

This summary is intended to give you an overview of our TEST License.

By downloading the File, by accepting the license, by installing or using the File or the Font, the user does not become the owner of the Font or of the File nor of the rights to the Font or the File. There is no act of "purchase" or "sale" of the File or the Font. The user acquires only an authorization to use the Font or the File under the conditions and within the limits provided for in the TEST License. Bureau Brut remains the sole owner of the rights to the File and the Font.

For the purposes of this TEST License, the Font has only a reduced set of font characters:

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
0123456789&.,-'/()*

The TEST License authorizes:

- the installation of the File only on a fixed station and a laptop belonging to the holder of the TEST License;
- the users, under certain specific conditions, to provide the Font File to their developer for the web integration done on their behalf;
- the testing of the Font on the following media, provided that these media are never publicly released:
 - on paper [books, brochures, letterhead, newspapers, logos, etc.];
 - within websites [web font in .eot, .woff, .woff2 formats];
 - in mobile or tablet applications [iOS, Windows Mobile and Android operating systems];
 - within digital books [Kindle Azw, PDF, ePub, Broadhand eBooks, Mobipocket formats].

The TEST license authorizes the use of the font exceptionally within:

- presentations internal to a company or organization;
- a presentation to a customer or prospect;
- a non-commercial student work presented in an educational setting in a school or university.

In these cases, the user must mention the name of Bureau Brut and more generally show all indications necessary for the identification of Bureau Brut as holder of all rights attached to the font.

Some examples of what is not allowed:

- ✗ delete the mention "TEST";
- ✗ open the Font File in a character creation program and re-export or save it;
- ✗ edit the File of the Font;
- ✗ add glyphs or font characters to the Font;
- ✗ develop the Font in another language;
- ✗ rename the Font File or convert or modify its format;
- ✗ resell, rent, lend, give, distribute, make available to the public or sublicense the license or the Font File;
- ✗ convert the File's format.

What you need to know:

In case of failure of the user to comply with any of these obligations provided for in this TEST License, Bureau Brut may request to regularize the license within 10 days, and, if necessary, Bureau Brut may:

- cause the termination of the TEST License;
- ask for compensation for the consequences of the breach of contract;
- request the immediate destruction of any copy of the File, of all documents, media, applications, site, etc. containing the Font and/or the File and to bring proof of this to Bureau Brut upon first request.

Bureau Brut excludes all liability on any basis whatsoever under this TEST License, with respect to the Font and/or the Font File, and makes no warranty of any kind in these regards.

This summary is not contractual. Only the complete license detailed below has contractual value between the parties.

This license agreement (the “TEST License”) is concluded between the User (any person who downloads and/or installs the File of a Bureau Brut Font or any person who accepts the TEST License) and Bureau Brut, a simplified joint-stock company, with a share capital of 3,000 euros, registered within the Trade and Companies Register of Toulouse under number 815 351 788, whose registered office is 66 rue Louis Vitet, 31400 Toulouse, France.

1. Definition

1.1. “Font” designates a character font created by Bureau Brut as well as each of the typographic characters composing it, in the broad sense of the term, i.e. including all glyphs, ornaments, numbers and/or signs. A Font corresponds to a single style (e.g.: Regular, Italic, Bold, etc.) of a complete character font. Under this TEST License, the Font contains only a reduced set of font characters and the full set of font characters is only visible in a PDF document.

1.2. “File or Font File” refers to the software that integrates a Bureau Brut's Font and enables the generation of the typographic characters of the Font, these characters being incomplete within the scope of this TEST License, it being specified that the Font software may also include the associated documentation (information, functionalities and technical documentation related to the Font File provided on Bureau Brut's site and enabling its use).

2. Font and file protection

2.1. The Font is protected, in particular by intellectual property rights (especially copyright) belonging to Bureau Brut as well as by contract law and common liability law.

2.2. The File is protected, in particular by intellectual property rights (especially copyright specific to software) belonging to Bureau Brut as well as by contract law and common liability law.

2.3. BY DOWNLOADING THE FILE, BY ACCEPTING THE TEST LICENSE OR BY INSTALLING OR USING THE FILE OR THE FONT, THE USER DOES NOT BECOME THE OWNER OF THE FONT OR OF THE FILE NOR OF THE RIGHTS TO THE FONT OR THE FILE. THERE IS NO ACT OF “PURCHASE” OR “SALE” OF THE FILE OR THE FONT. THE USER ACQUIRES ONLY AN AUTHORIZATION TO USE THE FONT OR THE FILE UNDER THE TERMS AND CONDITIONS AND WITHIN THE LIMITS PROVIDED FOR IN THE TEST LICENSE. BUREAU BRUT REMAINS THE SOLE OWNER OF THE RIGHTS TO THE FILE AND THE FONT.

3. Purpose of the TEST License

The purpose of the TEST License is to grant the User a non-exclusive right to use the File and the Font under the terms and conditions and within the limits set forth below and solely for the purpose of testing the File and/or the Font to the exclusion of any other commercial or non-commercial purpose or use.

4. Scope of the TEST License

4.1. Bureau Brut grants to the User, subject to the full respect of the TEST License, an authorization of use exclusively for the purpose of testing the File and/or the Font to the exclusion of any other commercial or non-commercial purpose or use.

4.2. Under the TEST License, the Font contains only a reduced set of font characters and the full set of font characters is only visible in a PDF document.

4.3. The TEST License authorizes the installation of the File only on a fixed station and a laptop belonging to the holder of the TEST License.

4.4. The TEST License is non-transferable and without the right to sub-license the Font or the File to third parties.

However, the User is authorized to provide the File to a developer of websites or mobile/tablet applications in order for the latter to integrate, on the User's behalf, the Font within websites or mobile/tablet applications in the formats and under the terms

authorized by the TEST License.

In this case, this use is only allowed:

- if it is limited in time to what is strictly necessary to carry out the aforementioned operations;
- if the User provides his or her developer with a copy of this TEST License and informs him or her especially of these terms and conditions;
- if the User ensures that the developer permanently deletes the File after the use on behalf of the User and never uses the File or the Font without the prior and express authorization from Bureau Brut.

4.5. The TEST License authorizes the testing of the Font on the following media, provided that these media are never publicly released (except for distribution as part of non-commercial student work presented in an educational setting within a school or a university, or distribution as part of an internal presentation within a company or an organization or to a client or prospect):

- Print: use of the File and of the Font for test purposes for the elaboration of printed documents, books, newspapers, magazines, packaging.

- Web: use of the File and of the Font for test purposes as a web font in .eot, .woff, .woff2 formats for a use on a website not freely accessible to the public, enabling the display of the typographic characters of the Font on screen only, regardless of the terminal used (computer, telephone, tablet, etc.). For this type of use, the File may be downloaded onto a server accessible only by the User and his or her web developer under the conditions provided above.
- App: use of the File and of the Font for test purposes in mobile or tablets applications not freely accessible to the public, for the purpose of displaying the typographic characters of the Font on screen when running the applications on mobile terminals used through the use of the iOS, Windows Mobile and Android operating systems, it being specified that Bureau Brut reserves the right to amend the list of operating systems for mobile terminals subject to informing the User at least thirty calendar days prior to such change.

- ePub: use of the File and of the Font for test purposes to create digital books which are not made available to the public integrating the Font in Kindle Azw, PDF, ePub, Broadhand eBooks, Mobipocket formats to enable the display of the Font's typographic characters on screen.
- These documents and test media must be deleted before using the full Font under a final License.

With respect to all of these permitted uses, the TEST License is not limited in time provided that all of the terms and conditions of this TEST License are complied with.

The territory covered by the TEST License is limited to the territory or territories where the tests are performed.

When the Font is released to the restricted audiences authorized by this TEST License (non-commercial student work presented in an educational setting within a school or a university or distribution as part of an internal presentation within a company or an organization or to a client or prospect), the User must mention the name of Bureau Brut and, more generally, make appear all information necessary to identify Bureau Brut as the owner of all rights attached to the Font.

In all cases, the User undertakes not to remove the mentions appearing in the File.

5. Prohibitions and limitations of the TEST License

5.1. The TEST License does not authorize the User to:

- make public uses of the Font and/or the File other than those expressly authorized by this TEST License;
- open the File in a character creation software and re-export it or save it;
- modify, distort, customize the File or the Font using a character design software without

prior and express authorization from Bureau Brut. In particular, except with the prior and express authorization of Bureau Brut, the User is not authorized to modify the Font or the typographic characters composing it by creating for instance additional weights, by modifying or deleting existing glyphs, metrics, spacing and kerning, nor to allow any third party to do so. In case of authorization by Bureau Brut, any modification, distortion or customization of the File or the Font by the User shall be the exclusive property of Bureau Brut;

- add glyphs or typographic characters;
- develop the Font and/or the File in another language;
- rename the File;
- delete the mention “TEST” in the name of the Font and/or the File;
- convert the format of the File;
- resell, rent, lend, give, distribute, make available to the public or sub-license this TEST License or the File or allow any third party to do so;
- use the Font or the File for commercial use of the File and/or the Font itself and focused solely on the design and shape of the typographic characters of the Font: for instance, create a merchandising product based on the theme of the alphabet or of the letters using the typographic characters of the Font or a logo or slogan where the typographic characters are the main visual element;
- except as expressly authorized by this TEST License, copy or allow any third party to copy the File and/or the Font;
- to proceed to the reverse engineering, to the decompile, disassemble, tamper with or attempt to access the source code of the File, nor to allow any third party to do so; in the case where Bureau Brut gives the User the authorization to proceed to one of the acts mentioned in this paragraph, any modification will become and remain the exclusive property of Bureau Brut and the User will not be able to market, lend or transmit these modifications or additions to the File to any third party, nor to allow any third party to do so.
- 5.2.** Any right or use not expressly authorized by the TEST License is reserved by Bureau Brut and is therefore not permitted to the User without specific, express and written authorization from Bureau Brut.
- 5.3.** Under no circumstances may the User consider that it is the owner of the File or of the digital files that Bureau Brut makes available to the User. The physical control of the File or of the files is only granted to the User in order to enable the User to enjoy the rights granted subject to the authorization granted and are only accessory to this TEST License.

6. Specific commitments of the User and guarantees of the User

6.1. The User warrants that he or she has the legal capacity to consent to this TEST License and that he or she has read and understood the TEST License. The User acknowledges that by downloading or using the File or the Font, the User agrees to be bound by the terms of the TEST License.

6.2. The User warrants that the members of his or her legal entity (employees, agents, executives, etc.) as well as any service provider who may use the File or the Font on the User's behalf are informed and have accepted the terms and conditions of the TEST License. The User warrants that such persons agree to be bound by these terms and conditions before using the File or the Font.

In the event of use of the File or the Font not authorized by this TEST License by the User and/or by the persons mentioned in the previous paragraph, the User acknowledges that he or she is fully liable to Bureau Brut and undertakes to compensate it in this respect.

The User guarantees Bureau Brut against any communication to the public and/or reproduction, in particular in the form of a copy of the File outside the scope of the

TEST License and acknowledges that he or she shall be solely liable in the event of a communication to the public, a reproduction and/or an extraction of the File, in particular by end users who are not authorized to access and use the File other than in executable form.

7. Exclusion of liability and exclusion of warranty by Bureau Brut

Bureau Brut excludes all liability on any basis whatsoever under this TEST License, with respect to the Font and/or the File and makes no warranty of any kind in these regards.

8. Control of the respect of the TEST License

8.1. Bureau Brut reserves the right to proceed or to have proceeded by any auditor of its choice to an audit of the User in order to verify the User's compliance with the TEST License. Bureau Brut shall notify the User in writing at least five (5) working days in advance. This audit shall cover compliance with the rights and obligations of the User under this TEST License, in particular with respect to the use of the File and the Font. The User undertakes to collaborate in good faith with the auditor and to facilitate the audit by providing the auditor with all necessary information, by allowing him access to his or her premises, and by responding to the auditor's requests. The parties already agree that these full and complete collaboration and communication are a determining condition for Bureau Brut to enter into this TEST License, so that it shall take place upon first request and without any refusal. Failure to provide all necessary information within five (5) working days from the beginning of the audit may entitle Bureau Brut to suspend the execution of this TEST License or to request the termination of this TEST License under the conditions set forth in Article 9.

8.2. It is specified that in case of appointment of an external auditor, this auditor must be subject to an obligation of confidentiality relating to its mission.

8.3. Should the audit reveal a breach by the User of his or her contractual obligations, the User shall reimburse Bureau Brut for the costs of the audit and shall remedy at his or her sole expense, within the reasonable time limit set by Bureau Brut, the breach noted by the auditor, and this, without prejudice to the decision that Bureau Brut may take on whether or not to continue the TEST License under the conditions provided for in Article 9, and without prejudice to any damages that Bureau Brut may request.

8.4. The right of audit provided for in this Article may be exercised by Bureau Brut during the entire duration of the TEST License and six months after its end.

9. Penalties for breach of contract and end of the TEST License

9.1. In the event of breach by the User to comply with any of his or her obligations under this TEST License in Articles 2, 4, 5, 6 and 8, Bureau Brut may:

- force the execution of the obligation;
 - ask the User to regularize the situation by subscribing to a final license corresponding to the exploitations and uses made or to be made by the latter;
 - cause the termination or resolution of the TEST License;
 - claim compensation for the consequences of breach of contract.
- Sanctions that are not incompatible may be cumulative and damages may always be added.

9.2. Concerning the option of termination, the parties agree to the following termination clause: in the event of failure by the User to comply with the obligations mentioned in Article 9.1, the TEST License shall be automatically and ipso jure terminated (at the discretion of Bureau Brut) to the User's wrongs and grievances fifteen days after Bureau Brut has served the User by registered letter with acknowledgement of receipt a formal notice, which has remained

without effect, to perform his or her obligations, without prejudice to any damages and interest, without any other formality, in particular judicial. When the damage caused by the non-performance and/or the behavior of the User is irremediable and/or not reparable in kind, Bureau Brut may automatically and ipso jure terminate the contract without prior formal notice. The termination shall take effect two working days following receipt of the notice of termination by Bureau Brut by registered letter with acknowledgement of receipt, without any other formality, in particular judicial.

12.[3]. In the event of the end of the TEST License for any reason whatsoever, the User is required to immediately destroy all copies of the File, all documents, media, applications, site, etc. containing the Font and/or the File and to provide proof thereof to Bureau Brut upon first request.

12.[4]. In the event of the end of the TEST License for any reason whatsoever, the User must immediately cease using the File or the Font. In all cases, the User undertakes to delete the File and, if he or she has made one, the backup copy of the File, from the server, the computer or more generally any storage space on which the File and/or the backup copy of the File are kept. The User is informed that keeping the File and/or the backup copy of the File after the end of the TEST License constitutes a breach for which the User may be prosecuted.

10. Transfer

10.[1]. The TEST License is personal, and the User may not assign it or transfer it to a third party, without prejudice to the cases expressly provided for in this TEST License where the use of the File by a third party is authorized, subject to compliance with the conditions provided for in this TEST License.

10.[2]. Bureau Brut may transfer at any time the obligations resulting from this TEST License to the individual or legal entity of its choice.

11. Agreement on means of proof

The data from Bureau Brut's IT tools have evidentiary value between the parties. The User accepts in particular that Bureau Brut collects the IP addresses and the login data of the stations connecting to its website, in particular for the purposes of access control, of the respect of Bureau Brut's rights and as proof of any violation of the TEST License or of Bureau Brut's rights.

12. Personal data protection

12.[1]. Bureau Brut may process the User's personal data for the purposes of the execution of this License.

12.[2]. Bureau Brut is notably processing the surnames, first names and postal and electronic contact information of Users as well as login data enabling the traceability of the User and of the computer stations that connect to its website and/or to the personal space of the bureaubrut.com website (date, time, IP address, parameters of the visitor's computer, page(s) consulted, browser used, e-mail address, logs, etc.).

12.[3]. Concerning the User's e-mail address, his or her password, login data collected through Internet browsers and Bureau Brut's IT tools, their collection is mandatory insofar as they are necessary to trace the User and the computer stations that connect to Bureau Brut's website and/or the personal space on the bureaubrut.com website.

12.[4]. The consequences of refusing collection where it is mandatory vary depending on the situation. These will mainly be the impossibility to access the File of the Font.

12.[5]. The data collected by Bureau Brut are processed for the following purposes:

- access, provision and use of the User's personal space on the bureaubrut.com website;
- carrying out commercial prospecting operations;
- monitoring customer relations and improving the personal space of Users on the bureaubrut.com website (in order to improve,

for example, the quality of the site's display or to allow the User to remain connected to his or her session);

- statistics;
- management of the TEST License and control of its respect;
- User information on new Fonts offered by Bureau Brut, new Files, new formats, new products or services of Bureau Brut;
- sending alerts to inform the User of updates to the bureaubrut.com website;
- satisfaction surveys on Bureau Brut;
- audit and control of the use of the Fonts and the Files;
- identification of any person who would cause damage to Bureau Brut;
- management of complaints and disputes, management of the exercise of the rights of the data subject (right of access, right to object, right to erasure, right to rectification, etc.).

12.[6]. Bureau Brut takes all reasonable precautions in order to guarantee the confidentiality, the integrity and the security of the data that the User communicates to it in the context of the conclusion and/or execution of the TEST License and/or that Bureau Brut collects via its own tools or tracers, in particular on the User's personal space. Although Bureau Brut undertakes to implement physical, administrative and technical measures to prevent the collected data from being distorted, damaged or to prevent unauthorized third parties from having access to it, their total integrity cannot be guaranteed. It is the User's responsibility to take all appropriate measures to minimize the damaging consequences related to a possible loss of data available on the personal space or any security breach. In particular, the User must ensure that the codes allowing access to the personal space dedicated to the User are kept confidential.

12.[7]. When registering, the User is led to choose personal and confidential access codes, used to identify the User. The User must ensure that they remain confidential. He or she undertakes not to communicate these data. The User undertakes to ensure that the confidentiality of the access codes is respected by the User. The loan, sharing, transfer or sale of access codes are prohibited and will not be enforceable against Bureau Brut.

12.[8]. The User is responsible for the use of his or her account. Any connection or transmission of data and/or the File made via his or her account will be deemed to have been made under his or her exclusive responsibility, unless proven otherwise. The User also undertakes to inform Bureau Brut without delay of any loss, theft or unauthorized use of his or her personal space and/or access codes so that Bureau Brut can take any appropriate measure to remedy the situation.

12.[9]. The data controller is Bureau Brut, a simplified joint stock company with a share capital of 3,000 euros, registered within the Toulouse Trade and Companies Registry under number 815 351 788, whose registered office is 66 rue Louis Vitet, 31400 Toulouse, France.

12.[10]. Bureau Brut undertakes never to disclose the personal data that it processes, except with the express permission of the User or in very special circumstances, such as those contemplated hereunder:

- Bureau Brut may be required by law, in the context of legal proceedings, litigation and/or a request from public authorities, to disclose personal data.
- Bureau Brut may disclose such data if it believes that for national security, law enforcement or other public interest purposes, disclosure is necessary or appropriate;
- Bureau Brut may also disclose personal data if it considers that such disclosure is reasonably necessary to enforce compliance with the TEST License entered into with the User or to prove its non-performance.
- Finally, in case of restructuring, merger or transfer, Bureau Brut may transfer all personal data it processes to the third party concerned.

12.[11]. The User has rights relating to the implemented data processing. These include the right of access to data concerning the User, the right to request the rectification or erasure of such data or the restriction of the processing (subject to certain conditions), the right to object to the data processing (it being specified that the exercise of this right may result in the impossibility of using the File and/or the Font), the right to object to direct marketing and the right to define instructions for the storage, erasure and communication of his or her personal data after his or her death. Subject to complying with the conditions set by the law, the User may exercise these rights by writing to Bureau Brut at the following e-mail address: bonjour@bureaubrut.com or at the postal address of Bureau Brut indicated above.

12.[12]. Personal data are never hosted or transmitted outside the European Economic Area without the User's prior information.

12.[13]. The personal data are kept for three years after the end of the TEST License.

13. Miscellaneous

13.[1]. The fact that either party has not required, temporarily or permanently, the application of any provision of this TEST License shall not be considered as a waiver of the rights held by that party.

13.[2]. If any of the provisions of this TEST License or any part thereof is invalid under any applicable regulation or law or as a result of a court decision that has become final, it shall be deemed to be unwritten and replaced by one or more valid provisions that are consistent with the intention of the parties. However, it shall not invalidate the TEST License nor the clause only partially concerned. The other clauses shall remain in force as long as the economy of the TEST License is not modified.

13.[3]. Each of the parties undertakes to inform the other party of any substantial change in its situation (in particular address, bank details, transfers, etc.).

14. Applicable law and jurisdiction

14.[1]. The TEST License is established, submitted and interpreted in accordance with French law. The User expressly agrees that the United Nations Convention on Contracts for the International Sale of Goods is hereby excluded.

14.[2]. Before any referral to a court, each party undertakes to inform the other party of any difficulty, by registered letter with acknowledgement of receipt, and to try to find an amicable solution. If the attempt to find an amicable solution fails, ANY DISPUTE RELATING TO THE VALIDITY, INTERPRETATION OR PERFORMANCE OF THE TEST LICENSE WILL BE SUBJECT TO THE EXCLUSIVE JURISDICTION OF THE COMPETENT COURTS OF PARIS, SUBJECT TO THE MANDATORY PROVISIONS OF APPLICABLE LAWS AND REGULATIONS.

15. Languages

15.[1]. The text of the TEST License is available in French and English language.

15.[2]. In case of contradiction between the two versions, the French language version will prevail over the English language translation.