Introductory remarks to the License Terms

Henkel AG & Co. KGaA, Henkelstr. 67, 40589 Düsseldorf, Germany (hereinafter "**Henkel**") has licensed the font **(Henkel) GT Flexa** (hereinafter "**Font**") from Grilli Type AG, Tivolistr. 13 6006 Lucerne, Switzerland (thereafter "**Grilli Type**"). Under the agreement between Henkel and Grilli Type, Henkel is also permitted to pass on the Font to third parties for use for Henkel, provided that they also comply with the terms the license.

Therefore the **End User License Agreement** (EULA) on the following pages for the Font, must be observed by agencies and suppliers of Henkel when storing and using the Font.
For better understanding, it is pointed out here that the EULA contains the general requirements, but these are modified and extended by the so-called **Henkel License Add-On** at the end of the document. The combination of the EULA and the Henkel License Add-On results in the restrictions and usage options to be observed.

In the event of infringement, Henkel reserves the right to claim any damages or costs from the supplier or the agency which caused these costs or damages by disregarding the following conditions. Damage caused by exceeding the use of the license is generally calculated as a fictitious license fee, with each violation resulting in a minimum payment of US$ 4,000.00.

In the event of termination of the business relationship between Henkel and the supplier or the agency, the supplier or the agency undertakes to return the materials produced with the Font and the Font itself and shall immediately cease to use the Font without the need for a request.

Should any individual provision of these License Terms be or become invalid or unenforceable, the validity and enforceability of the other provisions shall remain unaffected. In such case the parties shall negotiate with a view to substituting the invalid or unenforceable provision by a provision which comes closest to their original understanding and intentions. In absence of an agreement the provision is to be replaced by the valid provision which most closely fulfils the economic intent of the parties with regard to the invalid or unenforceable provision. This provision shall also apply to unintended omissions.

EULA   **Grilli Type**

                              End User License Agreement
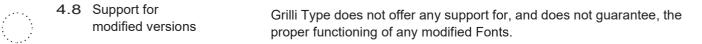
1	Contractual relationship	This is an agreement between you, the purchaser and/or licensee, and Grilli Type AG (hereafter Grilli Type). By purchasing, or downloading, or installing, or using, or otherwise handling the digital typeface software (hereafter Font or Fonts), you accept the terms of this agreement. In accepting the terms of this agreement, you acknowledge understanding and complying with its terms. If you do not wish to enter into this Agreement, do not purchase, access, download and/or install or otherwise use the Fonts. Outside of their legal use as described in this license, you may not distribute, lend, rent, sell, give away, publicly or privately share any modified or unmodified version of the Fonts.
1.1	Replacement of all previous agreements	This agreement replaces and supersedes any previously made oral or written proposal or agreement between you and Grilli Type.
1.2	License and copyright	You are purchasing the rights, meaning a non-exclusive, non-transferable, perpetual, and worldwide license, to use the Fonts as specified in this agreement. You are not purchasing the copyright to the design or any other part of the Fonts. The copyright lies with its original designer and will remain so, even if Grilli Type customized the Fonts.
1.3	Buying on behalf of a third party	If you, the purchaser, are acting on behalf of the end user, you must ensure that the end user accepts this EULA as it is, i.e. without any alterations and/or amendments. You are not allowed to ask the end user any other price than the one offered by Grilli Type. By purchasing licensing for a third party you are not allowed to use the respective software yourself.

| 2 | Definitions | Wherever used in this EULA and/or any Licensing add-ons, the meaning shall be the following: |

2   Definitions

Wherever used in this EULA and/or any Licensing add-ons, the meaning shall be the following:

2.1   Applications

"Applications" shall mean applications able to run and function on one of the following operating system platform, on versions that are less than five (5) years old: Microsoft Windows, Apple MacOS, Apple iOS, Android, insofar as they support the Font files as they are supplied by Grilli Type. Other operating systems are also covered under this agreement if they support the Font files as they are supplied by Grilli Type, but Grilli Type   cannot offer any technical support.

2.2   Embed

"Embed" shall mean the use of Fonts in applications, meaning the embedding of the Font files through various means (depending on the operating system and programming platform) into the application or an application package. The Fonts are used by said application to style dynamic or static text inside those applications. You must neither embed the Fonts into any physical devices directly nor save Font files onto a device and sell, gift, ship, in any other way hand that device to any third party.

2.3   Licensing add-ons

"Licensing add-ons" shall mean further licensing types, defined in addons to this agreement, that can be purchased in addition to the Desktop, Web, and App licensing.

3	Desktop licensing	For Desktop licensing, the following terms apply:

3.1 Usage rights

You are purchasing a certain amount of licenses to use Fonts by Grilli Type on a certain number of devices within your organization. "Within your organization" shall mean usage inside your company or organization, across all your business locations, but shall not include usage by clients or other third parties, including self-employed parties who are working for you but not at one of your business locations. Self-employed third parties temporarily working at one of your business locations on your devices are considered part of your organization. You may use the Fonts for the creation of static or moving files like images and videos. This includes the use of Fonts for the creation of logos and broadcasts.

3.2 Installations

The amount of devices you may install the Fonts on depends on the amount of licenses purchased, as referenced during your purchase and on your invoice. You may not install the Fonts on any further devices, aside from any archival copies.

3.3 File handling

A copy of the Fonts may be sent as part of a file release to a printer or prepress bureau if necessary.

3.4 Embedding

The Fonts may be embedded into the following file types:
– Portable Document Format (PDF)
– PostScript (PS)
– Encapsulated PostScript (EPS)

The Fonts must not be embedded into any other format under this license.

3.5 Modification

You must not modify the Fonts (digital typeface software) under any circumstance. You may convert text into vector paths and edit those vector paths in applications that support the Font files.

4	Web licensing	For Web licensing, the following terms apply:

4.1 Usage rights

You are purchasing a certain amount of licenses to use Fonts by Grilli Type on web servers under your control, and under control of a single organization, to serve to a specific number of website visitors per month. You are purchasing so-called self-hosted Fonts that you host on your own servers. You must not use the Fonts to create or save any documents, specifically also not raster or vector images.

4.2 On servers under your control

"On servers under your control" shall mean that all Fonts are solely stored using online storage (hereafter Servers) to serve websites for which you or your organization have sole administrative access to (aside from the owner of the Server).

4.3 Visitors per month

"Visitors per month" shall mean the number of uniquely identifiable users visiting your websites. You have to record and control the number of monthly visitors by using an analytics tool generally recognized to be able to document the number of unique visitors to a website.

4.4 Using your Fonts

For each license you purchase, you may install the Fonts on any number of hosting services for any number of domains, as long as the overall number of monthly unique visitors of all websites served from those Servers and domains added up is smaller than the number you have purchased licenses for. The number of allowed unique visitors is noted during your purchase and on your invoice.

4.5 Exceeding the number of purchased monthly visitors

You have to purchase a licensing upgrade if you exceed your monthly visitors limit at any point in order to cover that larger number of monthly visitors. Grilli Type reserves the right to request and receive screenshots of your analytics tool to prove that the amount of unique visitors per month is below the maximum limit of allowed visitors you have purchased licenses for.

4.6 File handling

The use of the Fonts on devices in your organization is restricted to preparing their use on Servers, for activities generally called "web development". You may not upload the Fonts to publicly listed file indexes, meaning file repository systems like Github.
A copy of the Fonts may be sent to a third-party website developer if necessary. The Fonts may be embedded into websites using the CSS @font-face technique. The Fonts may not be embedded into any other format or in any other way under this license.

4.7 Modification and
     Subsetting

You may not modify the Fonts under any circumstance, except by subsetting the character set of the Fonts, meaning using an application or service to reduce the number of characters or features in the Font while not modifying any of the underlying character designs (also known as the design of the typeface) or Font name tables.

You may not, under any circumstances, modify the design of the typeface or its Font name tables. Any rights, including but not limited to copyrights and trademarks, of both the original version and the edited version remains with Grilli Type and their respective owners, and the number of unique website visitors covered by the license remains the same.

4.8 Support for
     modified versions

Grilli Type does not offer any support for, and does not guarantee, the proper functioning of any modified Fonts.

| 5 | App licensing | For App licensing, the following terms apply: |

5.1   Usage rights

You are purchasing a certain amount of licenses to embed Fonts by Grilli Type in an unlimited number of applications created within your organization, by a certain number of developers of the applications. You must not use the Fonts to create or save any documents, specifically also not raster or vector images.

5.2   Installations

The number of developers who may use the Fonts for development of the application depends on the amount of licenses purchased, as referenced during your purchase and on your invoice. You may not install the Fonts on any further devices or use them by further developers, aside from archival copies.

The use of the Fonts on devices in your organization is restricted to preparing their use in applications, for activities generally called "application development". The Fonts may not be used aside from the Fonts' use as embedded Fonts in your applications.

5.3   File handling

A copy of the Fonts may be sent to a third-party app developer if necessary, and these developers count towards your licensed number of developers. The Fonts may not be embedded into any other format or in any other way under this license. Embedding of the Font with the CSS @font-face technology is expressly prohibited, also creating what is commonly known as «virtual terminals». Embedding of the Font into computer files other than application files (for example document formats like PDF, EPS, and PS) is expressly prohibited.

5.4   Modification

You must not modify the Fonts under any circumstance.

6   General

6.1 Licensing add-ons

The terms of any Licensing add-ons are in addition to the full terms of this agreement, unless otherwise noted.

6.2 Warranty and support

We endeavour to produce our Fonts to the most up-to-date technical standard. Can you prove that they do not function as promised, Grilli Type is entitled to cure the shortcoming. Should we fail within 30 days after your first information of curing you may, within another 30 days, ask for a refund. After a refund the respective license terminates with immediate effect and any further use is strictly forbidden.

6.3 Rights reserved

Any and all rights not expressly granted in this agreement are reserved to Grilli Type.

6.4 Warranties

Grilli Type represents and warrants that it has the right and authority to enter into this licensing agreement and that the agreed upon deliverables do not infringe any third party intellectual property rights.

6.5 Applicable law and court of jurisdiction

This agreement shall be governed by and construed exclusively in accordance with Swiss law. Place of performance and exclusive place of jurisdiction is the location of the headquarters of Grilli Type, currently Lucerne, Switzerland. The United Nation Convention on Contracts for the International Sale of Goods does not apply.

Edition October 2020, future editions subject to change.

<u>**EULA Grilli Type Henkel License Add-On**</u>

This is an add-on to the Desktop, Web, and App licenses. All terms of the Grilli Type EULA shall remain in force unless modified by this EULA Grilli Type Henkel License Add-On agreement (hereinafter "Henkel License Add-on"). The terms of the Henkel License Add-on prevail over general terms of the EULA. The following amendments and alterations to the EULA apply.

1. Unlimited Licensing

1.1. Desktop

The amount of devices you may install the fonts on is not limited, as referenced during your purchase and on your invoice. In addition, the parties state for clarification that any type of use (digital and print,) is permitted.

1.2. Web

You are purchasing an unlimited amount of licenses to use fonts by Grilli Type on web servers under your control (or any affiliates control), and under control of your organization, to serve to an unlimited number of website visitors per month.
Grilli Type does not offer any support for, and does not guarantee, the proper functioning of any modified Fonts (excl. Fonts modified by Grilli Type within the scope of the assignment, i.e. Grilli offers support and guarantees for these.).

1.3. App

You are purchasing an unlimited amount of licenses to embed fonts by Grilli Type in an unlimited number of applications created within your organization, by an unlimited number of developers of the applications.

2. Supplier Licensing

2.1. Definition of "Within your organization"

Any mention of "within your organization" in the EULA, and this Henkel License Add-on shall also mean usage by third parties working for you in a direct business relationship with you.

2.2. General

You are allowed to distribute the fonts to third parties privately for such usage. No public distribution is allowed. You may not sell the fonts at any point and under any circumstances. The created assets or designs are for your use only, and no further transfer of ownership or licensing is taking place in relation to the third party. Third parties do not own any licensing rights except for a limited time as transferred by you under the terms of this agreement. Third parties may not keep fonts any longer than necessary for fulfilling their business relationship with you. The Client undertakes to inform the third parties about the limitation of the license. The Client undertakes to take reasonable measures to make his supplier aware of the terms of this EULA.

3. Office Embed Licensing

3.1. Embedding

This is an add-on to the Desktop license. All terms of the Grilli Type EULA shall remain in force unless modified by this agreement. The following amendments and alterations to the EULA apply.

The fonts may be embedded into files of:
- Portable Document Format (PDF)
- PostScript (PS)
- Encapsulated PostScript (EPS)

as well as Microsoft office application documents like:
- Documents of the Microsoft Office applications suite (DOC, PPT)
- Office Open XML Document (DOCX) and
- Office Open XML Presentation (PPTX)

The fonts must not be embedded into any other format under this license.

You are purchasing an unlimited amount of licenses for embedding the font files by Grilli Type.

3.2. Allowed Use

You may embed the font files in an unlimited number of template files within your organization. All the recipients of the templates who are able to use the font software for editing must be covered by the amount of licenses purchased. The license allows for the creation of an unlimited number of documents each year within an unlimited number of applications. You are not purchasing the copyright to the design or any other part of the fonts, but the rights to use the fonts as specified in this agreement.

4. HTML 5 Ad Licensing

4.1. General

You are purchasing a license for the use of fonts in online HTML5 advertisements.

4.2. Allowed Use

You are purchasing licenses to place fonts by Grilli Type on an unlimited number of servers within or outside of your organization, to be shown on an unlimited number of websites, for an unlimited number of ad impressions each month.

5. General

5.1. On servers under your control

§4.2 of Grilli Type EULA shall be replaced in its entirety by the following terms:
"On servers under your control" shall mean that all Fonts are solely stored using online storage (hereafter Servers) to serve websites for which you or your organization have administrative access to (aside from the owner of the Server) or Servers that are operated or used on behalf of the Client (by an engaged third party).