

Schick Toikka End User License Agreement (EULA)

- ① Desktop License
- ② Web License
- ③ App License
- ④ Video Broadcasting License
- ⑤ Corporate License
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- ⑦ General

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This is an End User License Agreement (hereafter "Agreement") between you, the licensee (hereafter "You"), and Schick Toikka GbR, the licensor (hereafter "Schick Toikka", "We" or "Us"). By purchasing, downloading or otherwise accessing the digital typeface software and designs embodied herein (hereafter "Font" or "Fonts"), You accept and agree to be bound by the terms of this Agreement.

By purchasing a license to the Fonts, Schick Toikka grants You a non-exclusive, non-transferable license to access and use the Fonts as set out in the terms of this Agreement. No ownership rights are granted as a part of this Agreement herein.

You may not modify, adapt, translate, reverse engineer, decompile, disassemble, alter or otherwise copy the Fonts, except as expressly provided herein.

You may acquire the license to the Fonts on behalf of Your end user client. However, You must ensure that the end user client accepts and is bound by the terms of this Agreement without any alterations to its terms. You may not charge Your end user client any additional payment for the use of the Fonts and You may not use the same Fonts Yourself without an additional license.

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All right, title and interest in and to the Fonts are exclusive property of Schick Toikka. All rights not expressly identified and granted herein are expressly reserved. You may not sell, lease, sublicense, or otherwise assign or transfer any rights, duties or obligations under this Agreement, in whole or in part, except as expressly provided herein.

DEFINITIONS

“*Application*” means a stand-alone application for one of the following operating system platforms, on versions that are less than 5 years old: Apple MacOS, Apple iOS, Android, Microsoft Windows. Other operating system platforms may also be covered under this Agreement if they support the font files as they are supplied by Schick Toikka. However, Schick Toikka cannot provide any technical support for such other operating system platforms.

“*Embed/Embedding*” means the use of the Fonts in Applications, to style dynamic or static text. Embedding of the Fonts may be allowed depending on the license. However, You may never Embed the Fonts directly into any physical devices or save the Fonts to a device and assign that device to any third party.

“*Your Organization*” means the company You are the owner or employee of or the organization the company is part of, including all places of business. Your Organization shall not include clients or other third parties, including self-employed parties who are working for you but not at one of your places of business.

① Desktop License

LICENSE GRANT AND PRICING

You purchase a perpetual, worldwide, one-off license to use the Fonts on a certain number of devices within Your Organization. You may install the Fonts up to number of devices You have purchased the license to. You may not install the Fonts on any additional devices or transfer the Font files between the devices. You are allowed to make one archival copy for which You shall retain exclusive custody and control over. Providing the Fonts to any third parties is prohibited. Notwithstanding the aforesaid You may provide a copy of the Fonts to a repress bureau or printer as part of a file release if necessary.

You may Embed the Fonts into PDF, PS and EPS files in a secured read/print- only mode provided that the document itself is not a commercial product. Embedding the Fonts into any other format is prohibited under this license. Embedding the Fonts in non-secured modifiable environment and/or as the document itself is a commercial product, requires an upgrade to the license.

The price of the license is determined by the number of devices/licenses.

LOGO AND SOCIAL MEDIA USAGE

You will need an extended and customized Desktop License if You are using the Fonts in a logo and the yearly net profit of Your Organization exceeds EUR 5 million or if You are using the Fonts on Your Organization's social media channels (i.e. Instagram, Snapchat, Facebook) and the channels in which the Font is being used have more than 100 000 followers combined. For acquiring an extended and customized license please contact Schick Toikka for more information (support@schick-toikka.com).

MODIFYING THE FONTS

You may create outline artworks based on the Fonts but under no circumstances may You convert the Fonts to other formats from those provided by Schick Toikka. You may not use any font creation or font manipulation program or attempt to modify the Fonts for the purposes of creating a usable, derivative or substitute version of the Fonts. Under no circumstances are You allowed to modify, adapt, translate, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Fonts or the designs embodied therein.

● A Desktop License allows You to install and use the Fonts on a specific number of computers as detailed in Your order confirmation. It covers things like use in printed materials, packing, logos & statistic images.

Delivered font format: *OpenType.otf*

② Web License

LICENSE GRANT AND PRICING

You purchase a perpetual, worldwide, one-off license to use the Fonts for web development on websites under Your and/or Your Organization's control. All Fonts have to be stored using an online storage to serve websites for which You or Your Organization have sole administrative access to (aside from the owner of the server). For each purchased license You are allowed to use the Fonts on one domain which You have identified and registered during Your purchase. The overall number of monthly visitors of all websites served from the server and domain shall not exceed the number of visitors You have purchased a license for.

You may Embed the Fonts into websites using the CSS @font-face method but You may not Embed the Fonts into any other format or in any other way. Neither may You use the Fonts to create or save raster or vector images.

The price of the license is determined by the amount of identifiable website visitors per month which shall not be exceeded.

VISITOR CONTROL

You will undertake to record and control the number of monthly visitors by using a generally recognized analytics tool to be able to document the number of visitors on the website. In case the number of monthly visitors exceeds the limit set by the license, You must upgrade the license to cover the exceeding part. As per a written request by Schick Toikka, You will have to provide, without undue delay, screenshots of Your analytics tool to prove that the number of visitors per month is below the maximum limit covered by the license.

MODIFYING THE FONTS

Modifying the Fonts under this license is prohibited.

● A Web License allows You to use the Fonts on one (1) domain, up to a maximum number of total visitors per month, as detailed in Your order confirmation. You can self-host these Fonts on Your website server and use with CSS @font-face method.

Delivered font formats: *WOFF, EOT*

③ App License

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You purchase a license to use the Fonts to style live text in Applications created by Your Organization. You must inform Schick Toikka of the Applications upon purchasing the license. The license granted herein is specific to You and the Applications registered in Your purchase. You may not, without the express written consent of Schick Toikka, transfer, loan, sell or assign the rights granted herein.

You may use the Fonts in the Applications identified by You in Your purchase. You may not Embed the Fonts into any other format or in any other way under this license. Particularly, You may not Embed the Fonts with the CSS @font-face method or create what is commonly known as “virtual terminals”. You may not Embed the Fonts into computer files other than Application files (i.e. PDF, EPS, and PS). You may not use the Fonts to create or save raster or vector images or documents in Your Applications.

The App License is priced per app title and relative to the duration of the license. If you distribute an App on multiple software platforms (iOS, Android, etc), each version is regarded as a separate App under this License.

MODIFYING THE FONTS

Modifying the Fonts under this license is prohibited.

● An App License allows You to embed the font files into a mobile app. Your app may run on any software platform and operating system.

Delivered font format: *TrueType.ttf*

④ Video Broadcasting License

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The price of the Video Broadcasting License is relative to the region and the duration of the license.

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The Broadcasting License is only available upon request. For more information, please contact support@schick-toikka.com.

● A Video Broadcasting License allows you to use the Fonts in titles, credits or any other on-screen text for video material.

⑤ Corporate License

LICENSE GRANT AND PRICING

You purchase a license which combines the Desktop, Web, App & Video Broadcasting Licenses without limitations on number of users, number of domain names, number of Applications, and with no time limitations to Your Organization.

The price of the Corporate License is determined on a case by case basis. For more information about the pricing, please contact support@schick-toikka.com.

● A Corporate License allows You to use the Fonts on devices, websites, Applications and in video broadcasting without limitations in quantity.

THIRD PARTY LICENSE (OPTIONAL)

You purchase a license which allows You to distribute the Fonts as part of Your brand assets to Your authorized contractors provided that they will use the Fonts for Your benefit only. You must ensure that Your authorized contractors and suppliers receiving the Fonts accept and are bound by the terms of this Agreement, as is, without any alterations or amendments to its terms.

Fonts licensed under a Corporate License will be renamed to clearly identify them as part of Your brand assets.

MODIFYING THE FONTS

You may create outline artworks based on the Fonts but under no circumstances may You convert the Fonts to other formats from those provided by Schick Toikka. You may not use any font creation or font manipulation program or attempt to modify the Fonts for the purposes of creating a usable, derivative or substitute version of the Fonts. Under no circumstances are You allowed to modify, adapt, translate, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Fonts or the designs embodied therein.

The Corporate License and the Third-Party License are only available upon request. For more information, please contact support@schick-toikka.com.

© Demo License

LICENSE GRANT AND PRICING

You purchase a license to use limited character set of the Fonts (hereafter “Test Fonts”) internally within Your Organization to create test visualizations for evaluation purposes and not for use in production, distribution or resale. You may present the Test Fonts through print, web or mobile Applications to Your client and You may use the Test Fonts in presentations to Your clients to demonstrate the Fonts. There are no limitations on the number of devices You may install the Test Fonts within Your Organization for evaluation of the Fonts. You are not allowed to use the Test Fonts for any commercial purposes or for works which will be published.

The Demo License for the evaluation of the Fonts is free of charge.

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MODIFYING THE FONTS

You may create outline artworks based on the Fonts but under no circumstances may You convert the Fonts to other formats from those provided by Schick Toikka. You may not use any font creation or font manipulation program or attempt to modify the Fonts for the purposes of creating a usable, derivative or substitute version of the Fonts. Under no circumstances are You allowed to modify, adapt, translate, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Fonts or the designs embodied therein.

● A Demo License allows You to use the Test Fonts for evaluation and testing purposes only. Any commercial use of the Fonts requires another license.

⑦ General

These general terms shall apply to Your contractual relationship with Schick Toikka for all licenses. Each license will additionally include specific terms.

TERM AND TERMINATION

This Agreement shall be effective upon download, installation or use of the Fonts. Schick Toikka may terminate this Agreement for any breach of the Agreement. In the event of termination You must immediately cease the use of the Fonts and destroy all copies of the Fonts. The termination of this Agreement shall not prevent Schick Toikka from suing You for damages of any breach of the Agreement.

COPYRIGHT

The Fonts and the accompanying materials are protected by copyright and contain proprietary information and trade secrets of Schick Toikka. Unauthorized copying of the Fonts even if modified, merged, or included with other software, or of the written materials, is strictly forbidden.

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The licensed Fonts are provided “as is.” We aim to produce our fonts to meet the latest technical standard. If You demonstrate to Us that the Fonts do not essentially perform in accordance with the technical standard, We reserve the right to fix the shortcoming within 30 days from Your notice. If we fail to fix the shortcoming within 30 days, You may ask for a refund. After a refund the respective license terminates with an immediate effect and any further use of the Fonts is strictly forbidden. Schick Toikka will provide technical support for functionality of the Fonts but We cannot guarantee perfect functionality on every operating system platforms.

WARRANTIES & LIABILITIES

Schick Toikka owns all rights in and to the Fonts and Your use of the Fonts in accordance with this Agreement will not infringe any third-party intellectual property rights. Schick Toikka shall not be liable for any direct, indirect, consequential, or incidental damages (including damages from loss of business profits, business interruption, loss of business information, and the like) arising out of the use of or inability to use the Fonts. Schick Toikka’s liability to pay any kind of damages, is under all circumstances limited to the price paid for the Fonts or replacement of the

Fonts; either of which shall be at Schick Toikka's sole discretion. Except as expressly provided herein, Schick Toikka disclaims all representations and warranties with respect to the Fonts.**REFUNDS**

All sales of license in respect of the Fonts are final. Schick Toikka will neither refund money nor replace incorrect Font license purchases.

REFERENCE USE

Unless otherwise expressly requested in writing by You, Schick Toikka may use Your company's or Your Organization's name and trademarks to identify You as a customer of Schick Toikka and publish images and videos of the use of the Fonts in Schick Toikka's promotional and marketing materials.

APPLICABLE LAW AND COURT OF JURISDICTION

This Agreement shall be governed by and construed exclusively in accordance with German law. Place of performance and exclusive place of jurisdiction is the location of the headquarters of Schick Toikka, currently Berlin, Germany.

Schick Toikka EULA Edition June 2020.

Schick Toikka expressly reserves the right to amend and modify this Agreement at any time and without obligation of prior notification.