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## End User License Agreement

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**LICENSEE****Applic8 SA**

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This Font Software License Agreement (the "Agreement") becomes a binding contract between you and Type Network LLC ("Type Network").

When you click on the area marked "OK," "I Accept," "ACCEPT LICENSE AGREEMENT," "I AGREE" or similar language. Other rights and limitations may apply depending upon your selections at the time you purchase a license. If you do not wish to be bound by the agreement, you cannot access, download or use the font software.

Please read this entire Agreement before you agree to be bound by its terms and conditions.

You hereby Agree to the Following:

1. The Terms and Conditions are incorporated and made part of this Agreement (together the "Agreement") and you agree to be bound by this Agreement and you further acknowledge that all Use of and access to the software provided by Type Network for download and/or implementation (Font Software) is governed by this Agreement.

2. Your license is limited to the uses identified in Addendum A. All rights not expressly granted herein are reserved to their respective owners.

3. Ownership

You agree that the owner of the Font Software, owns all right, title and interest in and to the Font Software, together with its structure, organization, code, and related files and that any Use of or access to the Software not expressly permitted and/or licensed by the Agreement constitutes a theft of valuable property, causing monetary harm to the owner. All rights not expressly granted in the Agreement are expressly reserved to Type Network.

4. Copyright and Trademark

The Font Software is protected by copyright and other intellectual property laws of the United States, the country of the owner of the Font Software and other international treaties. You agree to treat the Font Software as you would any other copyrighted material. You may not copy the Font Software, except as expressly otherwise provided herein. You agree not to copy the design embodied within the Font Software. Any copies that you are expressly permitted to make pursuant to the Agreement must contain the same copyright, trademark, and other proprietary notices that appear on or in the Font Software.

5. No Derived Versions

A. You agree not to adapt, modify, alter, translate, convert, or otherwise change the Font Software, or to create Derivative Works from the Font Software or any portion thereof or use with software and/or hardware that creates Derivative Works of the Font Software.

B. You may not alter the Font Software for the purpose of adding or amending any functionality.

C. You agree not to reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code of the Font Software.

D. However, if you are located in a European Community member country or any other country which provides rights materially similar to the rights set forth in this term, you may reverse engineer or decompile the Font Software only to

the extent that sufficient information is not available for the purpose of creating an interoperable software program (but only for such purpose and only to the extent that sufficient information is not provided by Type Network upon written request).

E. You agree to use trademarks associated with the Font Software only if expressly permitted by Type Network and only in accordance with accepted trademark practice, including identification of the trademark owner's name. Trademarks can only be used to identify output produced by the Font Software. The use of any trademark as herein authorized does not give you any rights of ownership in that trademark or trade name and all use of any trademark shall inure to the sole benefit of the trademark owner. You may not change any trademark or trade name designation for the Font Software.

#### 6. Non-Transferable

You may not rent, lease, sublicense, give, lend, or further distribute the Font Software, or any copy thereof, except as may be otherwise expressly provided for herein. Your rights under this Agreement may not be transferred to a third party and you agree not to grant any third party access to your Font Services user account and keep all login information to said account strictly confidential.

#### 7. No Assignment

You may not assign this license to any third party.

#### 8. Revocation of Warranties

A. The Font Software is provided "as is" and without any representation or warranties of any kind, to the extent permitted by law. Type Network and/or the owner of the Font Software do not warrant the performance or results you may obtain by using the Font Software. Type Network and/or the owner of the Font Software make no representations or warranties as to non-infringement of third party rights, merchantability, or fitness for any particular purpose.

B. The Font Software was not created for use in navigation devices or with industrial process controls or in circumstances where failure of the Font Software could result in accident, physical injury, death or environmental damages. In no event will type network be liable to you or anyone else (i) for any consequential, incidental or special damages, including without limitation any lost profits, lost data, lost business opportunities, or lost savings, even if Type Network has been advised of the possibility of such damages, or (ii) for any claim against you by any third party seeking such damages even if Type Network has been advised of the possibility of such damages. You may have other rights that vary from state to state or jurisdiction to jurisdiction.

The Font Software is non-returnable and non-refundable.

#### 10. Governing Law

The Agreement will be governed by the laws of the location selected by the owner of the Font Software applicable to contracts wholly entered and performable therein. All disputes related to the Agreement shall be heard by the courts selected by the owner of the Font Software. Both you and the Owner agree to the personal jurisdiction and venue of these courts in any action related to the Agreement. The Agreement will not be governed by the United Nations Convention of Contracts for the International Sale of Goods, the application of which is expressly excluded. If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms.

#### 11. Termination

The Agreement shall automatically terminate upon your failure to comply with its terms. The termination of the Agreement shall not preclude Type Network from suing you for damages of any breach of the Agreement. You expressly agree that the damages from any breach of this Agreement cannot be calculated and that irreparable harm will result by reason of any alleged breach and you expressly consent to the owner of the Font Software seeking injunctive relief, without the obligation of bond or security and that all of the owner's remedies shall be cumulative. The Agreement may only be modified via written instrument signed by the owner of the Font Software. You agree that the Font Software will not be shipped, transferred or exported or used in any manner prohibited by law or export laws,

restrictions or regulations. In the event that you fail to renew or otherwise maintain an account relating to the Font Software in good standing, Type Network reserves the right to terminate this license and/or your access to the services and/or servers and you hereby waive all losses and/or damages that might arise and you hereby release Type Network, the owner of the Font Software and their respective officers, directors, employees, agents, partners and contractors from any and all liabilities. This Agreement is freely assignable by Type Network.

#### 12. Complete Agreement

The Agreement entered into hereunder shall constitute the complete statement of the agreement of the parties with regard to the Font Software. All rights in and to the Font Software, including unpublished and unregistered rights, are reserved under the copyright and other intellectual property laws of the United States or the country of the owner of the Font Software. All rights are expressly reserved. Notwithstanding the foregoing, to the extent that any law, statute, treaty, or governmental regulation shall be deemed by a court of competent jurisdiction to provide you with any additional or different rights from those provided herein and such rights shall be deemed non-waivable as a matter of law and to supersede the rights specifically provided herein, then such law, statute, treaty, or governmental regulation shall be deemed to be made a part of the Agreement. To the extent that any such rights created by any law, statute, treaty or governmental regulation are waivable, you agree that your acceptance of the Agreement shall constitute an effective and irrevocable waiver of such rights. The Agreement may be enforced by Type Network or by an authorized party acting on behalf of Type Network.

"Type Network" is the registered trademark of Type Network LLC. All other trademarks and trade names are the property of their respective owners.

Mailing Address:

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All inquiries may be sent via e-mail to: [info@typenetwork.com](mailto:info@typenetwork.com)

Type Network LLC's website is located at <http://www.typenetwork.com>

#### ADDENDUM A

##### Desktop

You may distribute the licensed Font Software to the authorized number of users as specified at the time you purchased this license and they may install the Font Software on their computer workstations to create static content for use on any and all consumer products and any and all print mediums.

All users must belong to the same company or household purchasing the font. You are not permitted to embed the Font Software into software or hardware products in which the fonts will be used by the purchasers of such products or to distribute the Font Software to any 3rd parties or to convert the Font Software into other formats.

## Addendum A

## Licenses

## NAVIGO

Regular	Desktop	Pay once, 1 User	Perpetual
Black	Desktop	Pay once, 1 User	Perpetual
Medium Italic	Desktop	Pay once, 1 User	Perpetual
Light	Desktop	Pay once, 1 User	Perpetual
Thin Italic	Desktop	Pay once, 1 User	Perpetual
Light Italic	Desktop	Pay once, 1 User	Perpetual
Extra Light Italic	Desktop	Pay once, 1 User	Perpetual
Extra Light	Desktop	Pay once, 1 User	Perpetual
Black Italic	Desktop	Pay once, 1 User	Perpetual
Bold	Desktop	Pay once, 1 User	Perpetual
Thin	Desktop	Pay once, 1 User	Perpetual
Bold Italic	Desktop	Pay once, 1 User	Perpetual
Medium	Desktop	Pay once, 1 User	Perpetual
Italic	Desktop	Pay once, 1 User	Perpetual