

## DIGITAL ADVERTISING LICENSE (LICENSE AGREEMENT)

Version BF-DA.1.10  
<http://brownfox.org/licence/>

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Whether you are an individual or a corporate entity, for the convenience of using this License, you are referred to hereinafter as the “User” or the “Payer” if the User and the Payer are not one and the same person.

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The font software (the “Font Software”, or “Font files”), copyrighted as a computer program, includes the relevant Font Style and appropriate software instructions. A copy of the Font Software is made available to the User in the OTF, TTF (web), WOFF, WOFF2, SVG, EOT formats unless otherwise specified in the Invoice or in the Online Order.

The Font and the Font Software are collectively referred to hereinafter as the “Products” and each individually, as the “Product”. The right granted by the Licensor to the User to use the Font in any specific manner authorizes the User no use the Font Software, and vice versa.

The specific type of purchased license, the types of the Font, specific Font Style and Font Software, together with other material terms and additional restrictions of the License are identified and specified in the Invoice or in the Online Order.

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### 1. INVOICE AND ACCEPTANCE OF THE OFFER

1.1. If the License is obtained by way of payment of the Invoice, all terms and conditions of the offer not expressly set out in the License shall be specified in such Invoice. The payment of the license fee set out in the Invoice constitutes the acceptance of the offer in its entirety and, respectively, the User’s agreement to terms and conditions of the License and the Invoice. This license agreement shall be deemed entered into by and between the Licensor and the User (and the License as granted to the User) upon the acceptance of the offer by the User (or, respectively, payment of the Invoice by the User or by the Payer).

1.2. The Invoice must be paid within seven (7) days which constitutes the period of acceptance of the offer unless otherwise provided in the Invoice. The Licensor may revoke the offer at any time before or at its acceptance.

1.3. The User acknowledges and agrees that the User has read and understood the text of the License enclosed with the Invoice prior to obtaining the License.

1.4. The Invoice is issued only in the name of the person it is intended for as the recipient of the offer. No person other than specified in the Invoice except the User and/or the Payer may pay the Invoice and so accept the offer.

## IN SIMPLE TERMS

You need this license to use the font in email newsletters, HTML5 banners, and bitmap advertising banners.

If there is something unclear about the license or you are in doubt about what type of license you need, then drop us a line at [hello@brownfox.org](mailto:hello@brownfox.org).

This license was issued by Gayane Bagdasaryan (hereinafter referred to as Licensor).

Typeface is protected by law as a work of graphics (Font) and as a computer program, software (Font Software).

Font is a work of graphics (art), a drawing that you see.

Font Software is an OTF, WOFF or other font format file.

Neither the Font nor the Font Software is sold. The right to use the Font and the right to use the Font Software are sold. These are different rights, you can buy them together or separately. You can’t use the Font or Font Software for free.

We have several types of licenses. Each license authorizes something and prohibits something. You need to choose the license that suits you. You can only use the font as described in the license you purchased. What you bought is indicated in the invoice.

The person who paid for the license is the Payer. The one who uses the font is the User. You can be both a Payer and a User at the same time.

You are purchasing a non-exclusive license. This means that anyone else can also buy a license and use this font.

Each typeface (for example, Gerbera) consists of styles (for example, Regular). The license is sold for certain styles. If you have purchased a license for, for example, Gerbera Regular, you cannot use, for example, Gerbera Medium.

If you paid for the license and/or started using the font, then you agree with everything that is written here.

### 1. PURCHASE OF A LICENSE THROUGH PAYMENT OF AN INVOICE

We can issue you an invoice for payment using your bank details. Only you yourself can pay the invoice and must do so within seven days. If you have paid the invoice, it means that you agree with what is written here and in the invoice. You get the right to use the font after payment.

## 2. PURCHASE BY ONLINE ORDER

2.1. If the License is purchased online on the Licensor's website or on the website of the Licensor's authorized representative (each, a "Distributor"), the terms and conditions of such purchase are referred to as an "Online Order", irrespective of the titles of executed electronic documents and/or content of the web pages displayed in the course of the purchase. Payment of the license fee by the User is deemed to constitute acceptance of the offer (and the User's acceptance and agreement to the terms and conditions of the Online Order). The Licensor and the User are deemed to have entered into the License Agreement (and issued and, respectively, accepted the License) upon acceptance of the offer (i.e. payment of the Online Order).

2.2. The User hereby acknowledges and agrees that the User has read and understood the License prior to obtain the License, and that the User has been supplied with a link to the text of the License, as contained in the Online Order.

## 3. PERMITTED USES OF THE PRODUCTS

3.1. The User is hereby authorized to use the Font Software and any Glyph to display the textual content of any message sent by the User by e-mail ("e-mail marketing") using the @ font-face mechanism, subject that the Font Software is loaded in any recipient's web browser from the User's web server on which the User is authorized to host the Font Software under clause 3.4 of this License.

3.2. The User is hereby authorized to use the Font Software hosted on the User's web server under clause 3.4 of this License, and any Glyph to display any text of any scalable html5 advertising banner, irrespective of any server hosting such banner.

3.3. The User is hereby authorized to use any Glyph to display any text of any rasterized advertising banner, irrespective of any server hosting such banner.

3.4. For the purpose of using the Font and Font Software in any manner specified above, the User is authorized to reproduce the Font Software once on one web server controlled by the User, without any possibility of downloading the same by any third party.

3.5. The User is not authorized to permit or allow any third person any similar use of the Font or the Font Software, including downloading the Font Software from any of the User's web servers using the url('http://.../...tff') directives).

3.6. The total monthly number of impressions of rasterized advertising banner and scalable html5 advertising banner and/or the number of e-mail messages shall not exceed the monthly number of views set out in the Invoice or in the Online Order. Impressions include any reloads and refreshes of any banner, including by AJAX or in any similar manner, even if the same banner is shown to the recipient.

3.7. In the event that the actual total monthly number of impressions exceeds the authorized total monthly number, the User shall be deemed to have forfeited the User's right to use the Font and the Font Software set out in this section of the License, starting the month immediately following the month in which the authorized total monthly number of impressions was exceeded.

3.8. In the event that the actual total monthly number of impressions exceeds the authorized total monthly number, the User may opt to ask the Licensor to enter into a license agreement on new terms and conditions, or cease the use of the Font and the Font Software.

3.9. The User is hereby authorized to install, save in the memory of and run the Font Software in the OTF format on not more than one personal computer operated by the User whether as a legal entity or as an individual. Installation of the Font Software on more than one personal computer is subject to obtaining a Desktop License for the relevant number of users.

3.10. The User is hereby authorized to use the installed Font Software solely for the purpose of the exercise of the User's right to use the Font as an artwork in the manner specified in the License. The User is not authorized to use the Font Software in any other manner, such as distribution of or making the Font Software available to the public, providing online access thereto, reproduction otherwise, etc.

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3.12. The User shall ensure protection of the installed Font Software and any backup copy of the Font Software against unauthorized copying. No online access via a network must be allowed, authorized, permitted or enabled to the Font Software or any reserve copy thereof installed on any personal computer. Any inadequate protection of the Font Software by the User constitutes the User's risk and shall create the User's liability for any resulting breach or infringement of the Licensor's rights.

## 4. EXCLUDED USES OF THE PRODUCTS

It is expressly stated that the following uses of the Products are subject to obtaining other dedicated types of licenses, and that the User is not authorized to the Products in the follow-

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You can buy a license on our website or on the distributor's website. If you paid for the license through the site, it means that you agree with what is written here. After paying on our website, you will receive an automatic email with the purchase details and download links to font files and the license text. Distributors determine the algorithm for working with clients themselves. You get the right to use the font after payment.

## 3. WHAT THE LICENSE ALLOWS

You can host the web font on your web server and use it in email newsletters and HTML5 banners.

You can use the font in bitmap advertising banners.

The web font must be hosted on a web server so that it cannot be downloaded by outsiders.

The cost of a license depends on the number of impressions. This indicator should be known to you when paying for electronic advertising.

The number of impressions is indicated in the invoice. If the number of impressions exceeds this indicator, the license is considered lost. You can either stop using the font, or contact us for a license for more impressions.

The license is paid once, not every month.

Only you can use the font.

You can install the font in OTF format on one of your own computers only for designing the advertising banners.

You must ensure that the font is protected from illegal copying.

## 4. WHAT IS NOT ALLOWED BY THE LICENSE

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## 5. CLARIFICATION OF THE TERMS AND CONDITIONS OF THE LICENSE

5.1. If any provision of the License appears unclear as to any specific use of the Products, the User may enquire the Licensor as to the use of the Products in a specific situation. The Licensor's clarification will be binding on the User in the relevant context in relation to the current version or revision of the License. Any further version or revision of the License may require a new clarification by the Licensor for any newly issued License.

5.2. In case of any doubt as to authorization of any use of the Product, the User shall enquire the Licensor as to such use before such use. In such case, the User may not begin using the Product until the Licensor's consent is granted.

## 6. TERM AND TERRITORY OF THE LICENSE

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6.2. Using the Font and the Font Software in the extent set out in the License is authorized for the entire term of effect of the Licensor's exclusive right the Font and the Font Software, unless otherwise provided by the License, the Invoice or the Online Order. The authorization to use the Font and the Font Software shall terminate in the cases specified in the License.

6.3. This License is valid worldwide unless otherwise provided in the License, the Invoice or the Online Order.

## 7. LICENSE FEE

7.1. The User can only use the Product for a fee. The amount of the Licensor's license fee is specified in the Invoice or the Online Order.

7.2. If the License is acquired, and using the Product is authorized, on the basis of the Invoice,

need a "Logo" license.

You can't use the font in ways that aren't described in the section above. For example:

- in printing matter
- on websites
- in apps
- in logos and identity
- in social networks
- on packages
- in outdoor advertising
- in video
- in TV broadcasting
- in electronic publications
- install the font on the server
- install the font on more than one computer
- transfer the font to contractors

Specific licenses are required for the listed uses. You can publish the logo in all the listed media without purchasing an additional license.

You can't transfer font files to other people, either for free or for a fee.

Anything that is not explicitly allowed is prohibited.

## 5. IF SOMETHING IS UNCLEAR

Send your question to [hello@brownfox.org](mailto:hello@brownfox.org) and wait for our response before you start using the font.

## 6. TERM AND TERRITORY

You get the right to use the font immediately after payment and almost indefinitely on the territory of the whole world. If the payment failed for a technical reason, you can't use the font.

## 7. PAYMENT

You can't use the font for free. Payment must be made in full and on time.

the license fee shall be paid within seven days unless any other the period specified in the Invoice.

7.3. If the License is acquired, and using the Product is authorized, on the basis of the Online Order, the license fee must be paid simultaneously with the execution of the Online Order to the extent that such online payment is technically possible under the current license terms, but in any event not later than the day of execution of the Online Order.

7.4. The license fee may not be paid for only some of the Products specified in the Offer or the Online Order or only for a portion of the authorized uses of the Products.

## 8. DELIVERY OF A COPY OF THE PRODUCTS TO THE USER

8.1. The Font Software shall be delivered to the User at the User's e-mail address upon issuance of the Invoice within seven days of the date of full payment of the license fee.

8.2. The User shall be provided a link to download the Font Software and a link to the text of the relevant version of the License upon execution and payment of the Online Order.

8.3. The Font as an artwork is included in the Font Software; no copy of the Font as an artwork shall therefore be delivered to the User. The Licensor's obligation to deliver a copy of the Font as an artwork and as a computer program shall be deemed duly performed and discharged upon delivery of the Font Software to the User by the Licensor by e-mail or providing the Users with a link to download the Font Software.

## 9. USER AND PAYER

9.1. The use of the Products, authorized to the User may be paid for by a third party (the "Payer"). The Payer acquires no authorization to use the Products even if the User does not exercise such authorization. All restrictive terms and conditions of the License applicable to the User apply to the Payer within the meaning of such conditions and as applicable to the acquisition of the authorization in favor of a third party.

9.2. The Payer, acquiring the authorization to use the Products by the User, shall procure that the User has read, understood and consented to the terms and conditions of this License. The User is not authorized to use the Products until the User has given the Licensor such consent.

9.3. The Payer shall specify the User when executing the Online Order or the Invoice, and provide the User's all requisite details. If the User is a legal entity, the Payer shall specify: the full exact name; registered address; taxpayer identification number, e-mail address. If the User is an individual, the Payer shall specify the full name including the surname, first name and middle name (where appropriate), registered residence address; taxpayer identification number, e-mail address; and, as the case may be, registration of the User as a sole trader. The Payer shall also provide the same details of the Payer.

9.4. If either the Online Order or the Invoice form does not contain any of the identification and contact details as set out above, or any or all of such details are untrue or invalid, the User shall not be deemed to have been authorized to use the Products.

9.5. Where any field in the Online Order form is insufficient for filling in the execution of such Online Order (including any purchase through a Distributor), the Payer shall indicate the User as PayerName for UserName", e.g. "John Doe (personal details) for ACME LLC (details)".

9.6. The Font Software (or the link to download the same) shall be sent to the User or the Payer at the contact e-mail address appearing in the Invoice. If the Payer provides the Payer's e-mail address to receive the Font Software, the Payer shall forward the e-mail to the User and delete any existing copy of the Font Software, including from the Payer's mail server, after obtaining the User's consent to the terms and conditions of the License.

9.7. The Payer hereby guarantees to the Licensor the User's full compliance with the terms and conditions of this License, and accepts full responsibility and liability to the Licensor for any of the User's infringements of the Licensor's exclusive right and for any use of either Product by any the User in any manner or extent not authorized by this License. The Payer and the User shall be jointly and severally liable to the Licensor for any such infringement. This obligation of the Payer shall remain in full force and effect throughout the entire period of effect of this License and three years thereafter.

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## 8. OBTAINING THE FONT

If you purchased the license through payment of the invoice, we will send you the font files by email within seven days after payment. (We usually do this on the day of payment or the next day).

If you purchased a license on our site, you will receive a link to download font files and a link to the license text.

## 9. THE USER AND THE PAYER

You can buy a license for another person (individual or legal entity), but you will not be able to use the font yourself on this basis. In this case, you are the Payer, and the person for whom you buy the license is the User.

You must share the license terms with the User with and obtain their consent to these terms. Otherwise, he has no right to use the font.

When purchasing a license, you must provide the necessary information about yourself and the User: Name, Address, VAT-ID, e-mail.

If you have not specified all or have specified incorrect data, the User cannot use the font.

If there are not enough fields on our website or on the distributor's website to enter information, use the fields that are available, such as: "John Doe (personal details) for ACME LLC (details)".

The font or download link will be sent to the e-mail address that you specify. If you specified your own e-mail address, you need to forward our email to the User and delete the font.

You are responsible for the fairness of the User. If the User violates the terms of the license, both the User and you will be responsible.

## 10. INDICATION OF THE AUTHOR AND COPYRIGHT HOLDER

If it is technically impossible or difficult to specify our copyrights, we allow you not to do so. For example, when using a font in a logo. If it is technically possible to specify the authors, you should do it. For example, in the output of a book or movie credits. Specify our copyrights as it is written in the invoice or as follows: "font name © Brownfox.org", for example: "Font Gerbera © Brownfox.org".

be given to the copyright holder in such language.

10.3. The User hereby authorizes the Licensor to use any work created by the User using of the Font or the Font Software as an example use of the Font in use in the extent justified by such purpose, in the Licensor's own portfolio, at any exhibition, performance etc. Such authorization shall be deemed to have been given from the moment the User has created any relevant work.

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11.2. The Font and the Font Software are provided "as is" without any express or implied obligation on the part of the Licensor, including commercial warranties and guarantees of suitability for any particular use. In no event shall the Licensor be liable for any loss or damage caused by the use or inability to use the Font and Font Software, or for the provision or failure to provide any support services related to the use of the Font and Font Software.

11.3. The Licensor's liability in all cases is limited to actual damage, provided that the amount of such damage does not exceed one thousand (1,000) rubles.

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13.1. The governing law applicable to this License as the License Agreement and to commerce in and legal protection of any relevant copies of the Font and any Glyph and the Font Software is the law of the Russian Federation.

13.2. Font Products are protectable as artwork and as software under the laws of the Russian Federation. Any use of either the Font Software or the Font as Glyphs and as graphic artwork by any person must therefore be duly authorized by the Licensor. Each of the Glyphs is an object of copyright protection.

13.3. The User consents to the above extent of protection of any font works even if the User's jurisdiction protects the Font Software only. The User understands that any use of the Font design not authorized by the Licensor, by any third party registered in any such jurisdiction may result in claims brought against any such third party, including claims in respect of export of relevant copies, commerce in products, or accessibility of such images via the Internet regardless of the location of the hosting server.

13.4. The place of issuance of this License and conclusion of the license agreement by way of acceptance of the offer shall be deemed to be in Moscow, Russian Federation.

13.5. The place of issuance of this License and conclusion of the license agreement by way of acceptance of the offer shall be deemed to be in Moscow, Russian Federation even where any use of the Font and/or the Font Software was authorized through a Distributor.

13.6. The competent courts at the location of the Licensor shall have jurisdiction over any matter related to this License and the license agreement. Any dispute related to the execution, existence or termination of the License and the license agreement or arising therefrom or related to the use of the Products by the User or the Payer outside the License shall be referred for resolution to the Moscow City *Arbitrazh* Court; Zamoskvoretsky District Court in Moscow, Russia; or Justice of the Peace Court No. 398 in the Zamoskvoretsky District in Moscow, Russia, depending on whether such dispute is subject to the jurisdiction of the *arbitrazh* court, district court, or justice of the peace court.

13.7. This License shall be interpreted to the effect that any use of either of the Products not expressly authorized by the License is expressly prohibited.

13.8. This License shall be interpreted to the effect that the Licensor is authorized to determine at the Licensor's sole discretion the extent of any use of any Product authorized by each type of license. Any other extent of any use authorized by any other license of the same name as may be issued by any other copyright holder, shall not affect the interpretation of this License. The User understands that any larger extent of any authorized use of either Product may be authorized to the User only for a larger license fee. The license fee, set in the Invoice or

We have the right to use your works as examples of font in use.

## 11. GUARANTEES

The Licensor (Gayane Bagdasaryan) has all the rights to grant you a license for the font. If our font does not work for you or does not work as you expected, the Licensor is not responsible for this and is not obliged to help you. (Usually we do respond to reports of technical problems, but the problem is always on the user's side. So before you write to us, try to solve the issue yourself).

In the worst case, the Licensor will pay you no more than 1000 rubles for the damage.

## 12. PURCHASE OF A LICENSE THROUGH DISTRIBUTORS

You can purchase a license for our fonts from distributors, but the terms of the license will be the same as with us. The distributor can't sell you a license on advantageous terms. If the distributor did not update the license in time, then the license terms that were published on our website at that time apply to your purchase.

## 13. GOVERNING LAW AND SETTLEMENT OF DISPUTES

The license is granted in Russia (Moscow) in accordance with the legislation of the Russian Federation. Even if you bought a license from a distributor, it is considered that you bought it in Moscow and are subject to Russian laws.

A font work is protected by the law of the Russian Federation as a work of graphics (Font) and as a computer program, software (Font Software). Therefore, both the designer and the designer's client must have a license. Even if in your country the font is protected by law only as a computer program, you should still consider the font in accordance with Russian law.

The law protects the entire font, and every glyph of the font in its entirety.

All legal disputes are resolved in Moscow.

Anything that is not explicitly allowed is prohibited.

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13.9. The User hereby represents that the User uses the Products as part of the User's professional or business activities not related to the User's personal or household needs or purposes.

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