

Narrow Type's EULA

End-User License Agreement ("Agreement")

Last updated: November 29, 2023

Please read this End-User License Agreement carefully before clicking the "I Agree" button, downloading or using Narrow Type Fonts.

Interpretation and Definitions

Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

Definitions

For the purposes of this End-User License Agreement:

- **Agreement** means this End-User License Agreement that forms the entire agreement between You and the Company regarding the use of the Application.
- **Application** means the software program provided by the Company downloaded by You to a Device, named Narrow Type Fonts.
- **Company** (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to Narrow Type.
- **Content** refers to content such as text, images, or other information that can be posted, uploaded, linked to or otherwise made available by You, regardless of the form of that content.
- **Country** refers to: Czechia
- **Device** means any device that can access the Application such as a computer, a cellphone or a digital tablet.
- **Third-Party Services** means any services or content (including data, information, applications and other products services) provided by a third-party that may be displayed, included or made available by the Application.
- **You** means the individual accessing or using the Application or the company, or other legal entity on behalf of which such individual is accessing or using the Application, as applicable.

Acknowledgment

By clicking the "I Agree" button, downloading or using the Application, You are agreeing to be bound by the terms and conditions of this Agreement. If You do not agree to the terms of this Agreement, do not click on the "I Agree" button, do not download or do not use the Application.

This Agreement is a legal document between You and the Company and it governs your use of the Application made available to You by the Company.

The Application is licensed, not sold, to You by the Company for use strictly in accordance with the terms of this Agreement.

Company Size

Our licensing is based on a company size model. Standard commercial license includes desktop installations, web font usage without no limitations on the number of page views, and use of fonts in apps and e-publications.

The only thing to consider is the size of your company. Depending on the number of employees you have, you can choose which license variant you fit into.

If your company is larger than 100 employees, please contact us at info@narrowtype.com and we will prepare a customized license for you.

If you need a different, specific type of license (such as a broadcast or server license), please contact us at info@narrowtype.com and together we will find the right solution for you.

If the size of your company increases, you are obliged to pay the difference for the correct scope of the licence. If you do not do so, Narrow Type has the right to terminate the agreement immediately.

Permitted Uses

You agree not to, and You will not permit others to:

- License, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit the Narrow Type Fonts or make the Narrow Type Fonts available to any third party.
- Copy or use the Narrow Type Fonts for any purpose other than as permitted under the above section 'License'.
- Modify, make derivative works of, disassemble, decrypt, reverse compile or reverse engineer any part of the Narrow Type Fonts.

- Remove, alter or obscure any proprietary notice (including any notice of copyright or trademark) of the Company or its affiliates, partners, suppliers or the licensors of the Narrow Type Fonts.
- Use of the Narrow Type Fonts is restricted for the creation of single letterform or alphabet products intended for resale.
- Resell or sub-license any Narrow Type Fonts.
- Resell any modification of the Narrow Type Fonts on its own.
- Make the Narrow Type Fonts public or share the asset in any way.
- Convert the files to web fonts on third-party platforms.

Term and Termination

This Agreement shall remain in effect until terminated by You or the Company.

If the size of your company increases, you are obliged to pay the difference for the correct scope of the licence. If you do not do so, Narrow Type has the right to terminate the agreement immediately.

This Agreement will terminate immediately, without prior notice from the Company, in the event that you fail to comply with any provision of this Agreement. You may also terminate this Agreement by deleting the Application and all copies thereof from your Device or from your computer.

Upon termination of this Agreement, You shall cease all use of the Application and delete all copies of the Application from your Device.

Termination of this Agreement will not limit any of the Company's rights or remedies at law or in equity in case of breach by You (during the term of this Agreement) of any of your obligations under the present Agreement.

No Warranties

The Application is provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Application, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the

Application will meet your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Limitation of Liability

Notwithstanding any damages that You might incur, the entire liability of the Company and any of its suppliers under any provision of this Agreement and your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by You for the Application.

To the maximum extent permitted by applicable law, in no event shall the Company or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Application, third-party software and/or third-party hardware used with the Application, or otherwise in connection with any provision of this Agreement), even if the Company or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to You.

Neither party will be liable for any indirect, special, incidental, or consequential damages, or lost profits, that may arise in connection with this License. Narrow Type's liability arising out of this License will not exceed the amount you paid for the Fonts.

Severability and Waiver

Severability

If any provision of this Agreement is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under this Agreement shall not effect a party's ability to exercise such right or

require such performance at any time thereafter nor shall the waiver of a breach constitute a waiver of any subsequent breach

Governing Law

The laws of the Country, excluding its conflicts of law rules, shall govern this Agreement and your use of the Application. Your use of the Application may also be subject to other local, state, national, or international laws.

Entire Agreement

The Agreement constitutes the entire agreement between You and the Company regarding your use of the Application and supersedes all prior and contemporaneous written or oral agreements between You and the Company.

You may be subject to additional terms and conditions that apply when You use or purchase other Company's services, which the Company will provide to You at the time of such use or purchase.

Contact Us

If you have any questions about this Agreement or need to prepare a customized license, you may contact us at info@narrowtype.com.

Thank you for reading!