

# “Cirulis Display” Font End User Licence Agreements

## Desktop Font Licence Agreement

The Terms of this End User Licence Agreement (Agreement) will apply between “Asketic” SIA (Reg. No. 40003646164), with its registered/mailling address: Ģertrūdes iela 121/1, Rīga, LV-1009, Latvia (hereinafter Asketic) and You (hereinafter You, Your, Yours) if You purchase a licence or licences to use Asketic’s Font Software (Fonts).

When You purchase a Font, You are purchasing the right to use that Font under a particular set of conditions. These conditions range from, for example, how many computers the Font can be installed on, to whether it can be embedded in digital documents. It is important to read and understand this Agreement because it defines Your rights, the acceptable uses of the Fonts, and the rights Asketic reserves. If You believe Your usage or need is not addressed, or if You are unsure of the meaning of any term or condition, please ask Asketic before making a purchase.

Asketic agrees to grant You a licence or licences to use the Fonts on the terms of this Agreement and provided that You comply with these terms, in perpetuity. The fee You have paid for the licensed use of the Fonts is a one-off. There are no recurring payments. This license allows You to use the Fonts worldwide.

This licence is not exclusive to You, may not be transferred by You, and can be revoked by Asketic. If You are a parent company purchasing the Fonts for a wholly or partly owned subsidiary, You must ensure Your subsidiary complies with the terms and conditions of this Agreement. Any breach of this Agreement by Your subsidiary will be deemed a breach by You.

You agree to the fact that the Font Software and fonts embodied herein are copyright-protected, and that all intellectual property rights including copyrights, design rights and other rights to the Font Software and the fonts (including the design and art work, the metadata, font software etc.) rest solely with Asketic. These rights are not limited to any geographical area but apply worldwide.

### 1. Definitions.

1.1 “Asketic” is the trading brand of “Asketic” SIA (Reg. No. 40003646164), with its registered/mailling address: Ģertrūdes iela 121/1, Rīga, LV-1009, Latvia.

1.2 “You”, “Your” and the “End User” are defined as and refer to a customer who has purchased a licence to use the Font. An End User is not defined as a distributor, reseller, dealer, sub-licensee, original equipment manufacturer (“OEM”), wholesale buyer or any similar entity. Asketic Fonts and products may not be distributed and/or sold to third parties without prior written consent from Asketic.

1.3 “Font”, “Fonts” or “Font Software” have identical meanings in this agreement. They are defined as the designs of the Fonts and the Software identified on Your Sales Receipt that produces a typeface design(s) together with any other artworks that may be associated with the Font.

1.4 “Sales Receipt” means the physical or electronic document You receive as confirmation of the Fonts purchased.

### 2. Permitted Uses and Restrictions.

#### 2.1 Installation

The Fonts may be installed and used on the number of computing devices identified on Your Sales Receipt. For example, the purchase of a 1-3 CPU Licence allows for the installation and use of the Font on up to three (3) computing devices. Fonts may not be stored or used in any manner that makes them accessible to the public or non-licensed third parties. For the purposes of clarity, this licence is for individual users or organisations purchasing for employees only. Under no circumstances may the licensed Fonts be shared with contractors, freelance employees, or affiliates. You may add more computing devices to Your licence by purchasing additional licences.

## 2.2 Servers

You may install the Fonts on a single file server for use on a local area network (“LAN”) within Your business or household. The number of computing devices that can access the Fonts on the server must not exceed the number of computing devices identified on Your Sales Receipt.

## 2.3 Font File Protection

You agree to use reasonable measures to protect the Fonts from access and use by unlicensed third-parties. If You discover or are made aware of any unauthorised access and/or use by an unlicensed third party, You agree to notify Asketic as soon as is reasonable.

## 2.4 Authorised Use

Authorised uses of the Fonts include: the production of paper publications like newspapers, books and magazines; print advertising; vinyl or printed signage; logos and logotypes; newsletters and annual reports; images for print and web; embedding in ePub publications. You agree to indemnify Asketic for any third party claim that arises as a result of any unauthorised use by You of the Fonts.

## 2.5 Service Bureau/Printers

To reproduce a particular document, You may provide a copy of the specified Fonts to a commercial printer or service bureau. Afterwards, the printer or service bureau must destroy the copies of the Fonts and You agree to take reasonable steps to ensure this happens.

## 2.6 Back-up Copies

You may make one (1) copy of the Fonts for back-up purposes only. Copies must contain the same documentation, copyright, trademark, and other proprietary notices that appear on, in or with the Fonts. You must keep this back-up copy secure and must not allow any third party to have access to it. You will indemnify Asketic for all costs, damages or losses incurred as a result of Your failure to comply with this clause. If You discover or are made aware of any unauthorised access and/or use of the back-up copy by an unlicensed third party, You agree to notify Asketic as soon as is reasonable.

## 2.7 Embedding of Fonts

The embedding of Fonts into digital documents, like PDFs, is permitted so long as i) the Font Software is subset, ii) the document text can be viewed and printed but not edited, and iii) reasonable measures are taken to ensure recipients of such documents cannot extract or use the embedded Fonts. Rasterised copies of images showing the Font are permitted provided the images do not result in all or substantially all of the characters comprising the Font. If the resulting images show most or all of the Font characters, a rasterised showing of the Font is not permitted.

## 2.8 Web Fonts, @font-face and Font Linking

Using Asketic Fonts with the CSS rule @font-face, Cufòn, or other forms of font linking, regardless of format, are strictly prohibited under this Agreement. A separate Web Font licence and accompanying software is available from Asketic for this purpose.

## 2.9 Apps, Games, Hardware and Software

This licence expressly prohibits the embedding, inclusion, calling or linking of the Fonts within hardware and software in any form whatsoever. This includes, but is not limited to, video games, server-side applications, online document creation, mobile apps, kiosks, and OEM products or software. If You wish to use the Fonts for such purposes, contact Asketic to discuss. Notwithstanding, rasterised images of limited text and/or logos created using the Font Software are permitted.

## 2.10 Modifications

You may create outline artworks based upon the Fonts for Your personal or business use. However, the use of any font creation or font manipulation program or any attempt to modify the Font for the purposes of creating a usable, derivative or substitute version of the Font is prohibited. Under no circumstances may You modify, adapt, translate, reverse engineer, decompile, disassemble, alter, or otherwise attempt to discover the source code of the Fonts or the designs embodied therein. You further agree not to commission or authorise any third party to

undertake modifications to the Fonts without prior written consent from Asketic. Consent may or may not be granted at Asketic's sole discretion.

#### 2.11 Restriction of Alphabet Products

This licence expressly prohibits the use of the Fonts in the creation of alphabet products such as, but not limited to: house numbers, stamp sets, rub-on letters, adhesive alphabet letters, alphabet punch and die sets or other methods for use in making such products. If You wish to use the Fonts for such purposes, contact Asketic to discuss.

### 3. Rights Reserved

3.1 You expressly acknowledge that the Font Software, the designs embodied therein, the trade names and/or trademarks and copyrights associated therewith are each the exclusive property of Asketic. All rights not expressly granted under this licence are reserved to Asketic.

3.2 You agree that the Fonts and the design of the Fonts embodied therein are owned by Asketic and the Fonts' structure, organisation and code are the valuable trade secrets of Asketic. You acknowledge that the Fonts are, among other means, protected under the laws of the Republic of Latvia trademark and/or copyright law, by the trademark and/or copyright and design laws of other nations, and by international treaties.

3.3 At Asketic's request, You agree to provide an audit to confirm the Desktop Fonts You are consuming match Your Sales Receipt. Asketic will give You at least 5 business days' notice to complete the audit.

### 4. Warranties and Limitations

4.4 Asketic represents and warrants that the Fonts will perform substantially in accordance with the representations made herein. To make a warranty claim, You must notify the source from which You obtained the Fonts together with a copy of Your Sales Receipt. If the Font does not perform substantially in accordance with the representations, the entire and exclusive liability and remedy shall be limited to the replacement of the Font Software or the refund of the licence fee You paid for the Fonts, as an authorised officer of Asketic may elect. Asketic and its suppliers do not and cannot warrant the performance or results You may obtain by using the Fonts. It is Your responsibility to ensure that the Fonts are fit for Your purpose.

4.5 Asketic expressly disclaims all warranties, express and implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Asketic does not warrant that the operation of the Fonts will be unimpeded, uninterrupted or error-free, or that the Fonts are without defects. Without limiting the foregoing under no circumstances shall Asketic be liable to You or any other party, whether in contract or tort (including negligence) or otherwise, for any indirect losses, special, consequential, or incidental damages, including lost profits, lost savings, loss of data, or business interruption as a result of the use of or the inability to use the Fonts even if notified in advance of such possibility.

### 5. Termination

Any breach of the terms of this Agreement shall be cause for immediate termination without the obligation of notice or opportunity to cure. Asketic shall be entitled to seek any and all remedies under law or equity, without limitation, including injunctive relief without the obligation of posting security or bond. You agree to immediately discontinue using and delete the Fonts and certify that no copy remains in Your possession or control.

### 6. Dispute Resolution

Any dispute or difference arising out of or in connection with this Agreement will be referred to and finally resolved by arbitration in Latvia in accordance with the laws of the Republic of Latvia.

## **7. Choice of Law and Agreements**

7.1 You agree that this Agreement between Asketic and You was formed in Riga, Latvia, and any cause of action arising from it, arises in Riga, Latvia and will be governed by and construed in accordance with the laws of Republic of Latvia and within the exclusive jurisdiction of the Latvian courts.

7.2 Asketic may at any time amend the terms under which it licences the use of the Fonts to You. Asketic will make such amended terms available at [www.getcirulis.com](http://www.getcirulis.com) You agree that Your continued use of the Desktop Fonts means You accept the amended terms. Non-acceptance of the amended terms terminates this Agreement.

7.3 This Agreement embodies the entire understanding between Asketic and You and supersedes all prior arrangements or understandings. If an applicable Court declares any part of it to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

## **8. Contact**

All inquiries of Asketic may be sent by email to [info@getcirulis.com](mailto:info@getcirulis.com) The Asketic website is located at [www.asketic.com](http://www.asketic.com) and the font website is located at [www.getcirulis.com](http://www.getcirulis.com)