.

**3.3.** You may not open the original font software in an editing software in order to reveal its structure, organization or code.

**3.4.** You may not use the original font software file to create a derivative or modified product or design, including creating characters for alphabets and languages not covered by the typeface or designing a custom versions of the typeface.

**3.5.** You may not modify the design of the characters contained in the font software, even if converted to outlines with the help of an editing or design software.

### 4. EXCEPTIONS FOR STUDENTS

**4.1.** Students can use the Free Trial files for any non-commercial work in the scope of their studies. They are allowed to publish these projects online or offline.

**4.2.** Students can embed the Free Trial files for any non-commercial work in the scope of their studies. These projects can be accessible publicly.

**4.3.** From the moment the use of our fonts is made in any way public by you, newglyph is entitled to use your name and student project information, as well as images and videos of the use. Your information will solely be used for marketing and communication purposes only.

### 5. SELF-HOSTING AND EMBEDDING

**5.1.** You are not authorized to embed the font software in any document, application, website or video stream which could be accessible publicly or by a third party. Exceptions apply for students, as described under (4. Exceptions for students)

**5.2.** You are entitled to embed the licensed font software in a secured read-only mode, subject to the following restrictions: you shall secure embedded

documents against unauthorized use by any third party.

**5.3.** You are not authorized to embed the licensed font software for the purpose of allowing third parties to create new documents or designs.

## **6. GENERAL USAGE**

**6.1.** The font software may NOT be installed or used on a server that can be accessed via the Internet, via another external network system (a system other than LAN) or by workstations which are not part of a licensed unit.

**6.2.** For the exclusive purpose of data backup, additional copies of the font software can be made.

**6.3.** Everyone having access to the font software has to be informed of the terms of this EULA.

**6.4.** We do not guarantee the compatibility of our products for use on Microsoft Office.

## **7. BREACH OF CONTRACT**

**7.1.** Any breach of the terms and conditions of this agreement terminates your license to use the fonts. After any termination of the agreement you must destroy any copies of the fonts, including your archival copies. A breach of the terms of this EULA obligates you to pay a penalty of the license and legal fees. After breach of contract you are still obliged to abide to this EULA.

## **8. WARRANTY AND LIABILITY**

### **8.1. Limited Warranty**

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### **8.3. Disclaimer of Warranties:**

Except for the limited warranties set forth in this agreement, the Supplier makes no other warranties, express or implied.

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## **9. RIGHTS RESERVED**

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**10.1.** This agreement shall be governed by and construed exclusively in accordance with Swiss law. Place of performance and exclusive place of jurisdiction is the location of the legal offices of newglyph SA, currently Lausanne Switzerland.

**10.2.** The EULA has been written in the English language, and the parties agree that the English version will govern.

**YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.**