

APPFONT LICENSE AGREEMENT

The Terms of this End User Licence Agreement (Agreement) will apply between ArabicTypography.com (AT) and You (You) if you purchase a licence or licences to use AT's Font Software (Webfonts).

When you purchase an App Font, you are purchasing the right to use that App Font under a particular set of conditions. These conditions range from, for example, how many applications the font can be used in and on what mobile operating systems. It is important to read and understand this Agreement because it defines your rights, the acceptable uses of our App Fonts, and the rights AT reserves. If you believe your usage or need is not addressed, or if you are unsure of the meaning of any term or condition, please ask us before making a purchase.

AT agrees to grant You a licence or licences to use the App Font on the terms of this Agreement and provided that You comply with these terms. This licence is not exclusive to You, may not be transferred by You, and can be revoked by AT.

You agree that AT owns all rights, including (without limitation) intellectual property rights, and title in and to the App Fonts and all trademarks, registered and unregistered which are used in or in relation to the App Fonts.

1. Definitions

1a. "AT" is ArabicTypography.com, a trading brand of Tarek Atrissi Design S.L.

1b. The user, "You", "Your" and the "End User" are understood as the licensee of the App Fonts and the party that owns the Application. It is understood that you also control the content of the licensed applications. An end user cannot be a distributor, reseller, dealer, sub-licensee, original equipment manufacturer ("OEM"), server administrator, or other wholesale buyer of software, etc. AT App Fonts and software products may not be distributed and/or sold to third parties without AT's prior written consent.

1c. An “App Font” is type face font software that has been created, optimised, translated or otherwise specially modified for embedding within an App for styling, viewing or editing text.

1d. The “Application”, “App” is your mobile application software designed to run and function on Android, iOS, Windows Phone and other such mobile device operating systems. A single App Font licence covers Apps that are functionally equivalent across multiple mobile operating systems.

2. Permitted Uses and Restrictions

2a. Allowed Apps and Implementation

The App Fonts may be embedded in the App specified on your sales receipt. Only the App Font files provided by AT may be used. The use of alternate formats is expressly prohibited. You may use the App Fonts for styling, viewing or editing text in your App. However, providing the ability for a user to edit text using the App Fonts is not allowed if the result is a new document, such as a personalised invitation, greeting card, customised portfolio or customised product. These are merely examples. The App Fonts are licensed for your use only. You may not use the App Fonts as a tool or resource for third parties to create customised products or documents.

2b. Download and Distribution Limitations

There are no App download and distribution limitations with this licence.

2c. App Fonts File Protection

You agree to use reasonable measures to protect the App Fonts from access and use by unlicensed third-parties.

2d. Back-up Copies

You may make one (1) copy of the App Fonts for back-up purposes only. Copies must contain the same documentation, copyright, trademark, and other proprietary notices that appear on, in or with the App Fonts. You must keep this back-up copy secure and must not allow any third-party to have access to it. You will indemnify AT for all costs, damages or losses incurred as a result of your failure to comply with this clause.

2e. No Modifications, No Embedding

You are not permitted to modify, adapt, translate, reformat, reverse engineer, decompile, disassemble, alter or attempt to discover the computer code of the App Fonts or the designs embodied therein. The embedding or inclusion of AT App Fonts, or the designs forming the App Fonts, in non-mobile software, hardware, digital documents, applications, devices or in any other form is prohibited. A separate licence and accompanying software are each available from AT for this purpose.

2f. App Usage Only

The use of AT App Fonts on a desktop, laptop, workstation computer, website or for any uses not expressly permitted herein is prohibited. If you wish to use the App Fonts in a manner not permitted by this licence, you must secure a separate licence and/or a licence extension by contacting AT directly.

3. Rights Reserved

3a. You expressly acknowledge that the App Fonts, the designs embodied therein, the trade names and/or the associated trademarks and copyrights are each the exclusive property of AT. All rights not expressly granted under this licence are reserved to AT.

3b. You agree that the App Fonts and the design of the fonts embodied therein are owned by AT and the App Fonts' structure, organisation and code are the valuable trade secrets of AT. You acknowledge that the App Fonts are, among other means, protected under Spain trademark and/or copyright law, by the trademark and/or copyright and design laws of other nations, and by international treaties. Furthermore, you are not permitted to regenerate or translate the App Fonts into other formats and the creation of any derivative works based upon the App Fonts or the designs of the App Fonts are expressly prohibited.

4. Warranties and Limitations

4a. AT represents and warrants that the App Fonts will perform substantially in accordance with the representations made herein. To make a warranty claim, you must notify the source from which you obtained the App Fonts together with a copy of your sales receipt. If the App Fonts do not perform substantially

in accordance with the representations, the entire and exclusive liability and remedy shall be limited to the replacement of the App Fonts or the refund of the licence fee you paid for the App Fonts. AT does not and cannot warrant the performance or results you may obtain by using the App Fonts.

4b. AT expressly disclaims all warranties, express and implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. AT does not warrant that the operation of the App Fonts will be unimpeded, uninterrupted or error-free, or that they are without defects. Without limiting the foregoing under no circumstances shall AT be liable to you or any other party, whether in contract or tort (including negligence) or otherwise, for any special, consequential, or incidental damages, including lost profits, lost saving, loss of data, savings or business interruption as a result of the use of or the inability to use the fonts even if notified in advance of such possibility.

5. Transfer of licenced Application

You may not transfer the rights to use the App Fonts to a different App. Transfer of this licence to a third party is not permitted.

6. Termination

Any breach of the terms of this licence shall be cause for immediate termination without the obligation of notice or opportunity to cure. AT shall be entitled to seek any and all remedies under law or equity, including injunctive relief without the obligation of security or bond. You agree to immediately discontinue using and delete the App Font software and certify that no copy remains in your possession or control.

7. Choice of Law and Agreements

7.1 You agree that the Contract between us was formed in Barcelona, Spain and any cause of action arising from it, arises in Barcelona, Spain and will be governed by and construed in accordance with the laws of Spain and within the exclusive jurisdiction of the Spain courts.

7.2 AT may at any time amend the terms under which it licences the use of the App Fonts to You. AT will provide you with such amended terms and You

agree that your continued use of the App Fonts after receipt of the amended terms shall be deemed to be your acceptance of the amended terms. Non-acceptance of the amended terms terminates this licence agreement.

7.3 This Agreement embodies the entire understanding between AT and You and supersedes all prior arrangements or understandings. If an applicable Court declares any part of it to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

8. Contact

All inquiries of AT may be sent by email to info@arabictypography.com. The AT website is located at www.arabictypography.com.