



TEST License
(reserved for professional testing or exclusively educational purposes)

This license agreement (the “TEST License”) is entered into between the End User and Bureau Brut, a simplified joint stock company with a share capital of €1,500, registered in the Toulouse Trade and Companies Register under number 815 351 788, whose registered office is located at 66 rue Louis Vitet, 31400 Toulouse, France.

1. Definitions

- 1.1. “Font” refers to a font of a typeface created or distributed by Bureau Brut, as well as each of the typographic characters comprising it, in a broad sense, i.e. including all glyphs, ornaments, numbers and/or symbols. A Font corresponds to a single variation (e.g. Regular, Italic, Bold, etc.) of a complete typeface.
- 1.2. “Font File” or “File” refers to the software that incorporates a Font and allows the typographic characters of the Font to be generated, it being specified that the Font software may also include associated documentation (information, features and technical documentation related to the Font File provided on the Bureau Brut website and enabling its use).
- 1.3. “End User”: any person who exploits, uses, reproduces, represents and/or communicates the Font or uses the Font File for their own needs pursuant to this TEST License, or who has these uses carried out on their behalf by a First Designer pursuant to this TEST License. Further details on the definition of End User are provided in Article 4 below.
- 1.4. “First Designer”: the End User’s service provider (designer or design agency) who suggests or chooses the Font to be included in the project to be tested on behalf of the End User.

2. Protection of the Font and the File

- 2.1. The Font and the File are each protected in particular by intellectual property rights (including copyright) belonging to Bureau Brut, as well as by contract law and civil or commercial liability laws.
- 2.2. By downloading the File, accepting the TEST License or installing or using the File or Font, the End User does not become the owner of the Font or File, nor of the rights relating to the Font or the File. There is no “purchase” or “sale” of the File or the Font. The End User only acquires authorization to use the Font or File under the conditions and within the limits set out in the TEST License. Bureau Brut remains the sole owner of the rights to the File and to the Font.

3. Purpose of the TEST License

The purpose of the TEST License is to grant the End User a non-exclusive right to use the File and the Font under the conditions and within the limits set out below for the specific purposes listed below, to the exclusion of any other commercial or non-commercial use or purpose.



4. Licensee – Persons covered by the TEST License

4.1. The TEST License is between Bureau Brut and either the End User, or the First Designer.

4.2. The individuals authorized to use the Font or the Font File (beneficiaries) are the employees of the End User or the First Designer and their own employees working on the End User's project (test) involving the use of the Font within the strict limits of this TEST License. All these persons are included in the scope of the End User's or First Designer's TEST License under this TEST License.

4.3. The TEST License also allows the End User or First Designer to send the File to a printer, developer or host solely for the purposes set out in the TEST License requiring the use of the File or Font. These service providers (subcontractors) are not required to enter into a personal license agreement with Bureau Brut when they use the Font and/or File for services provided on behalf of the End User or First Designer covered by the latter's TEST License. However, they shall not, under no circumstances, use the Font File or the File for other services or creations, in particular for their own account or for the account of other clients, unless they enter into a License as an End User or their other client enters into a License as an End User. The use of the Font and/or File by these service providers (subcontractors) of the End User or the First Designer is only covered by the TEST License provided that:

- A copy of the TEST License subscribed is provided to said service providers (subcontractors);
- The service providers (subcontractors) are duly notified by written notice that the Font and/or File may only be used within the framework of the said TEST License and on behalf of the End User or the First Designer, within the strict limits and conditions of the TEST License, in particular, in strict compliance with the terms of Article 5;
- The service providers (subcontractors) only use the File and/or Font for the time strictly necessary to carry out the operations they perform on behalf of the End User or the First Designer;
- The service providers (subcontractors) and/or the First Designer and/or the User are included in the list of persons covered by the TEST License provided to Bureau Brut at the time of subscription of the License or requesting an update by the End User or the First Designer.

The End User or First Designer is informed that Bureau Brut reserves the right, at any time, to request evidence of compliance with these obligations from the End User, the First Designer and/or any service provider (subcontractor) using the Font and/or the File.

4.4. Without prejudice to the preceding paragraphs, the TEST License is non-transferable and does not grant the right to sub-license the Font or the File to third parties.

5. Scope of uses authorized by the TEST License

5.1. Bureau Brut grants the End User, subject to full compliance with the TEST License, a non-exclusive authorization to use the File and the Font File exclusively for the following purposes, to the exclusion of any other commercial or non-commercial use or purpose:

- For testing/trial purposes in a professional context strictly limited to the presentation of a project to a client, prospect or colleagues in the sector

This purpose includes the installation of the File (without changing its naming) on the workstations of the beneficiaries of the TEST License described in Article 4 and the use of the File and the Font to compose text or a logo, make mock-ups, print proofs and present one or more creative projects on paper, digital or



audiovisual media to a client or prospect, colleagues and even the First Designer's community (exclusively) on social networks solely to show the type of creations that the latter is capable of producing, systematically crediting Bureau Brut for all such uses.

If the project/trial/test is accepted by the client, the latter shall purchase a License corresponding to the uses it wishes to make of the File and the Font and pay the relevant price. For more details on the License and the modules according to usage, [click here](#) .

- For educational purposes as a student

This purpose includes the installation of the File (without changing its naming) on a single workstation by an End User who shall be a student in design or typography and the use of the Font by this End User for non-commercial school or study projects in paper, digital or audiovisual format, systematically crediting Bureau Brut for all such uses.

Within the scope of this purpose, the Font may only be used and communicated to a limited audience of students and teachers, excluding any distribution on public websites with unrestricted access or on social networks in particular.

If the project/trial/test is ultimately used for a client project or any other non-strictly educational purpose, a License corresponding to the intended uses of the File and the Font shall be purchased by the End User, who must pay the relevant price. For more details on the License and the modules available for different uses, [click here](#).

- For educational purposes as a teacher

This purpose includes the installation of the File (without changing its naming) on the workstations of the End User who shall be a teacher in design or typography and of the End Users who shall be the students participating in the teacher's course, and the use of the Font by these End Users for non-commercial school or study projects or as teaching material, in paper, digital or audiovisual form, systematically crediting Bureau Brut for all such uses.

Within the scope of this purpose, the Font shall only be used and communicated to a restricted audience of students and teachers, excluding any distribution on public websites with unrestricted access or on social networks in particular.

End Users who are design or typography teachers shall distribute the TEST License to students participating in the educational project, informing them of the conditions and limitations of the TEST License.

5.2. The TEST License authorizes the aforementioned uses worldwide and for the duration of the legal protection of the File and the Font, subject to strict compliance with the purposes and uses authorized by the TEST License.



6. Prohibitions and limitations of the TEST License

6.1. The TEST License does not authorize the End User nor the First Designer to:

- make public use of the Font and/or File other than as expressly authorized by this TEST License;
- open the File in character creation software and re-export or re-save it;
- modify, distort, adapt or customize the File or Font, in particular by using character design software. In particular, the End User is not authorized to modify or adapt the Font or the typographic characters comprising it, for example by creating additional weights, modifying or deleting existing glyphs, metrics, approaches and kerning, nor to allow any third party to do so. In the event of a specific authorization by Bureau Brut for such specific uses, any modification, distortion or customization of the File or Font by the End User shall be the exclusive property of Bureau Brut;
- add glyphs or typographic characters;
- develop the Font and/or File in another language or script;
- rename the File;
- remove the word “TEST” from the name of the File or from the File itself;
- remove the word “WEB” from the names of the web Font File;
- convert or modify the format of the File (the appropriate formats provided by Bureau Brut are specified in Article 7);
- use the Fonts in a political or controversial context without obtaining authorization;
- resell, rent, lend, give, distribute, make available to the public or sub-license this TEST License or the File or the Font, or allow any third party to do so;
- share the Font or File with any third party other than those authorized in Article 4, or allow them to copy the Fonts or their Files outside the cases expressly authorized by this TEST License;
- reverse engineer, decompile, disassemble, alter or attempt to access the source code of the File, or allow any third party to do so; in the event that Bureau Brut authorizes the End User or the First Designer to perform any of the acts set out in this paragraph, any modifications shall become and remain the exclusive property of Bureau Brut and the End User or First Designer may not market, lend or transmit these modifications or additions to the File to any third party, nor allow any third party to do so;
- use the Font or the designs incorporated in the Font or the File in artificial intelligence systems for the purposes of training, development, production or use.

6.2. Any right or use not expressly authorized by the TEST License is reserved by Bureau Brut and is therefore not permitted to the End User or the First Designer without the specific, express and written authorization of Bureau Brut.

6.3. Under no circumstances shall the End User or the First Designer consider themselves to be the owners of the File or digital files made available to them by Bureau Brut. Physical control of the File or files is granted to them solely to enable them to enjoy the rights granted under the authorization and is merely ancillary to this TEST License agreement.

7. Specific commitments and guarantees of the End User or the First Designer

7.1. The End User or the First Designer warrants that he has the legal capacity to subscribe to this TEST License and that he has read and understood the TEST License. The End User or the First Designer acknowledges that by downloading or using the File or the Font, he agrees to be bound by the terms of the TEST License.

7.2. The End User or the First Designer warrants that the members of his legal entity (employees, agents, managers, etc.) and/or any other service provider (subcontractor) who may use the File or the Font File under this TEST License on his behalf are aware of the terms and conditions of the TEST License. The End



User or the First Designer warrants that these persons agree to be bound by them before using the File or the Font.

In the event of use of the File or the Font not authorized by this TEST License, either by the End User or the First Designer or by the persons mentioned in the previous paragraph, the End User or the First Designer acknowledges that he is fully liable to Bureau Brut and undertakes to compensate Bureau Brut in this respect.

The End User or the First Designer shall guarantee Bureau Brut against any uses and/or reproductions and/or communications to the public of the Font and/or the File, in particular in the form of copies of the File outside the scope of the TEST License, and acknowledges that he will be liable in the event of communication, reproduction, use and/or extraction of the File, in particular by users, service providers or third parties who are not authorized to access the File and use it other than in executable form.

7.3. The End User or the First Designer undertakes to use the following formats:

- for uses on websites (with restricted access): the “.woff2” format, using only @font-face technology and disabling hotlinking and direct links to the Font or the File with an “.htaccess” or “.httpd.conf” file;
- for other uses: the “.otf” format.

7.4. Bureau Brut reserves the right to amend, modify or add formats at any time in anticipation of future technical developments.

8. Free of charge

The right to use the File and the Font under the strict conditions and limitations of this TEST License is granted free of charge by Bureau Brut.

9. Absence of commitments and exclusion of liability by Bureau Brut

9.1. As this is a TEST License, Bureau Brut excludes all liability on any basis whatsoever under this TEST License, or regarding the Font and/or the File, and makes no warranty in this regard.

9.2. The End User or the First Designer acknowledges having been informed that Bureau Brut disclaims all liability for any recourse or action that may be brought by any natural or legal person who considers that they have any rights to assert over all or part of the File or the Font.

9.3. Bureau Brut undertakes no obligation to update or maintain the Font or the File.

9.4. BUREAU BRUT EXCLUDES ALL LIABILITY OF ANY KIND FOR ANY DIRECT OR INDIRECT DAMAGES SUCH AS LOSS OF PROFITS, COMMERCIAL OR FINANCIAL LOSS, INCREASE IN OVERHEADS, CONSEQUENCES OF THIRD-PARTY RECOURSE OR LOSSES ARISING FROM OR RESULTING FROM THE TEST LICENSE, EVEN IF BUREAU BRUT HAS BEEN PREVIOUSLY ADVISED OF SUCH POSSIBILITY, AS WELL AS FOR DAMAGE CAUSED TO PERSONS OR PROPERTY OTHER THAN THE SUBJECT OF THE TEST LICENSE, TO THE FULLEST EXTENT PERMITTED BY LAW AND ANY APPLICABLE REGULATIONS.

9.5. The End User or the First Designer shall bear sole responsibility for the consequences of any malfunction of the File due to any use that does not comply with the operating instructions and acknowledges that Bureau Brut does not guarantee that the File is suitable for the use intended by the End User or the First Designer.



10. Credits and notices

The End User or the First Designer shall mention the name of Bureau Brut and, more generally, include all notices necessary to identify Bureau Brut as the owner of all rights attached to the File and the Font. The End User or the First Designer undertakes not to remove or allow the removal of any notices appearing in the File.

11. Monitoring compliance with the TEST License

11.1. Bureau Brut reserves the right to conduct or have conducted by any auditor of its choice an audit of the End User and/or the First Designer and/or the persons to whom it has transmitted the File within the limits provided for in this TEST License in order to verify compliance with the TEST License by the End User or the First Designer and/or said persons. Bureau Brut shall notify the End User or the First Designer or the person concerned in writing at least five (5) working days in advance. This audit shall focus on compliance with the rights and obligations of the End User or the First Designer and/or persons under this TEST License, in particular with regard to the use of the File and the Font. The End User or the First Designer undertakes to cooperate in good faith with the auditor and to facilitate the audit by providing all necessary information, allowing access to its premises, and responding to requests. The parties hereby agree that this full and complete cooperation and communication is a determining condition for Bureau Brut in concluding this TEST License, and that it must therefore be provided upon first request and without refusal. Failure to provide all necessary information within five (5) working days of the start of the audit may entitle Bureau Brut to suspend the execution of this TEST License or to request the termination of this TEST License under the conditions set out in Article 12. The End User or the First Designer shall ensure that the persons to whom they have transmitted the File comply with these same obligations.

11.2. It is specified that if an external auditor is appointed, the latter shall be subject to a confidentiality obligation relating to their assignment.

11.3. In the event that the audit reveals a breach by the End User or the First Designer or by the aforementioned persons of their obligations, the End User or the First Designer shall reimburse Bureau Brut for the costs of the audit and remedy, at their own expense and within a reasonable period of time set by Bureau Brut, the breach identified by the auditor, without prejudice to any decision that Bureau Brut may take regarding the continuation or termination of the TEST License under the conditions set out in Article 12, and without prejudice to any damages that Bureau Brut may seek.

11.4. The right of audit provided for in this article may be carried out by Bureau Brut throughout the term of the TEST License and for six months after its termination.

12. Sanctions for breach of contract and termination of the TEST License

12.1. In the event of a serious breach by one of the parties of any of its obligations under this TEST License as set out in Articles 4, 5, 6, 7, 8, 9, 10, 11 and 13, the other party may:

- refuse to perform or suspend the performance of its own obligation;
- request that the End User or the First Designer remedy the situation by purchasing a paid License corresponding to the uses made, plus a penalty;
- pursue specific performance of the obligation;
- terminate or cancel the TEST License;
- seek compensation for the consequences of breach.

Sanctions that are not incompatible may be combined and damages may always be added.



12.2. With regard to the right of termination or cancellation, the parties agree to the following termination clause: in the event of a serious breach by either party of the obligations mentioned in Article 12.1, the TEST License shall be automatically and *ipso jure* terminated or cancelled (at the discretion of the notifying party) at the liability and expense of the party which is in breach of the agreement fifteen days after the other party has sent it a formal notice by registered letter with acknowledgement of receipt, which has remained without effect, to perform its obligations, without prejudice to any damages, without any further formality, in particular judicial. Where the damage caused by the non-performance and/or behavior of the party in serious breach of an obligation is irremediable and/or cannot be repaired in kind, the other party may automatically and *ipso jure* terminate or cancel the contract without prior formal notice. The termination or cancellation shall take effect two working days after receipt of the notification of cancellation or termination by the notifying party by registered letter with acknowledgement of receipt, without any other formality, in particular legal proceedings.

12.3. Serious breach within the meaning of this section includes, in particular, a violation of the scope of the TEST License, in particular the use of the Font or the File for commercial purposes, the provision of incorrect information when concluding or updating the TEST License, or the failure to provide such information when an update is necessary, or the failure to inform service providers (subcontractors), including the First Designer when the TEST License is taken out by an End User, or students of the terms and conditions of the TEST License when the TEST License stipulates that they have an obligation to inform them (see Articles 4 and 5).

12.4. In the event of termination of the TEST License due to serious breach by the End User or the First Designer under the conditions set out in the preceding paragraphs, the End User or the First Designer is required to proceed with and arrange for the immediate withdrawal and destruction of all documents, media, applications, websites, etc. already made available or distributed to third parties containing the Font and/or the File. The End User or the First Designer shall not sell any remaining stocks of such documents, media, applications, websites, etc. No re-publication or use of the File or Font is permitted after the date of termination of the TEST License. The End User or the First Designer must provide proof of such removal and/or destruction to Bureau Brut upon first request.

12.5. In any event, in the event of termination of the TEST License for any reason whatsoever, the End User or the First Designer shall immediately cease using the File or the Font. The same applies to persons covered by the TEST License pursuant to Article 4. In all cases, the End User or the First Designer undertakes to delete the File and, if he has made one, the backup copy of the File, from the server, computer or, more generally, any storage space on which the File and/or the backup copy of the File are stored. The same applies to persons covered by the TEST License pursuant to Article 4. The End User or the First Designer is informed that retaining the File and/or the backup copy of the File after the end of the TEST License constitutes a breach for which the End User or First Designer may be prosecuted, including when the retention is carried out by one of the persons covered by the TEST License pursuant to Article 4.

The End User or the First Designer undertakes to recall all files and/or products incorporating typographic characters from the Font and/or the File and enabling the generation of typographic characters from the Font and, more generally, all copies of files and/or products incorporating the File within a maximum period of thirty (30) days following the end date of the TEST License.

13. Assignment

13.1. The TEST License is personal, and the End User or the First Designer shall not assign or transfer it to a third party, without prejudice to the cases expressly provided for in this TEST License where the use of the File by a third party is authorized, subject to compliance with the conditions set out in this TEST License.

13.2. Bureau Brut may at any time assign the obligations arising from this TEST License to any natural or legal person of its choice.



14. Agreement on evidence

Data generated by Bureau Brut's IT tools shall be considered as evidence between the parties. The End User or the First Designer agrees in particular that Bureau Brut may collect the IP addresses and connection data of equipment connecting to its website and/or to the End User's or the First Designer's personal customer account on the bureaubrut.com website, in particular for the purposes of controlling access, ensuring compliance with Bureau Brut's rights and providing evidence of any breach of the TEST License or Bureau Brut's rights.

15. Data protection

15.1. Bureau Brut may process the personal data of the End User's or the First Designer's managers, employees, agents, subcontractors, for the purposes of performing this TEST License.

15.2. Bureau Brut will process the surnames, first names and professional postal and email addresses of these individuals, as well as connection data enabling tracking of the End User or the First Designer and the equipment that connect to its website and/or to the personal customer account on the bureaubrut.com website (date, time, IP address, visitor's equipment's settings, page(s) viewed, browser used, email address, logs, etc.).

15.3. With regard to the email address associated with the End User or the First Designer's account, their password, and the connection data collected via internet browsers and Bureau Brut's IT tools, the collection of this data is mandatory insofar as they are necessary to track the equipment that connect to the Bureau Brut website and/or the personal customer account on the bureaubrut.com website.

15.4. The consequences of refusing to provide data in cases where collection is mandatory vary depending on the situation. These mainly include the inability to access the Font File and the TEST License.

15.5. The data collected by Bureau Brut is processed for the following purposes:

- access, provision and use of the personal customer account of the End User or the First Designer on the bureaubrut.com website;
- carrying out commercial prospecting operations;
- monitoring prospect and customer relations, upgrading the TEST License and improving the personal customer account of End Users or First Designers on the bureaubrut.com website (in order to improve, for example, the display quality of the website or allow the End Users to remain logged in to their session);
- statistics;
- managing the TEST License and monitoring compliance with it;
- informing the End User or the First Designer about new Fonts offered by Bureau Brut, new Files, new formats, new products, License modules or Bureau Brut services;
- sending alerts to inform the End User or the First Designer on updates to the bureaubrut.com website;
- satisfaction surveys on Bureau Brut;
- auditing and monitoring the use of Fonts and Files;
- identification of any person who causes damage to Bureau Brut;
- managing complaints and disputes, managing the exercise of the rights of the person concerned (right of access, right to object, right to erasure, right to rectification, etc.).

15.6. Bureau Brut takes all reasonable measures to ensure the confidentiality, integrity and security of the personal data it processes. Although Bureau Brut undertakes to implement physical, administrative and technical measures to prevent the data collected from being distorted, damaged or accessed by unauthorized third parties, its total integrity cannot be guaranteed. It is the responsibility of the End User or First Designer to take all appropriate measures to minimize the harmful consequences of any loss of data available in the personal customer account or any security breach. In particular, the End User or First



Designer shall ensure that they keep the credentials used to access their personal customer account confidential.

15.7. When registering, the End User or First Designer is required to choose personal and confidential credentials, which are used to identify them. The End User or First Designer shall ensure that these credentials remain confidential. They undertake not to disclose this data. The End User or First Designer undertakes to ensure that the End User or the First Designer respects the confidentiality of the credentials. The lending, sharing, transfer or sale of credentials is prohibited and shall not be enforceable against Bureau Brut.

15.8. The End User or the First Designer is responsible for the use of his account. Any connection or transmission of data and/or the File made via his account shall be deemed to have been made under his sole responsibility, unless proven otherwise. The End User or the First Designer also undertakes to inform Bureau Brut immediately of any loss, theft or unauthorized use of their personal customer account and/or credentials so that Bureau Brut can take appropriate measures to remedy the situation.

15.9. The data controller is Bureau Brut, a simplified joint stock company with a share capital of €1,500, registered in the Toulouse Trade and Companies Register under number 815 351 788, whose registered office is located at 66 rue Louis Vitet, 31400 Toulouse, France.

15.10. Bureau Brut undertakes never to disclose the personal data it processes, except with the express authorization of the End User or the First Designer or in very specific circumstances, such as those set out below:

- Bureau Brut may be required by law, in the context of legal proceedings, a dispute and/or a request from public authorities, to disclose personal data;
- Bureau Brut may disclose such data if it believes that disclosure is necessary or appropriate for reasons of national security, law enforcement or other reasons of public interest;
- Bureau Brut may also disclose personal data if it considers that such disclosure is reasonably necessary to enforce compliance with the TEST License entered into with the End User or the First Designer or to prove its breach;
- Finally, in the event of a restructuring, merger or transfer, Bureau Brut may transfer all personal data it processes to the third party concerned.

15.11. Data subjects whose personal data is processed by Bureau Brut have rights relating to this processing. These include the right to access data concerning them, the right to request its rectification, modification, updating, limitation or erasure (subject to demonstrating that the data is inaccurate, incomplete, ambiguous or out of date, or that its use is prohibited), the right to object to the processing of such data unless Bureau Brut has compelling legitimate grounds for doing so (it being specified that exercising this right may result in it being impossible to use the File and/or the Font), the right to object to prospecting and the right to define guidelines for the storage, erasure and communication of their personal data after their death. Subject to proving their identity and the above-mentioned conditions, the data subject may exercise these rights by writing to Bureau Brut at the following email address: bonjour@bureaubrut.com or at the postal address of Bureau Brut indicated above.

15.12. Personal data is never hosted or transmitted outside the European Economic Area.

15.13. Data is retained for three years after the end of the TEST License.

16. Limitation period for legal actions

16.1. The parties agree to contractually adjust the limitation period for any action that may be brought by either party on any basis whatsoever in relation to the validity of this TEST License and/or the validity and/or enforceability and/or unwritten nature of each of its clauses.

16.2. The limitation period is one (1) year from the conclusion of this TEST License for any action referred to in the previous paragraph.



17. Miscellaneous provisions

17.1. The fact that either party has not requested, temporarily or permanently, the application of a provision of this TEST License shall not be considered a waiver of the rights held by that party.

17.2. If any provision of this TEST License or part thereof is invalid under any regulation, law in force or following a final court decision, it shall be deemed unwritten and replaced by one or more valid clauses that are consistent with the parties' intentions. However, this shall not invalidate the TEST License or the clause that is only partially affected. The other clauses shall remain in force provided that the overall effect of the TEST License is not altered.

17.3. Each party undertakes to inform the other party of any substantial change in its situation (in particular address, bank details, transfers, etc.).

18. Applicable law and jurisdiction

18.1. The TEST License is established, submitted and interpreted in accordance with French law. The End User or the First Designer expressly accepts that the United Nations Convention on Contracts for the International Sale of Goods is hereby excluded.

18.2. Before referring any matter to a court, each party undertakes to inform the other party of any difficulty by registered letter with acknowledgement of receipt and to attempt to find an amicable solution. If an amicable solution cannot be reached, ANY DISPUTE RELATING TO THE VALIDITY, INTERPRETATION OR EXECUTION OF THE LICENSE SHALL BE SUBJECT TO THE EXCLUSIVE JURISDICTION OF THE COMPETENT COURTS OF PARIS.

19. Languages

19.1. The full TEST License is available in French and English.

19.2. In the event of any inconsistencies between the two versions, the French version shall prevail over the English translation.