

## FREE TRIAL END USER LICENSE AGREEMENT

### 1. CONTRACTUAL AGREEMENT

1.1. This agreement is between you (the purchaser and licensee) and newglyph SA (hereafter referred to as newglyph, the Supplier). By downloading, installing, using, or handling the digital typeface software (referred to as fonts), you agree to the terms of this agreement. By accepting these terms, you understand and agree to comply with this Free Trial End User License Agreement.

You are not purchasing the copyright of the font design or any part of the fonts. Instead, you are granted a non-exclusive, non-transferable, perpetual, and worldwide license to use the fonts as specified in this agreement.

1.2. The font files you download contain font software owned by the Supplier. The structure, organization, and code of the font software are valuable trade secrets of the Supplier. The intellectual property of the font design is owned by the Supplier. You have downloaded a non-exclusive license that grants you certain rights to use the font software. This is not an agreement for the sale of the font software, its design, or any portion of it. Except for your right to test and use the font software under this license, all other rights are owned and retained by the Supplier.

### 2. LAWFUL USE OF PRODUCT

2.1. When downloading any Free Trial font software from the Supplier and accepting this EULA, you obtain a license to install the font software on an unlimited number of computers. These computers must belong to the account's owner from which the files were downloaded. You can use the font software with any number of output devices, such as printers.

2.2. This EULA allows you to use the files exclusively for trial purposes, such as in single-print-test-designs or limited-and-protected-access-web-test-designs. This helps you evaluate if the font is suitable for your needs before purchasing a Retail Font Software License. Any published or accessible work, online or offline, is strictly prohibited. Exceptions apply for students, as described in section 4 (Exceptions for Students).

### 3. RESTRICTIONS

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 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 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 using editing or design software.

### 4. EXCEPTIONS FOR STUDENTS

4.1. Students can use the Free Trial files for any non-commercial work within 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 within the scope of their studies, and these projects can be accessible publicly.

4.3. When you make the use of our fonts public, newglyph is entitled to use your name and student project information, as well as images and videos of the use, 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 accessible publicly or by a third party. Exceptions apply for students, as described in section 4 (Exceptions for Students).

5.2.

You may embed the licensed font software in a secured read-only mode, but you must secure embedded documents against unauthorized use by any third party.

5.3.

You are not authorized to embed the licensed font software to allow 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, another external network system, or workstations not part of a licensed unit.

6.2.

Additional copies of the font software can be made solely for data backup purposes.

6.3.

Everyone with access to the font software must be informed of the terms of this EULA.

6.4.

Compatibility with Microsoft Office is not guaranteed.

## **7. BREACH OF CONTRACT**

Any breach of the terms and conditions of this agreement will terminate your license to use the fonts. After termination, you must destroy all copies of the fonts, including your archival copies. A breach of this EULA obligates you to pay a penalty and legal fees, and you must continue to abide by this EULA even after a breach of contract.

## **8. WARRANTY AND LIABILITY**

8.1.

Limited Warranty: Newglyph SA makes no warranties, expressed or implied, on Free Trial files.

8.2.

Intellectual Property Warranty: The Supplier warrants that it has all the rights necessary to enter into this agreement and that the font software does not breach the intellectual property rights of any third party.

8.3.

Disclaimer of Warranties: Except for the limited warranties set forth in this agreement, the Supplier makes no other warranties, expressed or implied.

8.4.

Limitation of Liability: In no event will the Supplier be liable to you for any consequential, indirect, incidental, punitive or special damages, including any lost profits, lost data or lost savings.

## **9. RIGHTS RESERVED**

Any and all rights not expressly granted in this agreement are reserved to newglyph SA.

## **10. LAW AND JURISDICTION**

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.**