

**EULA — End User
License Agreement**

1. Purpose of this agreement

The Terms of this End User Licence Agreement (Agreement) will apply between Secretonix Lda (Feliciano Type) trading as Feliciano Type (Feliciano Type) and You (You, Your, Yours) if You purchase a licence or licences to use Feliciano Type Font Software (Fonts).

When You purchase a Font license, you are purchasing the right to use that Font under a particular set of conditions. You're not purchasing any copyright ownership over the Fonts.

It is important to read and understand this Agreement because it defines Your rights, the acceptable uses of the Fonts, and the rights Feliciano Type 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 Feliciano Type before making a purchase.

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

If You are a parent company purchasing the Fonts for a wholly or partly owned subsidiary, you must ensure Your subsidiary complies with the terms and conditions of this Agreement. Any breach of this Agreement by Your subsidiary will be deemed a breach by You. If You are a subsidiary of a parent company, this licence does not allow the transfer of this licence to Your parent company, your parent company must purchase an independent licence to use the Fonts.

2. Definitions

"Feliciano Type" is the Feliciano Type, the trading brand of Secretonix LDA.

"You", "Your" and the "End User" are defined as and refer to a customer who has purchased a licence to use the Font. An End User is not defined as a distributor, reseller, dealer, sub-licensee, original equipment manufacturer ("OEM"), wholesale buyer or any similar entity.

Feliciano Type Fonts and products may not be distributed and/or sold to third parties without prior written consent from Feliciano Type. "Font", "Fonts" or "Font Software" have identical meanings in this agreement. They are defined as the designs of the Fonts and the Software identified on

Your Sales Receipt that produces a typeface design(s) together with any other artworks that may be associated with the Font. “Sales Receipt” means the license is only valid upon payment in full.

3. Expiry

There is no expiry to this Agreement or its terms, so You may use the Fonts in perpetuity with no further licensing costs. There is no geographic limitation to this Agreement, you may use the Fonts worldwide.

4. Permitted Uses and Restrictions

You are granted only the rights expressly stated in this Agreement, and use of the Font Software in any other manner is strictly prohibited.

4.1 Installation

The Fonts may be used by a specified number of users defined by the License Size identified in Your Sales Receipt. Each user may install the font in up to three devices: e.g. a desktop computer, a laptop and tablet.

Fonts may not be stored or used in any manner that makes them accessible to the public or non-licensed third parties. For the purposes of clarity, this licence is for individual users or organisations purchasing for employees only. Under no circumstances may the licensed Fonts be shared with contractors, freelance employees, or affiliates. You may add more Users to Your licence by purchasing additional licences.

4.2 Servers

You may install the Fonts on a single file server for use on a local area network (“LAN”) within Your business or household. The number of Users that can access the Fonts on the server must not exceed the number of Users identified on Your sales receipt.

4.3 Font File Protection

You agree to use reasonable measures to protect the Fonts from access and use by unlicensed third parties. If you discover or are made aware of any unauthorised access and/or use by an unlicensed third party, you agree to notify Feliciano Type as soon as is reasonable.

4.4 Authorised Use

Authorised uses of the Fonts include: the production of paper publications like newspapers, books and magazines; print advertising; vinyl or printed signage; logos and logotypes; corporate documents; newsletters and annual reports; images for print and web (static images only); embedding in ePub publications; product/merchandise packaging; marketing materials; presentations (e.g. PowerPoint); film and video (non-broadcast). You agree to indemnify Feliciano Type for any third-party claim that arises as a result of any unauthorised use by You of the Fonts.

Fonts may be embedded on an unlimited number of websites according to a maximum number of Visitors per Month defined by the License Size. On a specified number of Mobile Applications defined by the License Size and on a specified number of e-books defined by the License Size, under the following conditions:

- a) Every workstation used to design any websites, mobile Application, e-Book or for broadcasting must be covered by a valid License.
- b) The domain's name of the website must belong to You.
- c) You shall use exclusively @font-face to embed the fonts in websites.
- d) In mobile apps and e-Books, only the provided OTF (.otf) shall be used.

4.5 Service Bureau and Printers

To reproduce a particular document, you may provide a copy of the specified Fonts to a commercial printer or service bureau. Afterwards, the printer or service bureau must destroy the copies of the Fonts and You agree to take reasonable steps to ensure this happens.

4.6 Back-up Copies

You may make one (1) copy of the 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 Fonts. You must keep this back-up copy secure and must not allow any third party to have access to it. You will indemnify Feliciano Type for all costs, damages or losses incurred as a result of Your failure to comply with this clause. If You discover or are made aware of any unauthorised access and/or use of the back-up copy by an unlicensed third party, you agree to notify Feliciano Type as soon as possible.

4.7 Embedding Fonts

The embedding of Fonts into digital documents, like PDFs, is permitted so long as:

- a) The Font Software is subset.
- b) The document text can be viewed and printed but not edited.
- c) Reasonable measures are taken to ensure recipients of such documents cannot extract or use the embedded Fonts. Rasterized copies of images showing the Font are permitted provided the images do not result in all or substantially all of the characters comprising the Font.

4.8 Apps, Games, Hardware and Software

This licence expressly prohibits the embedding, inclusion, calling or linking of the Fonts within hardware and software in any form whatsoever. This includes, but is not limited to, video games, server-side applications, online document creation, kiosks, and OEM products or software. If You wish to use the Fonts for such purposes, contact Feliciano Type to discuss. Notwithstanding, rasterized images of limited text and/or logos created using the Font Software are permitted.

4.9 Modifications

You may create outline artworks based upon the Fonts for Your personal or business use. However, the use of any font creation or font manipulation program or any attempt to modify the Font to create a usable, derivative or substitute version of the Font is prohibited. Under no circumstances may You modify, adapt, translate, reverse engineer, decompile, disassemble, alter, or otherwise attempt to discover the source code of the Fonts or the designs embodied therein. You further agree not to commission or authorise any third party to undertake modifications to the Fonts without prior written consent from Feliciano Type. Consent may or may not be granted at Feliciano Type's sole discretion.

4.10 Restriction of Alphabet Products

This licence expressly prohibits the use of the Fonts in the creation of alphabet products such as, but not limited to house numbers, stamp sets, rub-on letters, adhesive alphabet letters, alphabet punch and die sets or other methods for use in making such products. If You wish to use the Fonts for such purposes, contact Feliciano Type to discuss.

4.11 Broadcast

The use of Fonts for Broadcast is not permitted under this agreement, if you intend to use the fonts for such purpose, please request this use by contacting Feliciano Type.

5. Rights Reserved

You expressly acknowledge that the Font Software, the designs embodied therein, the trade names and/or trademarks and copyrights associated therewith are each the exclusive property of Feliciano Type. and that Feliciano Type has all the necessary rights and titles to license the Fonts to You. All rights not expressly granted under this licence are reserved to Feliciano Type.

You agree that the Fonts and the design of the Fonts embodied therein are owned by Feliciano Type and the Fonts' structure, organisation and code are the valuable trade secrets of Feliciano Type. You acknowledge that the Fonts are, among other means, protected under Portugal trademark and/or copyright law, by the trademark and/or copyright and design laws of other nations, and by international treaties.

6. Warranties and Limitations

Feliciano Type represents and warrants that the 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 Fonts together with a copy of Your Sales Receipt. If the Font does not perform substantially in accordance with the representations, the entire and exclusive liability and remedy shall be limited to the replacement of the Font Software or the refund of the licence fee You paid for the Fonts, as an authorised officer of Feliciano Type may elect. Feliciano Type and its suppliers do not and cannot warrant the performance or results You may obtain by using the Fonts. It is Your responsibility to ensure that the Fonts are fit for Your purpose.

Feliciano Type expressly disclaims all warranties, express and implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Feliciano Type does not warrant that the operation of the Fonts will be unimpeded, uninterrupted or error-free, or that the Fonts are without defects. Without limiting the foregoing under no circumstances shall Feliciano Type be liable to You or any other party, whether in contract or tort (including negligence) or otherwise, for any indirect losses, special, consequential, or incidental damages, including lost profits, lost savings, loss of data, 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.

7. Termination

Any breach of the terms of this Agreement shall be cause for immediate termination without the obligation of notice or opportunity to cure. Feliciano Type shall be entitled to seek any and all remedies under law or equity, without limitation, including injunctive relief without the obligation of posting security or bond. You agree to immediately discontinue using and delete the Fonts and certify that no copy remains in Your possession or control.

8. Disputes

Any dispute or difference arising out of or in connection with this Agreement will be referred to and resolved if required by arbitration in Portugal in accordance with Portugal laws.

9. Jurisdiction

You agree that this Agreement between Feliciano Type and You was formed in Lisbon, Portugal, and any cause of action arising from it, arises in Lisbon, Portugal and will be governed by and construed in accordance with the laws of Portugal and within the exclusive jurisdiction of the Portugal courts.

Feliciano Type reserves the right to amend or modify this Agreement at any time and without prior notification. Any modifications will preserve the original permitted uses of this Agreement. Modifications may account for changes in technology that would otherwise impair or render obsolete provisions in this Agreement. Modifications shall not be applied retroactively, and any original intended use cases will not be void as a result of any modifications. Feliciano Type will make such amended terms available at www.felicianotype.com. If You do not agree to the modified terms, your continued use of the Desktop Fonts could be in breach of the Agreement.

This Agreement embodies the entire understanding between Feliciano Type 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.