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Font Software End-User License Agreement (EULA)

Please read this agreement before installing or using the font software described in the Order Invoice (collectively "the Fonts") and owned, licensed, or distributed by Radek Łukasiewicz – RadLuka.com ("We", "Us" or "Our"). This Font Software End-User License Agreement ("Agreement") is an agreement between Us and the party stated in the Order Invoice ("You" or "Your") and governs what You can and cannot do with the Fonts. By installing, copying, or using any portion of the Fonts, You accept and agree to this Agreement. If You do not agree to all of the terms and conditions of this Agreement, do not use or complete the installation of the Fonts.

The Fonts are licensed, not sold. Obtaining a license to the Fonts gives You the right to use the Fonts in accordance with the terms of this Agreement, the Addendum(s) to this Agreement, and the order invoice You received when You purchased the License (the "Order Invoice"). The Order Invoice is incorporated into and made part of this Agreement.

1. GRANT OF LICENSE

This Agreement grants You a non-exclusive license to use the Fonts after Our receipt of Your payment and as specified in this Agreement and in the Order Invoice. Your license is limited to the uses and specifications identified in the Order Invoice and as stated in this Agreement, including the applicable Addendum(s) ("Permitted Uses"). Any other use requires a separate license from Us. The term is perpetual if not stated in the Order Invoice. The territory is worldwide if not stated in the Order Invoice. This non-exclusive license does not preclude Our right to license the Fonts to other users.

Upon Our receipt of payment for the Order Invoice and subject to the terms of the applicable Addendum(s), We grant You a nonexclusive, royalty free, nonassignable, nonsublicensable, and revocable license to use the Fonts for and subject to the Permitted Uses ("License"), provided that You: (i) shall not transfer, give access to, or distribute any part of any Fonts to any third party without Our prior written consent; (ii) shall not attempt in any way to emulate, mimic, or otherwise create a substitute for any Fonts, including outlining; and (iii) comply with this Agreement. We may revoke this License if you breach this Agreement. The term "Base License"means the License without any applicable Addendum(s).

If You are a business entity purchasing the License for use by Your owners, employees, agents, or other representatives, You shall notify the representatives of the terms of this Agreement and ensure that such representatives abide by this Agreement.

2. PERMITTED USES & RESTRICTIONS

You agree to follow the following terms and restrictions in this section. Please note that some Addendum(s) modify this section and permit certain uses that are not allowed in the Base License.

a. Copying

You may make a reasonable number of backup copies of the Fonts, provided Your backup copies are not installed or used for anything other than archival purposes. You may transmit a digital copy of the Fonts used in a particular document to a commercial printer or service bureau only for the purposes of outputting the particular document, and only if they agree to use the Fonts exclusively for Your work and retain no copies of the Fonts

on completion of the work. You are liable for any misuse of Fonts by such third parties.

b. Modifications
You may create other font formats from, modify, or alter the source code of the Fonts for Your own internal use ("Modified Fonts") provided that You: (i) shall not distribute any Modified Fonts to any third party; (ii) include in the Modified Fonts all intellectual property notices and other information included in the Fonts; (iii) acknowledge and agree that We do not provide technical support for Modified Fonts, and have no responsibility and are not liable for any Modified Fonts or Your use of any Modified Fonts; and (iv) agree that the terms of this Agreement apply to any Modified Fonts.

c. Commercial Letterform Products
You may not use the Fonts in letterform-related or alphabet products, including letterform reproduction products and any product, device, or service which owes an essential portion of its value or appeal to the shapes of the letterforms in the Fonts. For example, the Fonts may not be used for: rub-on letters; rubber stamps; stencil alphabet sets; adhesive alphabet letters; print-on-demand products designed interactively by a third party with the fonts; reproductions of individual letterforms for house numbering, signage, or scrapbooking. A license for letterform product usage may be purchased from Us separately.

d. Restriction on Transfer
You may not rent, lease, sublicense, or assign any portion of the Fonts except as otherwise expressly stated in this Agreement. Likewise, You may not authorize any individual or legal entity to copy any portion of the Fonts onto that individual or entity's computer.

e. Security
You shall use commercially reasonable precautions to secure the Fonts and prevent unlicensed third parties from accessing or using the Fonts.

f. Embedding
You shall not use any Fonts to create or distribute any electronic document in which Fonts or any part of Fonts are embedded.

g. Contractors and Vendors
If the License is for a business, the License extends to the employees and agents within Your business specified in the Order Invoice, including Your internal contractors working within Your business, and only to the extent they are working under Your direction and control. You shall not share the Fonts with external contractors, affiliates, vendors, or other third parties outside the business entity specified in the Order Invoice.

h. AI training
You shall not use any Fonts for the purpose of training Artificial Intelligence or machine learning algorithms.

3. INTELLECTUAL PROPERTY OWNERSHIP
We retain ownership and all rights in and to the Fonts, and You acknowledge that You have no rights in or to the Fonts outside of the License. The Fonts, including the designs and software embodied in them, are subject to copyright and other intellectual property rights or licenses held by Us. No right, title, or interest in any Fonts, including any associated intellectual property, is transferred to You as a result of this Agreement.

4. TERMINATION WITH CAUSE

We may terminate this Agreement, including your License, immediately if You breach this Agreement. If the Agreement or License is terminated, You agree that You are not entitled to a refund, shall cease all use of the applicable Fonts, and shall immediately return or destroy all copies of the Fonts in Your possession. Termination of this Agreement does not preclude Us from seeking all legal or equitable remedies.

5. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION

You agree that this Agreement has been entered in and shall be governed by the laws of the Republic of Poland, without regard to conflict of laws principles. You consent to the jurisdiction of the state and federal courts in the Republic of Poland to enforce the provisions of this Agreement and to resolve any disputes arising out of or related to this Agreement or your use of the Fonts.

In the event that any dispute or claim arises out of this Agreement, You agree to attempt in good faith to negotiate a resolution of the matter with Us for at least 45 calendar days before pursuing any other remedy.

You shall pay Our reasonable attorneys' fees, costs, and expenses incurred in connection with an audit, investigation, or action or proceeding arising from Your breach of this Agreement.

6. NO WARRANTIES, LIMITATION OF LIABILITY AND INDEMNITY

We strive to produce the Fonts to the highest and most up-to-date technical standards. If You experience any difficulties with the Fonts and provide notice to Us of those difficulties within 90 days of the purchase date in the Order Invoice, We will work with You to resolve any technical issues. If We determine that the problem is a result of a technical failure of the Font software and it is not possible for Us to correct the problem within 10 business days after You notify Us of the problem, We will refund the purchase price. In the event We refund Your money or You refuse to accept delivery of the Fonts, this License is automatically terminated. We make no warranties, express or implied, and disclaim all implied warranties, including any warranty of merchantability or warranty of fitness for a particular purpose. Neither party will be liable for any indirect, special, incidental, or consequential damages, including lost profits, that may arise in connection with this Agreement. Our liability arising out of this Agreement will not exceed the amount You paid for the Fonts giving rise to the liability.

You shall indemnify Us and Our owners, agents, and representatives (each an "Indemnified Party") against any claims, actions, damages, liabilities, losses, or costs, including attorneys' fees and costs incurred in the settlement or avoidance of any such claim, incurred by or asserted against any Indemnified Party resulting from or arising in connection with any breach or alleged breach by You of any of Your representations, warranties, covenants, or obligations under this Agreement.

7. BUSINESS AND ORGANIZATIONAL USERS; AUDITS

The individual installing, copying or using the Fonts, or any portion of the Fonts, for a business or organization, warrants that they have the authority to legally bind the business or organization. Individuals who do not have the authority to bind the organization or business agree to be personally liable for any breach of this Agreement.

If You are a business or organization with 20 or more employees, You grant Us the following rights to audit Your use of the Fonts. To ensure that You are following the terms of this Agreement and using the Fonts as allowed, You grant Us the right to audit Your

uses of the Fonts during Your normal business hours to confirm that you are complying with the terms of this Agreement. You shall provide evidence of compliance as reasonably requested by Us. If the audit reveals any noncompliance, You shall reimburse Us for expenses arising from the audit and pay Us within 15 calendar days for any additional licenses of the Fonts needed for You to be compliant with this Agreement. Such payment will not limit Our other rights or remedies. This section will survive termination of this Agreement for a period of one year.

8. UPDATES

We may update or modify this Agreement at any time to preserve its original intent and the permitted uses of Fonts, and will notify you of any update or modification. For example, We may update any terms that might be impaired or rendered obsolete or incomplete by changing technology or new digital or physical formats. Your use of the Fonts following notification of any update or modification constitutes Your agreement to follow and be bound by the Agreement as updated or modified. The updates or modifications will not be retroactive, and the most current version of the Agreement that You have agreed to will govern.

9. GENERAL PROVISIONS

This Agreement is effective on the date You indicate Your agreement to it or install, copy, or use the Fonts, or any portion thereof, whichever is sooner.

If any portion of this Agreement is found to be void and unenforceable, it will not affect the validity of the entire Agreement.

The terms and conditions of this Agreement, any applicable Addendum(s), and the Order Invoice constitute the entire agreement with respect to the Fonts and will supersede and replace all prior understandings and agreements.

During the term of Your License, We may give You access to future versions of the Fonts. We do not have any obligation to make new versions available, or to continue to make available for access or download any versions of any font. New versions of the Fonts are subject to this Agreement, which may be amended by Us as stated in this Agreement, unless We provide and require additional or different terms.

We may assign Our rights under this Agreement in whole or in part to any subsidiary, affiliated or controlling business, to any third party owning or acquiring a substantial portion of Our ownership or assets, or to any partnership or other venture in which We participate. You do not have the right to assign this Agreement or any of Your rights hereunder without Our prior written consent.

Web Addendum

This Web Addendum is incorporated into the Agreement if You selected and paid for web fonts rights in the Order Invoice, and provides additional rights for the License by allowing You to use the Fonts as self-hosted web fonts, hosted on the domain stated when you downloaded the Fonts, to style HTML and SVG documents using the CSS @font-face mechanism. We grant You under the License the additional rights stated in this addendum. Any process, technique or device such as hot-linking, re-serving or re-directing that allows access to and/or use of the Fonts by unlicensed parties is strictly prohibited.

a. Editable Use.
The use of the Fonts for web forms is permitted. However, any other editable use of the Fonts, such as in templates or for use in the creation of customizable designs or products requires the purchase of a separate license.

b. Third-Party Use.
This License does not extend to third parties. If You are using the Fonts for the creation of a website not owned by You, You or the owner of the website must purchase appropriate licenses to cover their use of the Fonts. You are responsible for any liability arising from Your inclusion of Fonts in websites or other platforms or materials not owned by You.

c. Changing Domain.
If You wish to change the domain that the web fonts are used on, You must notify Us via email prior to changing the domain (XXX). There is no charge for changing the domain. The new domain must be owned by the same licensee on the Order Invoice. The License will transfer to the new domain after We notify You of the approved change request.

d. Subdomains.
You may use the Fonts on subdomains of the licensed domain.

e. Employee-based License Price.
The price of the License is determined based on the total number of people, including temporary workers, simultaneously employed by You, the owner of the website, at the time of purchase. If Your number of employees increases to more than 20% of the number listed on your Order Invoice, You must purchase an upgraded license from Us or discontinue use of the Fonts.

Application Addendum
This Application Addendum is incorporated into the Agreement if You selected and paid for an application license in the Order Invoice, and provides additional rights for the License by allowing You to use the Fonts in one compiled application ("App") only. We grant You under the License the additional rights stated in this addendum. This License may only be used by You, at the Licensee Size specified in the Order Invoice. For clarification, a single App is defined as one functionally equivalent software application that may be developed for multiple operating systems, such as MacOS, Windows, iOS, Android, or Windows Phone.

a. Editable Use.
The use of the Fonts for static, dynamic or editable text is permitted. However, providing the ability for a user of the App to edit text using the Fonts is not allowed if the result is a new document such as a personalized invitation or greeting card, customized product, or any other material for use outside of the App. You shall not use the Fonts as a tool or resource for third parties to create customized products, documents, or other material.

b. Third-Party Use.
This License does not extend to third parties. If You are using the Fonts for the creation of an App for a third party, You or the third party must purchase appropriate licenses to cover their use of the Fonts. You are responsible for any liability arising from Your inclusion of Fonts in applications not owned by You.

c. Employee-based License Price.
The price of the License is determined based on the total number of people, including

temporary workers, simultaneously employed by You, the owner of the website, at the time of purchase. If Your number of employees increases to more than 20% of the number listed on your Order Invoice, You must purchase an upgraded license from Us or discontinue use of the Fonts.

Broadcasting Addendum

This Broadcasting Addendum is incorporated into the Agreement if You selected and paid for broadcasting rights in the Order Invoice, and provides additional rights under the License by allowing You to use the Fonts in video, film, television, online streaming, and other broadcast media formats. We grant You under the License the additional rights stated in this addendum. Any use beyond what is expressly permitted in this addendum requires a separate license or written approval from Us.

a. Permitted Use.
You may use the Fonts in static or animated text elements within audio-visual content, including but not limited to television shows, films, commercials, online videos, social media content, and streaming platforms.

b. Audience-Based License Price.
The price of the License is determined based on the anticipated audience size at the time of purchase, including potential viewership across all platforms and distribution channels. If Your actual or projected audience size increases beyond the licensed tier, You must purchase an upgraded license from Us or discontinue use of the Fonts in the applicable media.

c. Editable Use.
Editable use of the Fonts by third parties within broadcasting workflows (such as in motion graphics templates or customizable lower-thirds) is not permitted under this License and requires a separate license.

d. Third-Party Use.
This License does not extend to third-party production studios, distributors, or freelancers. Each party intending to use the Fonts in their own projects or productions must obtain a separate license, unless covered under Your license as a contracted service provider working exclusively on Your behalf. You are responsible for ensuring that Your use of the Fonts does not exceed the scope of this License.

e. Territory and Distribution.
This License covers global distribution unless otherwise stated in the Order Invoice. You must disclose intended distribution channels (e.g., regional TV, international streaming, etc.) at the time of purchase.

Third Party Distribution Addendum

Third Party Distribution Addendum
The desktop, web, app, or broadcasting license does not grand the unlimited rights to share Fonts third parties outside the business entity specified in the Order Invoice. If you have any questions or need to extend the license please contact us.

a. Sharing Fonts.
You may only share the Fonts with External Contractors that are providing services to You that require the use of the Fonts. You shall ensure that the External Contractors: (i) only use the Fonts for Your projects; (ii) do not retain any copies of the Fonts after they have completed the services; (iii) do not transfer, give access to, or distribute any part of

any Fonts to any third party; and (iv) do not attempt in any way to emulate, mimic, or otherwise create a substitute for any Fonts, including outlining. You are responsible for any liability arising from use of the Fonts by External Contractors.

Trial Fonts Addendum

This Agreement grants You a non-exclusive license to use the Fonts on a free trial basis. A “Trial Basis” means use of the Fonts for: (i) testing, evaluation, and comparison purposes; (ii) noncommercial, academic projects; or (iii) private pitches and proposals for Your clients. Your license is limited to the Trial Basis uses and specifications as stated in this Agreement (“Permitted Uses”). Any other use requires a separate license from Us. The term is perpetual if not stated in the Order Invoice. The territory is worldwide if not stated in the Order Invoice. This non-exclusive license does not preclude Our right to license the Fonts to other users.

If you are uncertain whether your intended use fits within the definition of “Trial Basis,” please contact us prior to using the fonts. If you decide to continue using the fonts beyond the initial evaluation usage or to use them for other reasons, please purchase the appropriate license from us.