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'Social Media' means any website or application that enables users to create and/or share different types of content and/or to participate in social networking such as, without limitation, Facebook, Instagram, Twitter. Are not included within Social Media all type of videos and non-static content.

'Source Code' means the underlying instructions for a computer written in programming languages, including all embedded comments, as well as procedural code such as job control language statements, in a form readable by human beings when displayed on a monitor or printed on paper and that must be translated (using off-the-shelf commercially available software compilers, linkers and assemblers or other items delivered to or reasonably available, including documentation) into a form that is directly executable by a computer by a process generally known as compiling or assembly, along with any related Documentation, including annotations, flow charts, schematics, statements of principles of operations, software summaries, software design, program logic, program listings, functional specifications, logical models and architecture standards, describing the data flows, data structures, and control logic of the software.

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    - For Desktop Licenses: the Fees are based on the number of Employees of the Licensee's Group – the number of Employees being assessed on the date of purchase of each relevant License within the terms provided under section 2.1 of the EULA;
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    - For Social Media Licenses: the Fees are based on the total number of Followers of the Licensee on all Social Media – the number of Followers being assessed on the date of purchase of each relevant License within the terms provided under section 2.1 of the EULA;
    - For Website Licenses: a License is required for each Website and the Fees for each Website is based on the number of Employees of the Licensee's Group – the number of Employees being assessed on the date of purchase of each relevant Website License within the terms provided under section 2.1 of the EULA.
  - 7.2. For every License purchased, the relevant Fees are due. Once the purchase of a License is placed and confirmed within the terms and conditions of section 2, Licensee shall proceed with the payment of the relevant Fees.
  - 7.3. The payment of Fees shall be made online via Stripe.
  - 7.4. All Fees payable under the EULA are exclusive of all sales, use, value-added (TVA), withholding, and other taxes, except as otherwise indicated. Licensee shall pay all taxes assessed on or in connection with the License by any authority, except for taxes payable on Licensor's net income.
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9.2. Notwithstanding any other provision herein, Licensor does not exclude nor limit its liability caused by its negligence, fraudulent misrepresentation or deceit.

9.3. Licensee shall be sole responsible of its use and/or misuse of any Font Software and associated Typeface and Licensor shall endorse no liability regarding such use and/or misuse.

9.4. The total aggregate liability of Licensor in respect of all damages arising under or in connection with the EULA shall not exceed the sum equal to the Fees paid by Licensee during last the 12 months preceding the last damage date of occurrence.

9.5. Licensor shall not be liable for, or in respect of any consequential or indirect damages such as loss of profits, damage to goodwill or reputation, loss of opportunity, loss of business, adverse impact on the Licensee's image, arising under or in connection with the EULA.

9.6. No action arising out of the EULA may be commenced by either Party more than two (2) years after the cause of action has accrued, pursuant to the French Civil Code.

9.7. Licensee acknowledges that Licensor has set its Fees in reliance upon the limitations of liability and the disclaimers of warranties set forth herein, and that the same form an essential basis of the bargain between the Parties.

## 10. Force Majeure

10.1. No Party shall be liable for any loss or damage suffered or incurred by the other Party arising out of or in connection with the first Party's delay in performing or non-performance of its obligations hereunder to the extent that and for so long as such delay or failure results from an event of Force Majeure.

10.2. For the purposes of the EULA, the Covid-19 pandemic and any governmental or state measures taken to fight and prevent its spread shall not be construed as Force Majeure.

## 11. Audit

For the duration of the EULA and for a period of 2 years following its termination, Licensor may, no more often than twice during any calendar year, audit (or have a reputable independent auditor) Licensee's relevant books and records to ensure that Licensee's use of the Font Software and associated Typeface is compliant with its actual purchase of Licenses. Such audit shall be conducted on reasonable notice, either remotely or at Licensee's business premises during regular business hours. If such audit reveals that Licensee has used Font Software and associated Typeface in breach of the EULA, then Licensor may charge Fees that reflect Licensee's actual use of the Font Software and associated Typeface, and Licensee shall pay said Fees without delay. In such case, Licensee shall reimburse Licensor for all expenses relating to such audit. However, if such audit reveals that Licensee has used the Font Software and associated Typeface in accordance with the EULA, Licensor shall bear all expenses relating to said audit. Nothing herein will be deemed to grant an implied License to use the Font Software and associated Typeface outside the scope of the express permissions contained herein.

## 12. Termination of a License

12.1. Without prejudice to any other rights available to it in such circumstances, Licensor may terminate a License without going to Court if Licensee commits a breach of the EULA and such breach is not capable of remedy or remains uncured during 14 days from receipt of a written notice specifying the breach, and requiring it to be remedied.

12.2. Upon termination of a License pursuant to section 12.1, Licensee shall immediately discontinue its use (and make no further use of) any and all Font Software and associated Typeface, and the relevant License(s) granted shall immediately terminate. Within five (5) business days after the effective date of such termination, Licensee shall deinstall and destroy all copies of any and all Font Software and associated Typeface. All Fees paid by Licensee shall remain within the hands Licensor and no refund shall be made.

## 13. Governing law and jurisdictions

13.1. The EULA shall be governed by and construed in accordance with the laws of France.

13.2. Any and all disputes arising out of or relating to the EULA shall be submitted to the competent tribunal within the jurisdiction of the court of appeal of Paris.

#### 14. Miscellaneous

- 14.1. This EULA expresses the entire understanding between Licensee and Licensor, and it supersedes all prior oral discussions or written correspondence between them in connection with the subject matter of this EULA. No notification, extension, or waiver of this EULA or any provision hereof shall be binding unless agreed to in writing by the Parties.
- 14.2. Failure of either Party hereto to insist on strict performance shall not constitute a waiver of any of the provisions of this EULA or waiver of any future default of the other Party.
- 14.3. If any provision of this EULA is held unenforceable or in conflict with the law of any jurisdiction, it is the intention of the Parties that the validity and enforceability of the remaining provisions hereof shall not be affected by such holding. In this situation, each of the Parties undertakes to negotiate in good faith a replacement clause that is as close as possible, from a legal and economic point of view, to the clause that is declared null and void, invalid or unenforceable.
- 14.4. This EULA is solely for the benefit of the Parties and no provision of this EULA shall be deemed to confer upon third parties any remedy, claim, liability, reimbursement, cause of action or other right.
- 14.5. Each Party acknowledges that it has entered into this EULA in reliance only upon the provisions specifically provided in this EULA and, save as expressly set out in this EULA, each Party shall have no liability in respect of any other representation, warranty or promise made prior to the date of this EULA unless it was made fraudulently.
- 14.6. The EULA is entered into in English. Should a conflict arise between the English version of the EULA and any translated version, the terms of the English version shall prevail.
- 14.7. The Parties are independent. This EULA does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties.
- 14.8. Licensee grants to Licensor the right to mention its identity as a reference for the purpose of Licensor's commercial promotion.