

This end-user licence agreement is a legally binding contract between yourself or (if you represent a legal entity) a legal entity, and the legal entity Nor Eddine Bahha – NorFonts (herein as NF) for the use of font software associated with this agreement.

### **1. Licence agreement subject**

1.1. This non-exclusive licence grants the end user the rights to use the NF font software for personal or commercial purposes, but is in no way a contract for the sale of NF software or its part. Digital files downloaded into a user's computer contain NF font software, which remains under the intellectual and proprietorial ownership of NF. Besides the right of the user to use NF software, granted by this licence, all other rights such as the name of the NF font software, current trade-marks and business names, remain the property of NF. The structure, organisation of, and the software code of NF remain a trade secret and you agree to treat them as such.

1.2. The fonts, and all of their copies, are protected by the Bureau marocain du droit d'auteur (BMDA). All copyrights, trademarks and other rights belong to NF exclusively.

1.3. By purchasing, installing and using the NF font software, the user (or by proxy his or her employer) agrees to adhere to the conditions set out by this contract. This contract specifies a general agreement between the user and NF. Should the user not agree with these conditions, he or she must not install or use the NF font software.

### **2. NorFonts software installation**

2.1. The user may install and use the NF font software on five (5) computers in one (1) geographic location only. These computers may be connected and NF font software may be used for any number of outputs, but the font software may, for the purpose of permanent font setting in an output device, be placed into the memory (hard drive or RAM) of one (1) output device only. Should the user wish to place the NF font software on more than one output device, or install the NF font software on more than five computers, the user must purchase additional licences. The user must ensure that the installed NF font software is sufficiently protected against any means of unauthorized access from computer memory or against any other unauthorized use. The user may use fonts only in workstations (computers) and output devices (which may be laser or ink printers, or exposure units) which belong to the user.

2.2. The provided font software is configured for use in networks. The user may install the font software on one segment of a server for use on one local network for the purpose of one or other (but not both) of the following:

- permanent installation on a hard disk or other memory device of a maximum of five (5) computers and one output device
- use of the software over a network, under the circumstances that the software is not used on more than five (5) computers and one output device

2.3. Use of the NF font software on more than five (5) computers or one (1) output device is permitted only under the condition that the user has purchased the appropriate expanded licence.

### **3. Copying and transfer of licence**

3.1. The user may create one (1) copy of the NF font software for archive or backup purposes. It is mandatory to also copy any ownership rights and trademarks of the NF font software and mark this copy with the same characteristics containing all ownership and copyright rights or trademarks of the original NF media.

3.2. A copy of a font and a backup archive of the NF font software may be placed in a Cloud application, local desktop, notebook or mobile device, or a workplace server only under the circumstances that the user is the only owner of the backup, or that he has delegated the duty to maintain this backup to one person. The backup may not be maintained by more than one (1) user.

3.3. Unless stated otherwise, you may not copy, distribute or otherwise bestow fonts to third parties for their, or other, uses of the NF font software.

3.4. You may transfer all your rights of use of fonts to another physical or legal entity, under the conditions that the acquiring party accepts and agrees to the licence conditions and to the transfer of all obligations obligations to NF set out in this contract. The original user agrees to destroy all of his own copies of fonts and documentation including archive copies, and also agrees that he will not distribute or disseminate some or all parts of fonts online or by any other means.

### **4. Ownership and manipulation**

4.1. The user acknowledges the fact that NF font software is the intellectual property of NF. NF font software and all of its components are protected by ownership laws and remain the property of NF. The licence user must not modify or remove the name of the NF font software, signature of the author, ownership right and trademark present in all files.

4.2. The licence user may convert and install the NF font software in other formats for use by other means only under the following circumstances:

- the computer that NF font software will be installed or used on will be considered as one of the permitted number of computers
- the use of the converted NF font software must be in accordance with the conditions of this licence agreement
- the converted NF font software may be used only for the licence holder's internal needs and must not be in any way distributed or transferred

4.3. Imitating or giving consent to imitating NF font software or its components, or fonts similar to those of NF font software, or its components, is prohibited.

4.4. Embedding NF font software into electronic documents or Internet pages is permitted only in secure, read-only mode. The NF font software licence user must ensure that the recipients of electronic documents or web pages are not be able to extract NF font software from these documents, or use the embedded NF font software for adapting or creating new documents.

4.5. Making NF font software freely accessible and freely downloadable over the Internet through any means is prohibited.

## **5. Guarantee and liability**

5.1. NF guarantees that NF font software will work according to technical specifications for ninety (90) days after receipt. Should any fault to NF font software occur, the only means of correction by NF and liability of NF towards the licence user is repair or replacement of faulty parts of NF font software. The guarantee does not extend towards NF font software converted or modified by the licence user.

5.2. NF does not give any guarantee relating to the performance, results or sales consequent to the use of NF font software.

5.3. NF has no liability to replace NF font software to the user, or return the amount paid by the user, if the disfunction of NF font software occurred as a result of an accident, misuse or incorrect use, or if any NF product had been lost or destroyed due to theft, fire or negligence.

5.4. NF is in no way responsible towards the licence user or any other third party for any direct, indirect, secondary or accidental damages (including damages from loss of business, cessation of trade, loss of trade information and similar), caused by incorrect use or unqualified manipulation with NF font software, even if NF may have been made aware of the possibility of such damages

5.5. Should the user severely breach the contract, resulting in damages to NF, NF will apply claims for compensation and payment for such damages to the user.

## **6. Licence validity termination**

6.1. Should the user not agree to the statutes set out in this contract after the expiration of the guarantee period for any reason, or should he or she breach any condition of this licence agreement, NF reserves the right to immediately terminate the licence contract without any financial compensation. The user must then either return the NF font software and all of its associated components (media, original, software copies and all associated parts) to the licence provider, or destroy them and thus cease to use them.

6.2. The user will inform his or her employer, or any other persons with access to NF font software, copies and conditions of this NF font software licence agreement, of cessation of the license agreement, and will ensure strict adherence to the licence conditions.

## **7. General**

7.1. This NF font software licence agreement is governed by the laws of the Kingdom of Morocco. The user of the NF font software licence agreement confirms that he or she has read all statutes of this licence agreement, understood them and agrees to all obligations and conditions set out by this licence agreement.

7.2. The user furthermore agrees to inform any other persons with access to the NF font software to ensure that they act in accordance with the conditions of this contract.

## **8. eBooks extended licence**

8.1. The use of NF font software pertains to design, development, integration, implementation and publishing of electronic books in mobile devices. The user must ensure that embedded NF font software is sufficiently secured against any means of unauthorized access, extraction or other forms of use by third parties.

8.2. You may use NF font software for one to five (1-5) electronic books simultaneously for various mobile platforms (see Approved Formats). If the electronic book is identical for all platforms, one (1) mobile licence per electronic book is sufficient.

8.3. The NF font software must not be converted by the licence user and installed in other formats for use in other devices. NF font software formats are designed solely for use in electronic books and for display in mobile devices, and cannot be used for printing purposes or any other forms of use. You may utilise an online application during the process of designing an electronic book.

8.4. The NF font software is valid for for integration and font insertion into devices with the following valid formats:

- AZW, PDF, EPUB, BBeB, MOBI. If your device is not included in this list, it is not supported by this licence.

8.5. You may not use NF font software in formats not designated for mobile platforms (e.g. game platforms, operating systems, etc.).

**9. Mobile fonts extended licence**

9.1. The use of NF font software pertains to design, development, integration, implementation and publishing of Mobile applications for Mobile devices. The user must ensure that embedded NF font software is sufficiently secured against any means of unauthorized extraction from Mobile applications, or other forms of use by third parties. 9.2. You may use NF font software for one to five (1-5) Mobile applications simultaneously for various mobile platforms (see Approved Formats). If the Mobile application is identical for all platforms, one (1) mobile licence is sufficient.

9.3. The NF font software must not be converted by the licence user and installed in other formats for use in other devices. NF font software formats are designed solely for use in Mobile applications and for display in mobile devices, and cannot be used for printing purposes or any other forms of use. You may utilise an online application during the process of designing an application.

9.4. The NF font software is valid for integration and font insertion into devices with the following operating systems:

- OS: iOS, Android, Windows Phone, Blackberry, Palm OS, WebOS, Symbian. If your mobile device is not included in this list, it is not supported by this licence.

9.5. You may not use NF font software in formats not designated for Mobile devices (e.g. game platforms, operating systems, etc.).

**10. Web fonts extended licence**

10.1. The use of NF font software pertains to own designs of personal or commercial web pages and for making fonts, together with your webpage, accessible for display on a web server. The user must ensure that embedded NF font software is sufficiently secured against any means of unauthorized extraction from web pages, or other forms of use by third parties.

10.2. The licence for the NF font software differs according to the number of views of the web pages per month. The basic licensed number of web page views is 10.000 per month. If this number is exceeded, a licence with the appropriate number of monthly web page views must be purchased.

10.3 You may use the NF font software on one to five (1-5) domains (URL). This encompasses appropriate domain names with various suffixes, providing they display identical content. The user must not use NF font software for sub-domains, whose content he or she does not administer, or which are administered by another person.

10.4. The NF font software must not be converted by the licence user and installed in other formats for use in other media. NF font software formats for creating web content are designed solely for use in web pages, and cannot be used for printing purposes or any other forms of use. You may utilise an online font preview application during the web page design process.