

END-USER LICENSE AGREEMENT FOR PROVIDING A DESKTOP FONT LICENSE

Before installing the software products, please read carefully the following terms and conditions of the License Agreement (hereinafter referred to as the Agreement). By downloading, installing, copying or using these software products, you express your consent with these terms. Breach of the terms of this Agreement, as well as the use of fonts without a license, entails the consequences provided by applicable law.

1. General provisions

1.1. DANIEL MITSUI (hereinafter referred to as the Licensor) has all the necessary powers to grant the rights shown in this Agreement.

1.2. This Agreement comes into force and becomes binding on the date the Licensee pays the price for obtaining the rights to use the Font.

1.3. The fact of payment is the Licensee's consent to comply with the terms of this Agreement. In any case, the commencement of the use of the Font is deemed to be Licensee's consent to form this Agreement and acceptance of all its terms.

1.4. The following terms and definitions are used in this Agreement:

1.4.1. The Font is a work of graphic design, expressed in the external images of alphabetic, digital, service and pseudographic characters, presented in the form of a computer program that allows its installation into the memory of a workstation, server or web server to display its characters (in a particular text) by a program or an operating system.

1.4.2. The Font symbol is an image of the alphabetic, numeric, service and pseudographic characters that make up the Font.

1.4.3. The Font file is a computer file containing a description of the character set used to display such characters by a program or an operating system.

1.4.4. The Licensee is the person acquiring the rights to the Font.

2. Usage

2.1. Under the desktop license, the Licensee is granted the following non-exclusive rights to the Font:

2.1.1. The right to reproduce it, namely its recording (installation) on ONE of the workstations of one legal entity or individual.

2.1.2. The right to reproduce the image (drawing) of the Font symbol on any surface, in particular on paper, billboards or clothing, without limitation of print run. It is allowed to embed Font symbols in documents in a scalable (vector format) form (for example, in documents of EPS or PDF formats), to create bitmap images (JPEG, TIFF, PNG) without granting others the right to edit these images using the Font files. Any provision of Font files is not allowed. It is allowed, for example, to create a logo using the Font symbols, to transfer it to a third party customer (hereinafter referred to as the End User), but the End User does not receive the right to use the Font files.

2.1.3. In the case of transferring images or documents, in which the Font symbols are embedded, to End User, the Licensee must notify the End User that the Licensor is the copyright holder of the Font, and must notify the End User about the restrictions on use stipulated by this Agreement (in particular, in respect of prohibition to edit). The use such images or documents by the End User without the purchase of a separate

license will be lawful, provided that the conditions and restrictions provided for in this Agreement are met, including the prohibition on the transfer of Font files.

2.1.4. The right to distribute copies of media that reproduce the Font symbols, except for those that fall within the limits specified in this Agreement.

2.1.5. The right to display publicly images of the Font symbols, excepting those media and files that fall under the restrictions specified in this Agreement.

2.1.6. The right to bring the Font symbols to the public, excepting those media and files that fall under the restrictions specified in this Agreement. The image of the Font symbols can be used to design Web sites only in raster and/or vector formats such as PNG, JPG, GIF, PDF, EPS &c.

2.1.7. The right to import the Font symbols into a graphics editor and then change the graphics.

2.1.8. The right to make a reasonable number of the Font backups solely for archival purposes, provided that the Licensee retains control of such copies. Any copies that the Licensee makes in accordance with the Agreement shall contain the same notices of copyright, trademarks and other proprietary notices that are provided with the Font.

3. Restriction of Use

3.1. It is forbidden to embed the Font into documents (EPS, PDF and others), intended for commercial distribution in the form of electronic books, magazines, other electronic publications.

3.2. It is forbidden to use the Font files in mobile applications.

3.3. It is forbidden to use the Font files in video games.

3.4. It is forbidden to use the Font files in audiovisual works, in any film or video material (including for the purposes of television broadcasts), such as titles and inscriptions.

3.5. It is forbidden to use the Font files for websites using the @ font-face selector.

3.6. It is forbidden to set the Font on a server to provide multi-user access.

3.7. It is forbidden to distribute the Font files with hardware or software.

3.8. It is forbidden to use the Font in advertising campaigns on the Internet by embedding the Font files in Base 64 encoded format into digital advertisements.

3.9. It is forbidden to modify, rename, change the character composition, rebuild or otherwise influence the Font.

3.10. It is forbidden to use the Font to train an artificial intelligence program of any kind.

3.11. It is forbidden to copy the Font, except for the cases specified in this document.

3.12. It is forbidden to distribute the Font to the public. The Licensee may not post, install or use files on computers, mobile devices, servers and web servers, or websites of other companies or individuals; place them on the Internet; lend them, rent them, or transfer them to another user, unless the complete set of delivery is completely transferred, including the Font file, license rights, and backup copies. In this case, the Licensee is required to destroy all copies of the Font and its documentation available to him and notify the Licensor in writing of the change of licensee.

3.13. The reproduction of images of Font symbols in raster and/or vector images or documents is allowed subject to the restrictions provided for by this Agreement.

3.14. Except as otherwise provided in this Agreement, persons who have not entered into a Licensing Agreement with the Licensor may not bring into civil circulation goods, works or services containing the Font, the rights to which belong to the Licensor.

3.15. The rights indicated in this Agreement are granted to the Licensee without the right to transfer or to assign them to other persons, except for the case provided for in paragraph 3.11 above.

4. Liability

4.1. If the Licensee breaches any of the clauses of this Agreement, the Licensor has the right to terminate unilaterally the Agreement. In this case, after receiving the appropriate written or electronic notification, the Licensee must destroy all copies of the Font and the relevant documentation. Keeping or use the Font will be considered a violation of exclusive rights.

4.2. If the Font, as a result to the actions or omissions of the Licensee becomes available on computers, mobile devices, servers, Web servers or Web sites of other persons, the burden of proving the inadvertency of the actions which led to such consequences lies with the Licensee.

4.3. The use of the Font without a valid license agreement, outside of its scope and for any other violation of exclusive rights, gives rise to corresponding liability stipulated by applicable law. To avoid any doubts, the Licensee is informed and agrees that if the image or document created using the Font is transmitted to the End User without observing the requirements provided for in clause 2.1.3 of the Agreement, the Licensee will be in breach of the terms of this Agreement, and the End User shall be deemed to be using the Font without any legal grounds.

5. Warranties

5.1. The Font is delivered without any express or implied warranties on the part of the Licensor, including commercial warranties and warranties of fitness for any particular use. The Licensor shall in no event be liable for damages and damages caused by the use or inability to use the Font, or by providing or not providing support services related to the use of the Font.

6. Term of the agreement

6.1. This Agreement is valid during the validity period of the exclusive right to the Font, on the territory of all countries of the world.