

TRIAL LICENSE (LICENSE AGREEMENT)

This agreement is a public offer (proposal) of the Individual Entrepreneur Denis Rodionovich Serebryakov, hereinafter referred to as the "Licensor", to individuals and legal entities to conclude this license agreement (hereinafter referred to as the Agreement) on the terms and conditions set forth below.

1. DEFINITIONS OF TERMS

In the text of this Agreement, the following terms have the following meanings:

- 1.1. A font is a copyrighted work of graphics, consisting of Font Characters, that is expressed in a font file. The author of the Font is Serebryakov Denis Rodionovich.
- 1.2. Signs of the Font are separate images of letters, numbers and other symbols, made in the same style and included in the Font.
- 1.3. Font Software (Font Software) is a computer program protected, including by copyright, whose operation is intended for displaying and further using the Font.
- 1.4. Font Complex - collectively referred to as Font and Font Software.
- 1.5. Licensor - Individual Entrepreneur Denis Rodionovich Serebryakov, who is the owner of the exclusive right to the Font Complex and a party to this Agreement.
- 1.6. Licensee means an individual or legal entity to whom the Licensor grants the right to use the Font Complex under this Agreement.
- 1.7. Site - a set of software and hardware for computers (web pages), providing the publication for public viewing of information and data, united by a common purpose, located at a unique address on the Internet: <http://www.serebryakov.com>, owned by the Licensor.
- 1.8. Territory - the territory of all countries of the world.
- 1.9. Means of individualization - a designation (trademark, logo, slogan, etc.) designed to identify a person, product and / or service, as well as aimed at attracting attention, artistic design of the product and / or service.
- 1.10. Informational text - text (information) of an informative nature, not intended in any way to identify the Licensee, its product / service, and also not aimed at attracting attention, artistic design of the product / service.
- 1.11. Printing products - products (non-periodical non-serial publication, product packaging, etc.) aimed at identifying the Licensee, his goods / services among others on the market.
- 1.12. An audiovisual work is a work consisting of a fixed series of interconnected images (with or without sound accompaniment) and intended for visual and auditory (if accompanied by sound) perception with the help of appropriate technical devices.
- 1.13. Outdoor advertising - graphic, text or other information of an advertising nature, which is placed on special temporary or stationary structures (billboards, shop windows, signboards, outdoor posters, fences, signs, banners, etc.) located in open areas, as well as on the external surfaces of buildings, structures, on elements of street equipment, above the carriageway of streets and roads or on them, vehicles, as well as inside points of sale, trading floors of shops / spaces of shopping centers.

1.14. Advertising and souvenir products - products used as gifts, prizes, handouts, etc., with the application of Personalization Tools on the product itself or its packaging.

1.15. An electronic computer (computer) is a set of technical, hardware and software tools designed for automatic processing of information, calculations, automatic control (personal computer, mobile phone, game console, etc.).

2. SUBJECT OF THE CONTRACT

2.1. Under this Agreement, the Licensor grants the Licensee the right to use the Font Complex in the manner, in the manner and on the Territory provided for in this Agreement.

2.2. The right to use the Font Complex is granted without payment of a license fee and for a period of 5 (five) calendar days (hereinafter referred to as the Trial Period). The trial period starts from the moment the Font Complex is sent to the Licensee.

2.3. Bringing the text of this Agreement to the Licensee through the Site is a public offer of the Licensor in accordance with the norms of paragraph 2 of Art. 407 of the Civil Code of the Republic of Belarus (hereinafter referred to as the Civil Code).

2.4. The conclusion of this Agreement is made by accession, i.e. through the acceptance (acceptance) by the Licensee of the terms of this Agreement in full, without any conditions, exceptions and reservations in accordance with the norms of Art. 398 GK.

2.5. The fact of the Licensee's accession to this Agreement is the fact of receipt of the Font Complex by e-mail.

2.6. The Licensor guarantees that it is the owner of the exclusive right to the Font Complex.

2.7. This Agreement grants a simple, non-exclusive license.

3. ORDERING ON THE SITE

3.1. The specific name of the Font Complex is indicated on the Site during the ordering process.

3.2. After placing an order, the Licensee receives a notification letter to the email address specified by him, which is an integral part of this Agreement and contains information about (including, but not limited to):

- Date and time of the order.
- The name of the requested Font Complex.
- Font software files.
- File with the text of this Agreement.

3.3. Acceptance of the offer (accession to this Agreement) is the fact of sending a notification to the Licensee.

3.4. The Licensee is solely responsible for providing complete and accurate information required to place an order on the Site. If the Licensee provides incomplete or inaccurate data, or the order is placed in favor of Third Parties, the Licensee is not considered to have received the rights to the Font Complex. And the Licensor has the right to refuse to grant the Site user (Licensee) the right to use the Font Complex.

4. PROCEDURE AND ALLOWED WAYS TO USE THE TYPE COMPLEX

- 4.1. The Licensee has the right to use the Font Software for installation on a personal computer, only for the purpose of reviewing and verifying (testing) the technical and aesthetic characteristics of the Font Complex.
- 4.2. The Licensee may install the Font Software only on one personal computer for its own use.
- 4.3. The Licensee is entitled to use the Font only during the Trial Period (5 calendar days). At the end of the Trial Period, Licensor agrees to delete its copy of the Font Software.
- 4.4. The use of the Font Complex by the Licensee is allowed in the Territory.
- 4.5. Acquisition of a larger number of such "Trial" Licenses does not increase the specified limits on the use of the Font Complex.
- 4.6. The Licensor grants the Licensee the right to use the Font Complex without specifying the name of the author and copyright holder (Licensor).
- 4.7. In order to exercise the right to use the Font, the Licensee is entitled to use the installed Font Software only in the ways specified in this Agreement.
- 4.8. The Licensee undertakes to ensure that the installed Font Software is properly protected against illegal copying. Failure to provide protection, as well as insufficient protection of the Font Software, is the risk of the Licensee and entails liability for the resulting violation of the rights of the Licensor.

5. EXCLUDED USE OF THE FONT COMPLEX

- 5.1. The Licensee is not entitled to use the Font Complex in any other way not specified in Article 4 of this Agreement.
- 5.2. Under this Agreement, the right to use the Font Complex is granted only to the Licensee. The Licensee may not sell, assign or otherwise transfer such right to third parties.
- 5.3. The Licensee is not entitled to process the Font Complex: change the character composition, modification and/or influence in any other way on the Font Software file and/or the Font. The Licensee is not entitled to create works derived from the Font Complex. The Licensee is not entitled to process individual Characters of the Font, unless otherwise expressly provided for by the relevant type of license.
- 5.4. The Licensee is not entitled to use the Font Complex at the end of the Trial Period.
- 5.5. The Licensee is not entitled to use the Font Complex in its commercial activities or to publicly display the Characters of the Font without acquiring the appropriate additional Basic License.
- 5.6. The Licensee is not entitled to embed Font Characters in documents in a scalable form for the purposes of internal workflow without the right to publish them widely and bring them to the public. Such documents must be intended for viewing or printing (Print&Preview mode) and must not be edited (Font software cannot be extracted from them). For these purposes, it is necessary to purchase a "Basic" License.

5.7. The Licensee is not entitled to use the Font in the design of websites either in bitmap format or by connecting via @font-face. To do this, you must purchase a Web License.

5.8. The Licensee may not use the Font to prepare images for publication on social networks. To do this, you need to purchase a Social Networks License.

5.9. The Licensee may not use the Font in its own Promotional Products. For this, you need to purchase a Goods and Printing License.

5.10. The Licensee is not entitled to use the Font in the Informational Text in the Printed Products. To do this, you need to purchase a Goods and Printing License.

5.11. The Licensee is not entitled to use the Font in hard copies. To do this, you must purchase a Publishing License.

5.12. The Licensee is not entitled to use the Font in the design of its own signboards, shop windows, office plates, signs, advertising banners, etc. To do this, you need to purchase an Outdoor Advertising License.

5.13. The Licensee is not entitled to use the Characters of the Font as part of the Personalization Tools, regardless of whether such a designation is registered or not. Information inscriptions made using the Font also cannot be used in the registered Individualization Tool.

5.13.1. The Licensee understands that registration of Personalization Tools made using the Font Complex without purchasing the corresponding additional Logo License will be considered a violation of the Licensor's exclusive right.

5.14. The font cannot be used on the packaging of the product, in which it has the greatest value. Within the framework of this Agreement, the Font may be used exclusively in the Informational Text. To use the Font on the packaging of the product, in which it has the greatest value, you must purchase the Logo License.

5.15. It is prohibited to install and/or copy the Font Software to a server, provide network access to the Font Software. To use the Font Software on an internal server, in local, private and private networks, as part of web applications with restricted access, you must purchase a Server License.

5.16. The Licensee is prohibited from providing services/performing works for the benefit and/or order of Third Parties. In the case of the provision of such services / performance of work, Third Parties are not entitled to use the Font Complex in any way without acquiring an independent license.

5.17. The person using the Font, as well as its copies (copies) created with each reproduction of the Font Signs, is obliged to acquire the appropriate type of license, except for cases of exhaustion of rights in relation to the copy legally put into circulation.

5.18. The Licensee is not entitled to use the Font Complex in ways that imply the following types of licenses:

— "Basic" license – a license for the use of the Font complex by users of personal computers for commercial activities.

— "Web" license – a license for displaying the text content of the site in Font using the @font-face css instruction.

— License "Application" - a license for using the Font Complex in mobile applications or computer programs, except for video games.

- License "Logo" - a license to use the Font as part of any Personalization Tool for a person, product and / or service: trademark, logo, slogan, etc. (with the right to register such a means of individualization), as well as, if necessary, modification of individual Characters of the Font to create means of individualization.
- Social Networks License – a license to use the Font Complex for creating accounts and publishing on social networks, if the total number of account subscribers exceeds 25,000 users.
- "Video" license - a license for using the Font Complex for designing video broadcasts when broadcasting on the air, via cable or on the Internet (including on the basis of YouTube video hosting), as well as for displaying titles and other inscriptions in audiovisual works.
- "Goods and Printing" license – a license for using the Font Complex for typing informational inscriptions in Printing products distributed with a circulation of more than 1000 copies both by the Licensee itself and by third parties on his behalf, for a fee or free of charge, as well as in his advertising and information materials.
- License "Outdoor Advertising" - a license for using the Font in advertising and information materials on billboards, shop windows, posters, fences, signs and banners, streamers, electronic screens and scoreboards, vehicles, etc.
- License "Publisher" - a license to use the Font Complex for the creation, publishing and / or publication of printed publications, as well as electronic books. In the case of printed publications, if the number of copies of the publication exceeds 500 copies.
- License "Electronic Advertising" - a license for using the Font Complex, embedded in the Print&Preview mode, outside the Internet resource hosting the Font Software: in email mailings with downloadable Fonts, in scalable 5html advertising banners.
- License "Electronic Documents" - a license for embedding the Font Software (its part) into electronic documents, as well as for bringing such documents to the public.
- "Video Games" license - a license for using the Font Complex in video games (games using images generated by electronic equipment - a game console, and displayed on the screen of a device of any type).
- "Server" license - a license required to use the Font Software on an internal server, in local, private and private networks, as part of web applications with restricted access.

6. DIRECTION OF THE TYPE COMPLEX COPY

6.1. After placing an order on the Site, an email with Font Software files, a file with the text of this Agreement, as well as a notice of placing an Order is sent to the email address specified by the Licensee.

6.2. The Font, which is a graphic work, is included in the Font Software, and therefore, a copy of the Font is not sent.

6.3. The Licensor's obligation to transfer a copy of the Font Complex is considered fulfilled at the time of sending a letter with files and notification to the e-mail address specified by the Licensee.

7. PERSONAL DATA

7.1. By acceding to this Agreement, the Licensee gives his consent to the processing of his personal data by the Licensor.

7.2. The collection and processing of personal data is carried out by the Licensor for the purpose of concluding and executing this Agreement, accounting for licenses and license fees, monitoring the legality of the use of intellectual property and the scope of such use, processing applications on the Site, promoting the Licensor's intellectual property on the market through direct contacts using means of communication, as well as the direction of e-mail newsletters.

7.3. The processing of personal data is carried out by the Licensor in accordance with the norms of the current legislation of the Republic of Belarus, as well as the Privacy and Personal Data Processing Policy of the Site, located at:

<https://serebryakov.com/privacy-policy/>.

8. RESPONSIBILITIES OF THE PARTIES AND RESOLUTION OF DISPUTES

8.1. For improper performance of the terms of this Agreement, the parties are liable in accordance with the current legislation of the Republic of Belarus.

8.2. The Party that has not fulfilled or improperly fulfilled its obligations under this Agreement is obliged to compensate the other Party for all losses incurred by it.

8.3. The Parties are released from liability for full or partial failure to fulfill obligations under this Agreement, if such failure is the result of force majeure (force majeure), including riots, prohibitive actions of the authorities, natural disasters, fires, disasters, failures in telecommunications and electrical networks, actions of malicious programs, as well as dishonest actions of third parties aimed at obtaining unauthorized access or disabling the Site.

8.4. All disputes or disagreements that may arise from this Agreement or in connection with it, if it is impossible to resolve them through negotiations, shall be resolved in court using the substantive and procedural legislation of the Republic of Belarus.

9. FINAL PROVISIONS

9.1. This Agreement is considered concluded from the moment of accession and is valid until the end of the Trial Period (clause 2.2., Clause 4.3.) - within 5 calendar days.

9.2. The place of conclusion of this agreement is the city of Minsk, Republic of Belarus.

9.3. By acceding to this Agreement, the Licensee confirms that he was familiarized in advance with the composition, as well as other properties of the Font Complex, as well as its suitability for the purposes of further use (testing and verification).

9.4. The Licensor is not responsible for the suitability of the Font Complex for any specific purposes and intentions of its use by the Licensee. In particular, the Licensor is not responsible for the applicability of using the Font Software in an outdated version (update) of this or that software.

9.5. This Agreement is considered concluded in the edition that was published on the Site at the time of acceptance by the Licensee.

9.6. The Licensor has the right, at its discretion, to amend the terms of this Agreement.

9.7. When the Licensor changes the text of this Agreement, its original version shall continue to apply to the previously arisen relations between the parties.

9.8. The return of the acquired license, as well as the refusal to perform this Agreement, the return of a copy of the Font Complex to legal entities is not allowed.

9.9. Termination of this Agreement is possible only in court in cases established by law.

9.10. If any provision of this Agreement is unclear, the Licensee may contact the Licensor at the e-mail address: fonts@serebryakov.com to clarify specific provisions.

10. DETAILS OF THE LICENSOR

Individual entrepreneur Serebryakov Denis Rodionovich

TRN: 290447975

Legal address: Republic of Belarus, 220012, Minsk, Independence Ave., 95A, of. 37.

E-mail address: fonts@serebryakov.com