

EULA (End User License Agreement)

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This License grants use of the Font Software in visual- or audiovisual productions in:

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- in cinema (movies, trailers, cinema ads, etc.)

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This Licence is bound to a specific use case and must be specified in the email request including a detailed description of a broadcasted content as well as ‘number of campaigns’, ‘number of titles’, ‘geographic territory of the broadcasted content’, ‘content duration’, ‘campaign duration’, ‘content viewers/ targeted audience volume’ description. In the case of subsequent altering of before mentioned parameters, the license has to be updated.

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Any breach by Licensee of this agreement shall constitute a termination of this License. Kyiv Type Foundry reserves the right to immediately terminate the EULA while reserving the explicit right to assert any further claims, such as damage compensation. 'Serious Breach' means violations that are of a certain intensity or violations that are not quickly and easily capable of remedy, e.g. in case of abuse of intellectual property or systematic overuse beyond agreements, against better knowledge, by neglect, or with intent.

In case of a 'Minor Breach' being capable of remedy, the Licensee will be advised by Kyiv Type Foundry in writing form (e.g. email) detailing the specificity of the breach. 'Minor breach' means breaches of low intensity which are the result of innocent mistakes and capable of remedy, e.g. minor uses of the Font Software beyond the boundaries of the license parameters set out in the EULA. The parties will (a) revise this agreement to include such use and adjust the usage fee to provide Kyiv Type Foundry a return commensurate with that provided by this agreement, or (b) the Licensee will cease use within 10 (ten) days and pay Kyiv Type Foundry a reasonable fee for the period of the usage. If the minor breach has not been rectified to the complete satisfaction of Lineto GmbH within 10 (ten) days of receipt of such notification, Kyiv Type Foundry

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Final Provisions

This agreement (EULA) constitutes the entire agreement between the parties. No further oral agreements have been made on this subject matter. Supplements, modifications, or sub-agreements to these provisions must be made in writing. This also applies to the cancellation of this written form requirement. Kyiv Type Foundry reserves the right to modify at any time the terms and conditions of this EULA. Such changes in the EULA are made public through their publication on the website www.kyivtypefoundry.com.

The invalidity or inoperativeness of one or more provisions of this contract does not affect the validity of the rest of the contract and the remaining other provisions shall thereby remain unaffected. An invalid provision shall be replaced by a provision that is permitted by law and which approaches the invalid provision and economic interests intended by the parties.

The rights and obligations of the parties arising from the EULA are based on German law, even if the exertion or breach of contractual rights takes place in a foreign country. Any dispute will take place before the County Court of Hannover, Germany. The Licensee consents to the jurisdiction of the German Courts over any dispute arising out of this EULA, even if the breach of the agreement takes place in a foreign country.

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All inquiries may be sent via e-mail to info@kyivtypefoundry.com

The Kyiv Type Foundry website is located at www.kyivtypefoundry.com

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