

This summary allows you to understand the broad outlines of our licenses.

By downloading the File, by accepting the License, by installing or using the File or the Font, the User does not become the owner of the Font or of the File nor of the rights to the Font or the File. There is no act of "purchase" or "sale" of the File or the Font. The User acquires only an authorization to use the Font or the File under the conditions and within the limits provided for in the License. Bureau Brut remains the sole owner of the rights to the File and the Font.

We offer only 4 types of licenses; they vary according to the number of workstations in the User's workplace.

Unique

This license is reserved only for a self-employed person working alone. It is nominative. It authorizes the installation of the Font File on a desktop and a laptop computer only.

The following licenses are intended for companies or organizations. They vary according to the number of workstations in the same workplace.

Small

It allows the installation of the Font File on up to 5 computers in the same workplace.*

Medium

It allows the installation of the Font File on up to 10 computers in the same workplace.*

Large

It allows the installation of the Font File on up to 50 computers in the same workplace.*

For more than 50 computers, please contact Bureau Brut who will offer a specific license.

- * *Computers in the same workplace* means that:
- freelancers working on the computer workstations of the organization subscribing to the License are included in the License of the latter;
 - freelancers working on their own computer workstations are not included in the License of the organization hosting them - they must have a License in their name, even if they work in the organization's offices;
 - if there are several premises where the File is to be used, the User must take as many licenses as there are premises according to the package corresponding to the number of computers in each premises.

Our licenses are adapted to the concrete needs of our Users towards their own clients.

- Our Users can use the Font for their own clients without the need for their clients to subscribe to a License. Thus, they can provide their clients with any media, formats or services that do not require the installation of the Font File by their clients.
- They can also provide their clients with any media, formats or services that require the installation of the Font File but, in this case, the User's client must subscribe to its own License with Bureau Brut. The User's client can subscribe to and pay for its own License on the bureaubrut.com website. It is also possible for initial Users to subscribe the license in the name and on behalf of their own client according to the terms and conditions specified in our licenses.

As with any font license, our licenses are personal and non-transferable to third parties. However, our licenses allow Users, under certain specific conditions, to provide the Font File to their printer or developer for print or web integration work done on their behalf.

Some examples of what is not allowed:

- ✗ open the Font File in a character creation software and re-export or save it;
- ✗ edit the File of the Font;
- ✗ add glyphs or font characters to the Font;
- ✗ develop the Font in another language;
- ✗ convert the File's format;
- ✗ rename the Font File or convert or modify its format;
- ✗ remove "WEB" for Web uses;
- ✗ resell, rent, lend, give, distribute, make available to the public or sublicense the license or the font file;
- ✗ use the Font for commercial products or services based solely on the design and/or shape of the font's typographic characters (for instance, create a merchandising product on the general theme of the alphabet or of the letters, in which typography is the main visual element, and which would use the Font's typographic characters for this purpose).

All our licenses cover Print, Web, App and ePub uses without any limitation in space, time or distribution.

- Our licenses cover the uses of our Fonts:
- on paper [books, brochures, letterhead, newspapers, logos, etc.];
 - within websites [webfont in .eot, .woff, .woff2 formats];
 - in mobile or tablet applications [iOS, Windows Mobile and Android operating systems];
 - within digital books [Kindle Azw, PDF, ePub, Broadhand eBooks, Mobipocket formats].

- Our licenses are not limited:
- in time;
 - in space [they are valid for the whole world];
 - in the number of copies, of websites or of domain names;
 - in the number of applications or digital books;
 - in the number of visitors.

This summary is not contractual. Only the complete license detailed below has contractual value between the parties.

We contractually guarantee the proper functioning of the Font File for 30 days following its delivery. Under this guarantee, we undertake to correct any blocking anomaly or to provide the User with a new File that is functioning normally. Our fonts comply with the Open Font Format (OpenType®) standard under the format ".otf". However, we do not undertake to update or perform maintenance operations on the File or the Font outside of the scope of the above-mentioned guarantee.

No return or refund is possible. In case of liability of Bureau Brut established in accordance with the License, our liability is limited to the amount of the License price.

This license agreement (the "License") is concluded between the User (any person who downloads and/or installs the file of a Bureau Brut font or any person who accepts the License) and Bureau Brut, a simplified joint-stock company, with a share capital of 3 000 euros, registered within the Toulouse Trade and Companies Register under the number 815 351 788, whose registered office is 66 rue Louis Vitet, 31400 Toulouse, France.

1. Definitions

1.1. "Font" designates a character font created by Bureau Brut as well as each of the typographic characters composing it, in the broad sense of the term, i.e. including all glyphs, ornaments, numbers and/or signs. A Font corresponds to a single style (for instance: Regular, Italic, Bold, etc.) of a complete character font.

1.2. "File or Font File" refers to the software that integrates a Bureau Brut's Font and enables the generation of the typographic characters of the Font, it being specified that the Font software may also include the associated documentation (information, functionalities and technical documentation related to the Font File provided on the Bureau Brut's site and enabling its use).

2. Font and File protection

2.1. The Font is protected, in particular by intellectual property rights (especially copyright) belonging to Bureau Brut as well as by contract law and common liability law.

2.2. The File is protected, in particular by intellectual property rights (especially copyright specific to software) belonging to Bureau Brut as well as by contract law and common liability law.

2.3. By downloading the File, by accepting the License or by installing or using the File or the Font, the User does not become the owner of the Font or of the File nor of the rights to the Font or the File. There is no act of "purchase" or "sale" of the File or the Font. The user acquires only an authorization to use the Font or the File under the terms and conditions and within the limits provided for in the License. Bureau Brut remains the sole owner of the rights to the File and the Font.

3. Purpose of the License

The purpose of the License is to grant the User a non-exclusive right to use the File and the Font under the terms and conditions and within the limits set forth below, in consideration of the price paid by the User pursuant to Article 7 below.

4. Scope of the License

4.1. Bureau Brut grants to the User, subject to the full respect of the License and especially subject to the payment of the price provided for in Article 7, a non-exclusive authorization to use the File and the Font according to the following terms and conditions.

4.2. Number of times the File can be installed on the User's computers: the File can be installed on a limited number of computer stations, which varies according to the size of the User. The size of the User depends on the number of workstations at the User's workplace:

- **Unique License:** it applies to a self-employed individual (nominative license) working alone or to an individual working in the same workplace as other self-employed individuals (being specified that, in the latter case, the license covers only the use of the File by the individual who has subscribed to the License and not by other independent individuals working in the same premises as the subscriber). This option allows the installation of the File only on a fixed computer and a laptop belonging to the holder of the License.
- **Small License:** it applies to small companies or organizations or networks of several self-employed individuals working on the same project with between 2 (two) and

5 (five) computers in the same workplace. This option authorizes the installation of the File on up to 5 (five) computers in the same workplace.

— **Medium License:** it applies to companies or organizations or networks of several self-employed individuals working on the same project with between 6 (six) and 10 (ten) computers in the same workplace. This option authorizes the installation of the File on up to 10 (ten) computers in the same workplace.

— **Large License:** it applies to companies or organizations with between 11 (eleven) and 50 (fifty) computers in the same workplace. This option authorizes the installation of the File on up to 50 (fifty) computers in the same workplace.

For more than 50 computers: please contact Bureau Brut which will offer a license adapted to the User's request.

The expression "computers in the same workplace" means that self-employed persons who come to work on the premises of the company or organization that has subscribed to the License on the company or organization's computer stations are included in the company or organization's License. On the other hand, a self-employed person who works on his or her own computer must have a License in his or her name, including when he or she works in the offices of the company or organization subscribing to the License to work with his or her own computer workstation.

If there are several premises where the File is to be used, the User must take as many Licenses as there are premises according to the package corresponding to the number of computers in each premises.

4.3. The License is non-transferable and without the right to sub-license the Font or the File to third parties.

However, the User is authorized to:

- provide the File to a printer so that the latter can carry out printing work to print, on behalf of the User, documents incorporating the Font on media and in accordance with the terms and conditions authorized by License;
 - provide the File to a developer of websites or mobile/tablet applications so that such developer may integrate, on behalf of the User, the Font into websites or mobile/tablet applications in the formats and in accordance with the terms and conditions authorized by the License.
- In both cases, this use is only allowed:
- if it is limited in time to what is strictly necessary to carry out the aforementioned operations;
 - if the User provides his or her service providers with a copy of this License and informs them especially of this Article 4.3;
 - if the User ensures that the said service providers permanently delete the File after use on behalf of the User and never use the File or the Font without the prior and express authorization from Bureau Brut.

4.4. The User may provide his or her own client with any media, formats or services that do not require the installation of the File by his or her client (for instance: delivery of a logo in the fixed image format of the type ".jpg"). In this case, the client does not need to subscribe to a license in its own name and the User's License covers the uses of the Font by his or her own client that does not require to install and/or use the File. On the other hand, the initial User's License does not cover uses of the Font by his or her own client that require the installation and/or use of the File. The User must therefore inform his or her client of the need to enter into a License with Bureau Brut for such uses. The User's client may then subscribe to and pay for its own License on the bureaubrut.com website. The User may also subscribe to a License in the name and on behalf of his or her client provided that the User:

- mentions his or her client's name and contact information to Bureau Brut, which will appear on the invoice of Bureau Brut under

the heading "license addressed to";

- transmits to his or her client the Bureau Brut's License subscribed to in its name and on its behalf as well as the File and the invoice which will be made available and downloadable from the User's personal space on the bureaubrut.com website. It is forbidden for the User to charge a price or a commission or any other sum with respect to the License subscribed to by his or her client with Bureau Brut.

4.5. The License authorizes the following uses of the Font:

- Print: use of the File and the Font for the creation of printed documents, books, newspapers, magazines using the Font and more generally in the context of any literary and press publishing activity, for the purpose of creating packaging, visual identities and/or logos, manufactured and/or derived products bearing the visual identity and/or the logo thus created and integrating the Font as well as the corresponding digital documents intended for printing.

— Web: use of the File and the Font as a web font in .eot, .woff, .woff2 formats for a use on Internet and exclusively integrated into one or more websites whose domain name(s) is/are specified at the time of the order or during use on the bureaubrut.com website, enabling the display of the typographic characters of the Font on screen only regardless of the terminal used (computer, telephone, tablet, etc.). For this type of use, the File may be downloaded onto a server accessible only by the User (and his or her client if the latter has subscribed to a License) or a web developer under the conditions set forth in Article 4.3.

— App: use of the File and the Font in mobile or tablet applications for the purpose of displaying the typographic characters of the Font on screen when running the applications on mobile terminals used through the use of the iOS, Windows Mobile and Android operating systems, it being specified that Bureau Brut reserves the right to amend the list of operating systems for mobile terminals subject to informing the User at least thirty calendar days prior to such change.

— ePub: use of the File and of the Font to create digital books integrating the Font in Kindle Azw, PDF, ePub, Broadhand eBooks, Mobi-pocket formats to enable the display of the Font's typographic characters on screen. For all these authorized uses, the License is not limited:

Concernant l'ensemble de ces usages autorisés, la Licence n'est pas limitée :

- in time (it is valid for the entire duration of the protection of intellectual property rights subject to the provisions of Article 11);
- in space (it is valid for the whole world);
- in the number of copies or sites (or domain names) or applications or digital books (it applies to an unlimited number);
- in the number of visitors or downloads (it is valid for an unlimited number of visitors or downloads).

5. Prohibitions and limitations of the License

5.1. The License does not authorize the User to:

- open the File in a character creation software and re-export or save it;
- modify, distort, customize the File or the Font using a character design software without prior and express authorization from Bureau Brut. In particular, except with the prior and express authorization of Bureau Brut, the User is not authorized to modify the Font or the typographic characters composing it by creating, for instance, additional weights, by modifying or deleting existing glyphs, metrics, spacing and kerning, nor to allow any third party to do so. In case of authorization by Bureau Brut, any modification, distortion or customization of the File or the Font by the User shall be the exclusive property of Bureau Brut;
- add glyphs or typographic characters;
- develop the Font and/or the File in another language;
- rename the File;
- delete the mention "WEB" for Web uses as

defined in Article 4;

- convert the format of the File (the appropriate formats provided by Bureau Brut being specified in Article 6);
- resell, rent, lend, give, distribute, make available to the public or sublicense this License or the File or allow any third party to do so;
- use the Font or the File for commercial use of the File and/or the Font itself and focused solely on the design and shape of the typographic characters of the Font: for example, to create a merchandising product based on the theme of the alphabet or of the letters using the typographic characters of the Font or a logo or a slogan where the typographic characters are the main visual element;
- except as expressly authorized by this License, copy or allow any third party to copy the File and/or the Font;
- to proceed to the reverse engineering, to the decompilation, disassemble, temper with or attempt to access the source code of the File, nor to allow any third party to do so; in the case where Bureau Brut gives the User the authorization to proceed to one of the acts mentioned in this paragraph, any modification will become and remain the exclusive property of Bureau Brut and the User will not be able to market, lend or transmit these modifications or additions to the File to any third party, nor to allow any third party to do so.

5.2. Any right or any use not expressly authorized by the License is reserved by Bureau Brut and is therefore not permitted to the User without specific, express and written authorization from Bureau Brut.

5.3. Under no circumstances may the User consider that he or she is the owner of the File or of the digital files that Bureau Brut makes available to the User. The physical control of the File or of the files is only granted to the User to enable the User to enjoy the rights granted subject to the authorization granted and are only the accessory of this License.

6. Specific Commitments of the User and guarantees of the User

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

6.2. The User guarantees that the members of his or her legal entity (employees, agents, executives, etc.) as well as any service provider who may use the File or the Font on the User's behalf, and the clients of the User who may use the File or the Font, are informed of the terms and conditions of the License. The User warrants that such persons agree to be bound by these terms and conditions before using the File or the Font.

In the event of use of the File or the Font not authorized by this License, by the User and/or by the persons mentioned in the previous paragraph, the User acknowledges that he or she is fully liable towards Bureau Brut and undertakes to compensate it in this respect.

The User guarantees Bureau Brut against any communication to the public and/or reproduction, in particular in the form of a copy of the File outside the scope of the License and acknowledges that he or she shall be solely liable in the event of a communication to the public, a reproduction and/or an extraction of the File, in particular by end users who are not authorized to access and use the File in any form other than in executable form.

6.3. The User undertakes to use the following formats:

- for Print, App and ePub uses as defined in Article 4: the ".otf" format;
- for Web uses as defined in Article 4: the ".eot", ".woff" and ".woff2" formats; Bureau Brut reserves the right to amend, modify or add formats at any time, in anticipation of future technical developments.

- 6.4.** For Web uses as defined in Article 4, the User must:
- use only technology @ font-face;
 - disable hotlinking and direct links to the Font or the File with a file “.htaccess” or “httpd.conf”.
- 7. Price**
- 7.1.** In consideration of the authorization granted by this License, the User shall pay to Bureau Brut the amount, in Euros all taxes included (indicated at the time of the order, either electronically on Bureau Brut’s website and/or by email, or on the paper order form) corresponding to the license(s) selected by the User.
- 7.2.** It is specified that the amount of the price paid by the User under the License granted by Bureau Brut may vary according to the scope of the authorization (see in particular Article 4.2), more precisely according to the selected license(s), which the User acknowledges. The User undertakes to provide accurate and sincere information when ordering. If the User has not provided accurate information or does not update this information and that this information has consequences on the price that should have been paid by the User to Bureau Brut, Bureau Brut reserves the right to terminate the License under the terms and conditions provided for in Article 11, without prejudice to any damages and/or to request the price complement corresponding to the difference between the price paid by the User and the price that he or she should have paid if he or she had provided accurate information, increased by 50 %.
- 7.3.** The payment of the amount due by the User is made:
- for any order placed directly with Bureau Brut, upon receipt of the invoice sent by Bureau Brut to the User. VAT will be applied in addition to the rates and conditions in force;
 - for any order placed online on bureaubrut.com, immediately after the confirmation of the order placed on bureaubrut.com, VAT will be applied in addition to the rates and conditions in force.
- 7.4.** It is specified that, in all cases, the File and the Font are only made available to the User on the condition that the full price has been paid to Bureau Brut, unless specific contractual conditions have been accepted by Bureau Brut in writing.
- 8. Bureau Brut’s commitments**
- 8.1.** 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 4 hereof to the User. Bureau Brut shall hold the User harmless against any recourse or action that may be brought by any natural person or legal entity that believes it has any rights whatsoever to assert on all or part of the File or the Font, provided:
- the User has notified Bureau Brut, within a reasonable time, of the action or claim or statement that preceded the dispute;
 - Bureau Brut has been able to freely and at its own expense defend its own interests and those of the User, and in particular that it has given its consent to the choice of the lawyer(s) in charge of the defense, and that, in the context of the procedure, the User has loyally collaborated in the said defense by providing, in due time, all the elements, information and assistance reasonably necessary to carry out such defense.
- 8.2.** Bureau Brut contractually guarantees the proper functioning of the File during the 30 (thirty) days following its delivery (unless the User fails to comply with the License). No guarantee is provided to the User beyond this 30 (thirty) day period, to the fullest extent permitted by any applicable law and regulations.
- 8.3.** To make a warranty claim pursuant to Article 8.2, the User must contact Bureau Brut at the following e-mail address: bonjour@bureaubrut.com with sufficient information to allow especially confirmation of the effective date of the License. As part of the aforementioned warranty, Bureau Brut undertakes to correct any blocking anomaly or to provide a new File to the User that is functioning normally.
- 8.4.** The File and the Font comply with the Open Font Format (OpenType®) standard in the format “.otf”. If the Font or the File presents anomalies or malfunctions with respect 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 User in that it does not or incorrectly supports this standard or this format. The User shall be required to provide proof that the Font or the File does not comply with the Open Font Format (OpenType®) standard in order to rebut this presumption.
- 8.5.** No return or refund is possible, including during the 30 days period provided for in Article 8.2, unless Bureau Brut is unable to correct any blocking anomaly in the File or to provide a new File that is functioning normally.
- 8.6.** With respect to App uses as defined in Article 4, the creation of new versions of mobile applications by the User involving the creation of new formats of the File or the Font to work with said new versions, does not imply any obligation for Bureau Brut to update the File or the Font, whether free of charge or for a fee.
- 8.7.** Taking into account the high technicality of the File and the current state of computer technology, the User acknowledges and accepts that Bureau Brut is subject to a best-efforts obligation.
- 8.8.** Bureau Brut does not undertake to update or to carry out maintenance operations on the File or the Font during the entire duration of the License, whether free of charge or for a fee, other than the guarantee provided for in article 8.2 above.
- 8.9.** Bureau Brut may only be held liable for its own actions and/or those of its collaborators in the case of acts performed by it or by its collaborators in the context of the execution of the License and only in the case where a causal link is established between the alleged damage and a gross or intentional fault of Bureau Brut and/or its collaborators. This limitation of liability applies to the fullest extent permitted by any applicable law and regulations.
- 8.10.** The User agrees that compensation for any prejudice suffered by the User resulting from the use of the File and/or the Font and/or in connection with the execution of the License shall be limited to the amount of the price paid by the User to Bureau Brut under Article 7 hereof. This limitation of liability shall apply to the fullest extent permitted by any applicable law and regulations.
- 8.11.** Bureau Brut excludes any liability whatsoever, to the fullest extent permitted by the law and any applicable regulations, for indirect damages such as loss of profit, commercial or financial loss, increase in overheads, consequences of third party claims or loss originating from or resulting from the License, even if Bureau Brut has been notified in advance, as well as for damages caused to persons or property distinct from the subject of the License.
- 8.12.** The User alone shall bear the consequences of any malfunctioning 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 User.
- 9. Credits**
- 9.1.** Any copy of the File that the User is expressly authorized to make must include the same credits, relating to intellectual property rights (in particular copyright or trademark rights) appearing on or in the File.
- 9.2.** The User is required, to a reasonable extent and according to the sector’s usages, to mention the name of Bureau Brut and, more generally, to make appear all mentions necessary for the identification of Bureau Brut as the holder of all rights attached to the File. The User undertakes not to remove the mentions appearing in the File.
- 9.3.** Likewise, for any use of the File or the Font or all or part of the typographic characters composing it, in the context of his or her commercial activity, in particular for his or her promotional activity, the User must make appear the mentions relating to intellectual property rights (in particular copyright or trademark rights), for example in a dedicated section “credits” or “colophon”.
- 10. Control of the respect of the License**
- 10.1.** Bureau Brut reserves the right to proceed or to have proceeded by any auditor of its choice, to an audit of the User in order to verify the User’s compliance with the License. Bureau Brut shall notify the User in writing at least five (5) working days in advance. This audit shall cover compliance with the rights and obligations of the User under this License, in particular with respect to the use of the File and the Font and the price paid to Bureau Brut. The User undertakes to collaborate in good faith with the auditor and to facilitate the audit by providing the auditor with all necessary information, by allowing him access to his or her premises, and by responding to the auditor’s requests. The parties already agree that these full and complete collaboration and communication are a determining condition for Bureau Brut to enter into this License, so that it shall take place upon first request and without any refusal. Failure to provide all the necessary information within five (5) working days from the beginning of the audit may authorize Bureau Brut to suspend the execution of this License or to request the termination of this License under the conditions set forth in Article 11.
- 10.2.** It is specified that in case of appointment of an external auditor, this auditor must be subject to an obligation of confidentiality relating to its mission.
- 10.3.** Should the audit reveal a breach by the User of his or her contractual obligations, the User shall reimburse Bureau Brut for the costs of the audit and shall remedy at his or her own expense, within the reasonable time limit set by Bureau Brut, the breach noted by the auditor, and this, without prejudice to the decision that Bureau Brut may take on whether or not to continue the License under the conditions provided for in Article 11, and without prejudice to any damages that Bureau Brut may request.
- 10.4.** The right of audit provided for in this Article may be exercised by Bureau Brut during the entire duration of the License and six months after its end.
- 11. Penalties for breach of contract and end of the License**
- 11.1.** In the event of a serious breach by one of the parties of any of its obligations under this License in Articles 2, 4, 5, 6, 7, 8, 9 and 12, the other party may:
- refuse to perform or suspend the execution of its own obligation;
 - force the execution of the obligation;
 - cause the termination or resolution of the License;
 - claim compensation for the consequences of the breach of contract.
- Sanctions that are not incompatible may be cumulative and damages may always be added.
- 11.2.** Concerning the option of termination, the parties agree to the following termination clause : in the event of serious breach by one of the parties of the obligations mentioned in Article 11.1, the License shall be automatically and ipso jure terminated (at the discretion of the notifying party) to the wrongs and grievances of the defaulting party fifteen days after the other party has served it by registered letter with acknowledgement of receipt a formal notice, which has remained without effect, to perform its obligations, without prejudice to any damages and interest, without any other formality, in particular judicial. When the damage caused by the non-performance and/or the behaviour of the party having seriously failed to perform an obligation is irremediable and/or not repairable in kind, the other party may automatically and ipso jure terminate the contract without prior formal notice. The termination shall take effect two working days following receipt of the notice of termination by the notifying party by registered letter with acknowledgement of receipt, without any other formality, in particular judicial.
- 11.3.** It is specified that a serious breach within the meaning of the present article refers especially to:
- for the User: the non-payment of even part of the price provided for in the License by the User to Bureau Brut or the violation of the scope of the License or the failure to inform third parties of the terms and conditions of the License when the License provides that the User has the obligation to inform them;
 - for Bureau Brut: the provision of a File containing blocking anomalies that are not remedied within the 30 days period provided for in Article 8.
- 11.4.** In the event of termination of the License for serious breach by the User under the conditions set forth in the preceding paragraphs, the User is required to immediately remove all documents, media, applications, website, etc. already made available to the public or distributed containing the Font and/or the File. The User may not dispose of any stocks of such documents, media, applications, websites, etc. that may exist. No republishing or use of the File or the Font is authorized after the date of termination of the License.
- 11.5.** In any event, in case of termination of the License for any reason whatsoever, the User must immediately cease using the File or the Font. In all cases, the User undertakes to delete the File and, if he or she has made one, the backup copy of the File, from the server, the computer or more generally any storage space on which the File and/or the backup copy of the File are kept. The User is informed that keeping the File and/or the backup copy of the File after the end of the License constitutes a breach for which the User may be prosecuted.
- The 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 date of end of the License.
- 12. Transfer**
- 12.1.** The License is personal, and the User may not assign it or transfer it to a third party, without prejudice to the cases expressly provided for in this License where the use of the File by a third party is authorized, subject to compliance with the conditions provided for in this License.
- It is reminded for all intents and purposes that, if the User is a service provider and concludes a License to perform services for a client, this License does not cover the use of the File or the Font by any of the User’s clients. Where applicable and if desired, the User’s client must acquire a License from Bureau Brut.
- 12.2.** Should the File, the Font and/or the License be validly transferred by the User to a third party in application of the law, in any case, the said transfer shall only be valid and enforceable against Bureau Brut on condition that the User informs Bureau Brut of the identity and full contact details of the transferee and that the User provides proof to Bureau Brut of the destruction of all copies of the File at the initial User’s premises.
- 12.3.** Bureau Brut may transfer at any time the obligations resulting from this License to the individual or legal entity of its choice.
- 13. Agreement on means of proof**
- The data from Bureau Brut’s IT tools have evidentiary value between the parties. The

User accepts in particular that Bureau Brut collects the IP addresses and the login data of the stations connecting to its website and/or to the User's dedicated personal space on the bureaubrut.com website, in particular for the purposes of access control, of the respect of Bureau Brut's rights and as proof of any violation of the License or of Bureau Brut's rights.

14. Personal data protection

14.1. Bureau Brut may process personal data of executives, employees, agents, subcontractors, clients and/or prospects, users of the User for the purposes of the execution of this License.

14.2. Bureau Brut is notably processing the surnames, first names and postal and electronic contact details of Users as well as login data enabling the traceability of the User and of the computer stations that connect to its website and/or to the personal space of the bureaubrut.com website (date, time, IP address, parameters of the visitor's computer, page(s) consulted, browser used, e-mail address, logs, etc.).

14.3. Concerning the User's e-mail address, his or her password, login data collected through Internet browsers and Bureau Brut's IT tools, their collection is mandatory insofar as they are necessary to trace the User and the computer stations that connect to Bureau Brut's website and/or the personal space on the website bureaubrut.com.

14.4. The consequences of refusing the collection where it is mandatory vary depending on the situation. These will mainly be the impossibility to access the File of the Font, the invoices and the License.

14.5. The data collected by Bureau Brut are processed for the following purposes:

- access, provision and use of the User's personal space on the bureaubrut.com website;
- billing and accounting;
- carrying out commercial prospecting operations;
- monitoring customer relations and improving the personal space of Users on the bureaubrut.com website (in order to improve, for example, the quality of the site's display or to allow the User to remain connected to his or her session);
- statistics;
- management of the License and control of its respect;
- User information on new Fonts offered by Bureau Brut, new Files, new formats, new products or services of Bureau Brut;
- sending alerts to inform the User of updates to the bureaubrut.com website;
- satisfaction surveys on Bureau Brut;
- audit and control of the use of the Fonts and the Files;
- identification of any person who would cause damage to Bureau Brut;
- management of complaints and disputes, management of the exercise of the rights of the data subject (right of access, right to object, right of erasure, right to rectification, etc.).

14.6. Bureau Brut takes all reasonable precautions in order to guarantee the confidentiality, the integrity and the security of the data that the User communicates to it in the context of the conclusion and/or the execution of the License and/or that Bureau Brut collects via its own tools or tracers, in particular on the User's personal space. Although Bureau Brut undertakes to implement physical, administrative and technical measures to prevent the collected data from being distorted, damaged, or to prevent unauthorized third parties from having access to it, their total integrity cannot be guaranteed. It is the User's responsibility to take all appropriate measures to minimize the damaging consequences related to a possible loss of data available on the personal space or any security breach. In particular, the User must ensure that the codes allowing access to the personal space dedicated to the User are kept confidential.

14.7. When registering, the User is led to choose personal and confidential access

codes, used to identify the User. The User must ensure that they remain confidential. He or she undertakes not to communicate these data. The User undertakes to ensure that the confidentiality of the access codes is respected by the User. The loan, sharing, transfer or sale of access codes are prohibited and will not be enforceable against Bureau Brut.

14.8. The User is responsible for the use of his or her account. Any connection or transmission of data and/or the File made via his or her account will be deemed to have been made under his or her exclusive responsibility, unless proven otherwise. The User also undertakes to inform Bureau Brut without delay of any loss, theft or unauthorized use of his or her personal space and/or access codes so that Bureau Brut can take any appropriate measure to remedy the situation.

14.9. When the User subscribes to a License on behalf of his or her own client according to the terms and conditions set forth in Article 4.4, he or she undertakes (and guarantees Bureau Brut in this respect) to communicate to his or her client, prior to the transmission of data concerning the client to Bureau Brut, all the information on data processing required by regulation and in particular the information set out in this Article 14, and the information below:

14.10. The data controller is Bureau Brut, a simplified joint-stock company with a share capital of 3,000 euros, registered within the Toulouse Trade and Companies Registry under the number 815 351 788, whose registered office is 66 rue Louis Vitet, 31400 Toulouse, France.

14.11. Bureau Brut undertakes never to disclose the personal data that it processes, except with the express permission of the User or in very special circumstances, such as those contemplated hereunder:

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

14.12. The User has rights relating to the implemented data processing. These include the right of access to data concerning the User, the right to request the rectification of such data or the restriction of the processing (subject to certain conditions), the right to object to the data processing (it being specified that the exercise of this right may result in the impossibility of using the File and/or the Font), the right to object to direct marketing and the right to define instructions for the storage, erasure and communication of his or her personal data after his or her death. Subject to complying with the conditions set by the law, the User may exercise these rights by writing to Bureau Brut at the following e-mail address: bonjour@bureaubrut.com or at the postal address of Bureau Brut indicated above.

14.13. Personal data are never hosted or transmitted outside the European Economic Area without the User's prior information.

14.14. The personal data are kept for three years after the end of the License.

15. Statute of limitation

15.1. The parties agree to contractually adjust the statute of limitation for any action that may be brought by either party on any basis whatsoever with respect to the validity of this License and/or the validity and/or enforceability and/or unwritten nature of each of its clauses.

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

16. Miscellaneous

16.1. The fact that either party has not required, temporarily or permanently, the application of any provision of this License shall not be considered as a waiver of the rights held by that party.

16.2. If any of the provisions of this License or any part thereof is invalid under any applicable regulation or law or as a result of a court decision that has become final, it will be deemed to be unwritten and replaced by one or more valid clauses that are consistent with the intention of the parties. However, it shall not invalidate the License, nor the clause only partially concerned. The other clauses shall remain in force as long as the economy of the License is not modified.

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

17. Applicable law and jurisdiction

17.1. The License is established, submitted and interpreted in accordance with French law. The User expressly agrees that the United Nations Convention on Contracts for the International Sale of Goods is hereby excluded.

17.2. Before any referral to a court, each party undertakes to inform the other party of any difficulty, by registered letter with acknowledgement of receipt, and to try to find an amicable solution. If the attempt to find an amicable solution fails, ANY DISPUTE RELATING TO THE VALIDITY, INTERPRETATION OR PERFORMANCE OF THE LICENSE SHALL BE SUBJECT TO THE EXCLUSIVE JURISDICTION OF THE COMPETENT COURTS OF PARIS, SUBJECT TO THE MANDATORY PROVISIONS OF APPLICABLE LAWS AND REGULATIONS.

18. Languages

18.1. The Full License is available in French and English language.

18.2. In case of contradiction between the two versions, the French language version will prevail over the English language translation.