



License

This license agreement (the "License") is entered into between the End User et 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 integrates a Font and allows the typographic characters of the Font to be generated. 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 License, or who has these uses carried out on their behalf by authorized persons (such as the First Designer or service providers or subcontractors) pursuant to this 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 to use the Font in the project carried out on behalf of the End User.

2. Protection of the Font and File

2.1. The Font and the File are each protected in particular by intellectual property rights (including copyright) owned by Bureau Brut, as well as by contract law and civil or commercial liability laws.

2.2. By downloading the File, accepting the License or installing or using the File or the Font, the End User does not become the owner of the Font or of the File, nor of the rights relating to the Font or the File. There is no "purchase" or "sale" of the File or of the Font. The End User only acquires authorization to use the Font or the File under the conditions and within the limits set out in this License. Bureau Brut remains the sole owner of the rights to the File and to the Font.

3. Purpose of the License

The purpose of the 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 in this License, in return for the price paid by the End User in accordance with Article 8 below.

4. Licensee – Persons covered by the License

4.1. The License is between Bureau Brut and the End User, who is the sole lawful holder of the License.

4.2. The End User shall never be the First Designer or any other service provider (such as a designer or agency other than the First Designer) who creates content or services using the Font or the Font File on behalf of a customer. Only the customer of the First Designer or any other service provider for whom the



latter creates content/services may be an End User and must subscribe the License (where applicable, through an agent agreement with the First Designer or other service provider authorizing them to subscribe the License on behalf of the customer, as End User).

4.3. The First Designer or other service provider of the End User shall always ensure that the End User holds a License with Bureau Brut. Otherwise, the First Designer or service provider is not included in the License of their customer, the End User. They should then be liable, especially as an infringer, for using a Font or the Font File without Bureau Brut's authorization.

4.4. The First Designer or any other service provider of the End User may facilitate the subscription of the License between Bureau Brut and the End User in several ways:

- They may subscribe the License, under an agent agreement, in the name and on behalf of the End User.
- They may also pay the price of the License on behalf of their customer, the End User.
- They may prepare the License order on the Bureau Brut website and send a link to the End User so that they can finalise the subscription and payment for the License directly with Bureau Brut.

In all cases, insofar as the sole holder of the License is the End User, the latter's name and contact details shall be provided to Bureau Brut, which will appear on Bureau Brut's invoice under the heading "License owner". When the First Designer or any other service provider of the End User is the one who concludes the License or pays for the License on behalf of the End User, Bureau Brut will send, by post or email, the invoice listing the modules subscribed to (see Article 5) and the total number of employees working for the End User used by Bureau Brut to determine the size of the End User (see Article 8), as well as a copy of the License to the First Designer or other service provider of the End User, who is responsible for and undertakes to provide these documents to the End User.

The First Designer or any service provider of the End User is prohibited from charging a price or commission or any other sum in respect of the License itself.

In all such cases, the First Designer or the End User's service provider shall indemnify Bureau Brut against any damage or non-compliance with the License and shall be liable, together with its customer, the End User, to Bureau Brut. In particular, they are jointly and severally liable with the End User for the accuracy of the information provided in the order used to determine the price of the License (total number of employees working for the End User and types of use of the Font and the Font File by the End User).

4.5. The natural persons authorized to use the Font or the Font File (the beneficiaries) are all employees of the End User as well as the First Designer and his own employees working on the End User's project involving the use of the Font. All these persons are included in the scope of the End User's License without the need to subscribe to the "Subcontractor" module.

4.6. "Subcontractor" module shall be subscribed for any uses of the Font or the Font File beyond the internal uses of the End User and those of the First Designer: if and only if the End User has subscribed to the License module called "Subcontractor" module, the License also includes the use of the Font and the Font File by individuals employed by the End User's service providers (subcontractors) other than the First Designer (such as external designers other than the First Designer, design agencies other than the First Designer, the End User's PR agency, printer, developer, or host provider) performing services/creations on behalf of the End User involving the use of the Font or the Font File, and solely for this purpose.

4.7. The First Designer and/or the said service providers (subcontractors) covered by the "Subcontractor" module are therefore not required to enter into a personal license agreement with Bureau Brut when they use the Font and/or the File for services performed on behalf of the End User and covered by the latter's License. However, they may not under any circumstances use the Font or the File for other services or



creations, especially for their own account or for other customers, unless they subscribe another License as an End User or their other customer subscribes a License as an End User.

The use of the Font and/or File by individuals employed by these service providers (subcontractors) of the End User and/or by the First Designer is covered by the License only if:

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

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

4.8. Without prejudice to the "Subcontractor" module and the specific case of the First Designer, the License is non-transferable and does not grant the right to sub-license the Font or File to third parties.

5. Scope of uses authorized by the License

5.1. Bureau Brut grants the End User, subject to full compliance with the License and subject to payment of the price provided for in Article 8, a non-exclusive authorization to use the File and the Font in accordance with the following terms and conditions.

5.2. The types of use that the End User is authorized to make under the License depend on the module(s) subscribed to when subscribing the License, with each module being subject to separate pricing (which also depends on the total number of employees of the End User: see Article 8 below). The different modules of the License (other than the "Subcontractor" module described in Article 4) are as follows:

5.2.1. "**Desktop**" module: subscribing to this module allows the use of the Font and File for the creation, reproduction and distribution of:

- printed documents (books, newspapers, magazines, portfolios), digital documents in PDF format, digital books in Kindle Azw, PDF, ePub, Broadhand eBooks and Mobipocket formats, using the Font and, more generally, in the context of any book and press publishing activity,
- business cards, stationery,
- signage or signs,
- packaging (excluding the use of the Font on the products themselves).

This module is not limited in any quantitative limits regarding the number of copies. The End User may produce as many printed or digital copies as he wishes.

This module does not include the use of the Font or File for a logo, symbol or trademark as this type of use shall be covered by another module described below, or the use of the Font or File for manufactured products (merchandising) that are subject to licenses negotiated privately with Bureau Brut.

This module does not include the distribution of packaging images as part of communication, marketing or product marketing operations in social media campaigns or integrated into video media, or any other use



covered by a separate module. These uses are covered by separate modules of the License, which must be subscribed to in addition to this module if the End User wishes to carry them out.

5.2.2. **“Logotype”** module: subscribing to this module allows the use of the Font and the File for the creation, reproduction and distribution of a logotype, symbol or verbal or semi-figurative brand mark for any use of the logo or brand mark using the Font (print, digital, Internet/web, social media, video/motion pictures) with the following limitations:

- The module has a quantitative limitation: a License includes the use of the Font only for a single brand mark/logo specified at the time of subscribing the License or at the latest at the time of publication of the brand mark/logo on the bureaubrut.com website. For any other brand mark or logo or any variation of the initial logo or brand mark, a new License shall be subscribed.
- The “Logotype” module does not include the use of the Font, logo, symbol or brand mark using the Font on manufactured products (merchandising). Such use shall be covered by another additional license negotiated directly with Bureau Brut.

As an exception, within the framework of this module, it is permitted to convert the Font into outlines in design software (such as Adobe Illustrator) and to modify these outlines to design a logotype/symbol/brand mark.

5.2.3. **“Website”** module: subscription to this module allows the use of the Font and the File for the development, reproduction and distribution as a web font in “.woff2” format for use on one or more websites and exclusively integrated into this or these websites, the domain name(s) of which is/are specified when subscribing the License or specified later on the bureaubrut.com website as and when the Font is used, allowing only the display of the typographic characters of the Font on screen only, regardless of the device used for viewing (computer, phone, tablet, etc.). For this type of use, the File may be downloaded to a server accessible only by the End User (or, where applicable, their service providers (subcontractors) and/or the First Designer in accordance with the conditions set out in Article 4).

This module is not limited in any quantitative limits: it covers as many sites as the End User wishes (provided they meet the above conditions), regardless of the audience of the sites.

The following limits and conditions apply to this module:

- The End User shall be the publisher/owner of the websites and the owner of the domain names.
- The use of the Font or File in an interface design tool (such as Figma, for example) is not included in the “Website” module and requires subscription to the “Desktop” module.
- This module does not allow the marketing or distribution of the Font or the File to third parties, but only its use to enable the display of text from the website(s) in the licensed Font.

5.2.4. **“Social Media”** module: subscription to this module allows the use of the Font and the File for the creation, reproduction and distribution of visuals (static or fixed) posted on social networks under the editorial control of the End User.

The use of the Font or the File to create, reproduce and distribute video/audiovisual content on social networks requires subscription to both the “Social Media” module and the “Video” module.

This module is not limited in any quantitative limits: it covers as many posts, visuals and social media accounts (meeting the above conditions) as the End User wishes, regardless of the audience of these publications/accounts (number of subscribers, number of views, etc.).

5.2.5. **“App/Game”** module: subscribing to this module allows the use of the Font and the File for the development, reproduction and distribution of the Font to display the texts of a computer application, game or software in the licensed Font, and this, solely on screen, when running the application, game or software



on terminals' screens used via iOS, Windows Mobile and Android operating systems. Bureau Brut reserves the right to amend the list of operating systems for mobile terminals, provided that it informs the End User at least thirty calendar days before said amendment.

The following limitations and conditions apply to this module:

- This module has a quantitative limit: a License covers only one application, one game or one piece of software. It is therefore necessary to subscribe a License for each game, piece of software or application if the End User intends to use the Font and/or the File in several games, pieces of software or applications.
- Use of the Font or File for digital or paper documentation of the application, game or software also requires subscription to the "Desktop" module.
- The name of the application, game or software must be communicated to Bureau Brut at the time of subscription of the License or, at the latest, before the application, game or software is published.

5.2.6. "Video" module: subscribing to this module allows the use of the Font and File for the creation, reproduction and distribution of the Font in video/motion pictures/cinematographic content.

This module is not limited in any quantitative limits: the End User may produce as much video/motion pictures/cinematographic content as they wish, regardless of its audience or duration.

The distribution of video/motion pictures/cinematographic content on social networks requires subscription to the "Social Media" module in addition to this module.

5.2.7. "Products/Merchandising" module: subscribing to this module allows the use of the Font and the File for the development, reproduction and distribution of the Font on manufactured products and merchandising items intended for sale or free distribution (e.g. clothing, fashion accessories, T-shirts, caps, shoes, bags, goodies, etc.).

This module is subject to negotiation directly with Bureau Brut and cannot be subscribed directly on the Bureau Brut online ordering site. The pricing of this module depends on different criteria such as the type of products concerned, the number of copies produced, the distribution area and the duration of distribution.

5.3. For each of the modules above, the License is not limited:

- in time (it is valid for the entire duration of intellectual property rights protection, subject to the provisions of Article 12);
- in space (it is valid worldwide);
- in terms of the number of computer workstations on which the Font File is installed at the End User's premises, the First Designer's premises and/or at the premises of its service providers (subcontractors) as defined in Article 4;
- in terms of quantity: depending on the module chosen, the quantity is not limited: number of copies or sites (or domain names) or applications or digital books, in the number of visitors or downloads, in the number of content items, the number of views or the duration of the video, or in the number of followers, subscribers, content items, or accounts associated with the End User's social networks (it is not limited in terms of quantity), except:
 - for licenses negotiated privately with Bureau Brut, such as licenses for manufactured products (merchandising);
 - for the "Logotype" module and the "App/Game" module, which are limited to a single logo/symbol/brand mark or a single application or a single video game or a single piece of software.



6. Prohibitions and limitations of the License

6.1. The License does not authorize the End User to:

- open the File in character creation software and re-export or re-save it;
- modify, distort, adapt or customize the File or the Font, especially 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 uses, any modification, distortion or customization of the File or the Font by the End User shall be the exclusive property of Bureau Brut;
- add glyphs or typographic characters;
- develop the Font and/or the File in another language or dialect;
- rename the File;
- remove the word "WEB" from the names of web Font File for uses of the "Website" module as defined in Article 5;
- convert or modify the format of the File (the appropriate formats provided by Bureau Brut are specified in Article 7);
- use the Font in a political or controversial context without obtaining authorization;
- resell, rent, lend, give, distribute, make available to the public or sub-license this License or the File or allow any third party to do so;
- where the End User has subscribed to the "Subcontractor" module, share the Fonts or their Files with third parties not covered by the "Subcontractor" module or without complying with the conditions set out in that module;
- share the Fonts or their Files with any third party without Bureau Brut's authorization when the End User has not subscribed to the "Subcontractor" module;
- 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 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 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 into 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 License is reserved by Bureau Brut and is therefore not permitted to the End User without the specific, express and written authorization of Bureau Brut.

6.3. Under no circumstances shall the End User consider that he is the owner of the File or digital files made available to him by Bureau Brut. Physical control of the File or files is granted to the End User exclusively to enable them to enjoy the rights granted under the authorization and is merely ancillary to this License Agreement.

7. Specific commitments and guarantees of the End User

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



7.2. The End User warrants that the members of their legal entity (employees, agents, managers, etc.) as well as the First Designer and/or any other service provider (subcontractor) who may use the File or Font on his behalf are aware of the terms and conditions of the License. The End User 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 Font not authorized by this License, either by the End User or by the persons mentioned in the previous paragraph, the End User acknowledges that he is fully liable to Bureau Brut and undertakes to compensate it in this respect.

The End User 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 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 undertakes to use the following formats:

- for the use of the "Desktop" and "App/Game" modules as defined in Article 5: the ".otf" format;
- for uses of the "Website" module as defined in Article 5: the ".woff2" format;
- Bureau Brut reserves the right to amend, modify or add formats at any time in anticipation of future technical developments.

7.4. For uses of the "Website" module as defined in Article 5, the End User shall:

- use only @font-face technology;
- disable hotlinking and direct links to the Font or File with an ".htaccess" or "httpd.conf" file.

8. Price

8.1. In return for the authorization granted to him by this License, the End User shall pay Bureau Brut the price, in euros including all taxes (indicated at the time of subscription, either electronically on the Bureau Brut website and/or by email, or on the paper order form) corresponding to the License(s) and modules selected by the End User.

8.2. The price paid by the End User for the License granted by Bureau Brut varies according to two criteria: the total number of employees of the End User and the modules chosen for the scope of use covered by the License described in Article 5 above, which the End User acknowledges and accepts. The End User undertakes to provide accurate and truthful information when subscribing the License. If the End User has not provided accurate information or does not update this information and this information has consequences on the price that should have been paid by the End User to Bureau Brut, Bureau Brut reserves the right to terminate the License under the conditions set out in Article 12, without prejudice to any damages and/or to request the additional price corresponding to the difference between the price paid by the End User and the price he should have paid if he had provided accurate information, plus 50%.

8.3. Where the End User belongs to a group of companies within the meaning of the French Commercial Code and the Font and/or the File are likely to be used by several entities within that group, the total number of employees to be declared by the End User shall correspond to the total number of employees of each entity within the group which is likely to use the Font or the File.

8.4. The End User also undertakes to inform Bureau Brut of any change in its number of employees and in the scope of its use of the Font and the File in order to upgrade the License and pay the additional price to Bureau Brut. This upgrade can be subscribed directly on the Bureau Brut website (except for modules which are negotiated by direct agreement, such as the "Products/Merchandising" module).

However, if the End User experiences a decrease in his total number of employees compared to the date of subscription of the License or his last upgrade, or if the End User does not use the Font or the File for all the uses of the modules covered by the subscribed License, the End User cannot obtain a refund, even partial, of the price of the License. Upgrades are only possible to a higher version.



8.5. Bureau Brut may verify the information provided by the End User or the First Designer or the service provider who acted as an intermediary between Bureau Brut and the End User when the License was subscribed or upgraded, including retroactively, (in particular online or on public or paid websites/databases) and contact the End User or service provider to ask them to rectify the situation and upgrade the License, without prejudice to the other sanctions for infringement of the License provided for in Article 12.

8.6. Payment of the price by the End User shall be made:

- for any subscription made directly with Bureau Brut, upon receipt of the invoice sent by Bureau Brut to the End User. VAT will be applied at the rates and conditions in force;
- for any subscription made online at bureaubrut.com, immediately after confirmation of the subscription on bureaubrut.com, VAT being applied in addition at the rates and conditions in force.

8.7. In all cases, the File and the Font shall only be made available to the End User on condition that the full price has been paid to Bureau Brut, unless specific contractual conditions have been accepted by Bureau Brut in writing.

9. Bureau Brut's commitments

9.1. Bureau Brut guarantees that it has the legal capacity to grant the License and that it has all the intellectual property rights to grant the authorizations provided for in Article 5 hereof to the End User and to the persons covered by the "Subcontractor" module (described in Article 4) when subscribed. Bureau Brut shall hold the End User harmless against any recourse or action that may be brought by any natural or legal persons who consider that they have any rights to claim over all or part of the File or the Font, provided that:

- the End User has notified Bureau Brut, within a short period of time, of the action, claim or statement preceding the dispute;
- Bureau Brut has been able to freely defend its own interests and those of the End User at its own expense, and in particular that it has agreed to the choice of the solicitor(s)/lawyer(s) responsible for the defence, and that, in the context of the dispute, the End User has cooperated loyally in said defence by providing, in a timely manner, all the evidence, information and assistance reasonably necessary to carry out such a defence.

9.2. Bureau Brut contractually guarantees the proper functioning of the File for 30 (thirty) days following its delivery (except in the event of non-compliance with the License by the End User or persons covered by the "Subcontractor" module (described in Article 4) when subscribed. No warranty is provided to the End User beyond this period of 30 (thirty) days, to the fullest extent permitted by applicable law and regulations.

9.3. To make a warranty claim under Article 9.2, the End User shall contact Bureau Brut at the following email address: bonjour@bureaubrut.com with sufficient information to enable confirmation of the effective date of the License. Under the aforementioned warranty, Bureau Brut undertakes to correct any blocking anomaly or to provide the End User with a new File that functions properly.

9.4. The File and the Font comply with the Open Font Format (OpenType®) standard in ".otf" format. If the Font or File has anomalies or malfunctions with regard to the functionalities or characteristics of the Open Font Format (OpenType®), these anomalies or malfunctions are presumed to be due to the software used by the End User in that it does not support or poorly supports this standard or format. The End User shall provide evidence that the Font or File does not comply with the Open Font Format (OpenType®) standard in order to rebut this presumption.

9.5. No returns or refunds are possible, including during the 30-day period provided for in Article 9.2, unless Bureau Brut is unable to correct any blocking anomalies in the File or provide a new File that functions properly.

9.6. With regard to the use of the "App/Game" module as defined in Article 5, the creation of new versions of applications, software or video games by the End User involving the creation of new formats of the File or



the Font to work with said new versions does not infer any obligation for Bureau Brut to update the File or the Font free of charge or for a fee.

9.7. Given the highly technical nature of the File and the current state of the technology, the End User acknowledges and accepts that Bureau Brut is subject to a best-efforts obligation.

9.8. Bureau Brut does not undertake to update or perform maintenance operations on the File or the Font throughout the term of the License, either free of charge or for a fee, outside the guarantee provided for in Article 9.2 above.

9.9. Bureau Brut shall only be held liable for its own actions and/or those of its employees in the event of acts performed by it or them in the context of the execution of the License and only in the event that a causal link is established between the alleged damage and gross negligence or wilful misconduct on the part of Bureau Brut and/or its employees. This limitation of liability applies to the fullest extent permitted by law and any applicable regulations.

9.10. The End User accepts that, in cases where Bureau Brut may be held liable under Article 9.9, compensation for any damage suffered by the End User arising from the use of the File and/or the Font and/or in connection with the performance of the License shall be limited to the amount paid by the End User to Bureau Brut pursuant to Article 8 hereof. This limitation of liability shall apply to the fullest extent permitted by applicable law and regulations.

9.11. BUREAU BRUT EXCLUDES ALL LIABILITY OF ANY KIND FOR 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 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 LICENSE, TO THE FULLEST EXTENT PERMITTED BY LAW AND ANY APPLICABLE REGULATIONS.

9.12. The End User 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. The End User acknowledges that Bureau Brut does not guarantee that the File is suitable for the use intended by the End User.

10. Credits and notices

10.1. Any copy of the File that the End User (or the persons covered by the "Subcontractor" module described in Article 4, where subscribed) is expressly authorized to make shall include the same notices relating to intellectual property rights (in particular copyright or trademark rights) appearing on or in the File.

10.2. The End User is required, to a reasonable extent and considering standard practices in the industry sector, to mention the name of Bureau Brut and, more generally, to include all notices necessary to identify Bureau Brut as the owner of all rights attached to the File. The End User undertakes not to remove or allow the removal of any notices enclosed in the File.

10.3. Similarly, for any use of the File or the Font or of all or part of the typographic characters comprising it, in the context of their commercial activity, in particular for promotional purposes, the End User shall display the notices relating to intellectual property rights (in particular copyright or trademark rights), such as in a dedicated "credits" or "colophon" section.

11. Monitoring compliance with the 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 of the First Designer and/or the persons covered by the "Subcontractor" module described in Article 4 (when subscribed to) in order to verify compliance with the License by the End User



and/or said persons. Bureau Brut shall notify the End User 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 (and/or the persons covered by the "Subcontractor" module described in Article 4, where subscribed and/or the First Designer) pursuant to this License, in particular with regard to the use of the File and the Font, and the price paid to Bureau Brut. The End User 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 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 License or to request the termination of this License under the conditions set out in Article 12. The End User shall ensure that the persons covered by the "Subcontractor" module described in Article 4 or the First Designer comply with these same obligations when subscribing to it.

11.2. If an external auditor is appointed, the latter shall be subject to a confidentiality obligation relating to his assignment.

11.3. In the event that the audit reveals a breach by the End User or the First Designer or by the persons covered by the "Subcontractor" module described in Article 4, when subscribed to, of their obligations, the End User shall reimburse Bureau Brut for the costs of the audit and remedy the breach at its own expense, within a reasonable period of time set by Bureau Brut, without prejudice to any decision that Bureau Brut may take regarding the continuation or termination of the 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 License and for six months after its termination.

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

12.1. In the event of a serious breach by one of the parties of any of its obligations under this 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;
- pursue specific performance of the obligation;
- terminate or cancel the License;
- seek compensation for the consequences of the 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 License shall be automatically and *ipso jure* terminated or cancelled from the beginning (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 behaviour 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 from the beginning the agreement 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:

- for the End User: failure by the End User to pay even part of the price stipulated in the License to Bureau Brut, or violation of the scope of the License, or provision of incorrect information when subscribing the



License or upgrading it, or failure to provide such information when an upgrade is necessary, or failure to informing service providers (subcontractors), including the First Designer, of the terms and conditions of the License when the License stipulates that it has an obligation to inform them (see Article 4);

- for Bureau Brut: the provision of a File containing blocking anomalies that are not remedied within the 30-day period provided for in Article 9.

12.4. In the event of termination of the License due to serious breach by the End User under the conditions set out in the preceding paragraphs, the End User shall immediately withdraw, and ensure the withdrawal of, all documents, media, applications, websites, etc. already made available to the public or distributed containing the Font and/or File . The End User shall not sell any remaining stocks of such documents, media, applications, websites, etc. No re-publication or use of the File or the Font is permitted after the date of termination of the License.

12.5. In any event, in the event of termination of the License for any reason whatsoever, the End User shall immediately cease using the File or the Font. The same applies to persons covered by the "Subcontractor" module in the event of subscription to this module (Article 4) and to the First Designer. In all cases, the End User undertakes to delete the File and, if they have 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 "Subcontractor" module if they have subscribed to this module (Article 4) and to the First Designer. The End User is informed that retaining the File and/or the backup copy of the File after the end of the License constitutes a breach for which the End User may be prosecuted, including when the retention is carried out by a person covered by the "Subcontractor" module if this module has been subscribed to (Article 4) or the First Designer.

The End User 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 termination date of the License.

13. Assignment

13.1. The License is personal and the End User shall not assign or transfer it to a third party, without prejudice to the cases expressly provided for in this License where the use of the Font or File by a third party is authorized in the event of subscription to the "Subcontractor" module (Article 4) or in the event of a First Designer's use, subject to compliance with the conditions set out in this License.

13.2. In the event that the File, the Font and/or the License is validly assigned by the End User to a third party in accordance with the law, in all cases, such assignment shall only be valid and enforceable against Bureau Brut if the End User informs Bureau Brut of the identity and full contact details of the assignee and if the End User provides Bureau Brut with evidence of the destruction of all copies of the File held by the initial End User and its service providers (subcontractors) in the event of subscription to the "Subcontractor" module (Article 4) and, where applicable, by the First Designer.

13.3. Bureau Brut may at any time assign the obligations arising from this 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 that Bureau Brut may collect the IP addresses and connection data of equipments connecting to its website and/or to the End User'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 License or Bureau Brut's rights.

15. Data protection

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

15.2. Bureau Brut will process the surnames, first names and professional postal and email addresses of these persons, as well as connection data enabling tracking of the End User, of persons covered by the "Subcontractor" module if this module is subscribed to (Article 4), of the First Designer and of 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's customer 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 it is 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, invoices and the License.

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

- access, provision and use of the End User's personal customer account on the bureaubrut.com website;
- invoicing and accounting;
- carrying out commercial prospecting operations;
- monitoring customer relations, upgrading the License and improving the personal customer account of End Users on the bureaubrut.com website (in order to improve, for example, the display quality of the website or allow the End User to remain logged in to their session);
- statistics;
- managing the License and monitoring compliance with it;
- informing the End User about new Font offered by Bureau Brut, new files, new formats, new products, license modules or services from Bureau Brut;
- sending alerts to inform the End User of 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 also the responsibility of the End User to take all appropriate measures to minimise the harmful consequences of any loss of data available in their personal space or any security breach. In particular, the End User must ensure that they keep the credentials used to access their personal customer account confidential.

15.7. When registering, the End User is required to choose personal and confidential credentials, which are used to identify them. The End User shall ensure that these credentials remain confidential. He undertakes not to disclose this data. The End User undertakes to ensure that he 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 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 also undertakes to inform Bureau Brut immediately of any loss, theft or unauthorized use of his personal customer account and/or access codes so that Bureau Brut can take appropriate measures to remedy the situation.

15.9. When a service provider subscribes a License in the name and on behalf of its own customer (End User), in accordance with the terms and conditions set out in Article 4, he undertakes (and guarantees Bureau Brut in this respect) to provide the End User, prior to the transmission of data concerning him to Bureau Brut, with all the information on data processing required by regulations, in particular the information contained in this Article 14 and the information below:

15.10. 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.

15.11. Bureau Brut undertakes never to disclose the personal data it processes, except with the express authorization of the End User 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 License agreed with the End User 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.

15.12. 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 direct marketing processing 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 sending a request to Bureau Brut at the following email address: bonjour@bureaubrut.com or at the postal address of Bureau Brut indicated above.

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

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

16. Limitation period for legal actions

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

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



17. Miscellaneous provisions

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

17.2. If any provision of this 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 provisions that are consistent with the parties' intentions. However, this shall not invalidate the License or the provision that is only partially affected. The other provisions shall remain in force provided that the overall effect of the 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 License is established, submitted and interpreted in accordance with French law. The End User 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 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.