

WEB LICENSE  
(LICENSE AGREEMENT)

Version 01.2022

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

1. ОПРЕДЕЛЕНИЯ ТЕРМИНОВ

In the text of this Agreement, the following terms shall have the following meaning:

- 1.1. Font is a copyright-protected work of graphics consisting of the Font Symbols. The author of the Font is Serebryakov Denis Rodionovich.
- 1.2. Font Symbols - individual images of letters, numbers, and other symbols made in a single style and included in the Font.
- 1.3. Font Software (Font Software) - a computer program protected, including by copyright, the operation of which is designed to display and further use of the Font.
- 1.4. Font Complex - jointly referred to as the Font and the Font Software.
- 1.5. Licensor - Serebryakov Denis Rodionovich, an individual entrepreneur, who is the owner of the exclusive right to the Font and a party to this Agreement.
- 1.6. Licensee - an individual or legal entity acquiring the rights to the Font under this Agreement.
- 1.7. Payer - an individual or entity paying the license fee under this Agreement for the benefit of the Licensee.
- 1.8. Website means a set of software and hardware for computers (web pages) that provides publication of information and data united by a common purpose for public review, located at the unique Internet address: <http://www.serebryakov.com> and owned by the Licensor.
- 1.9. Territory means the territory of all countries of the world.
- 1.10. Computer is a set of technical, hardware and software designed for automatic information processing, calculations, automatic control (personal computer, cell phone, game console, etc.).

2. SUBJECT MATTER OF THE AGREEMENT

- 2.1. Under this Agreement, the Licensor grants the Licensee the right to use the Font System in the manner, manner, and in the Territory provided for in this Agreement.
- 2.2. The right to use the Font complex is granted for a fee (license fee).
- 2.3. Bringing the text of this Agreement to the Licensee through the Website is a public offer of the Licensor according to the norms of Clause 2, Article 407 of the Civil Code. 2 Art. 407 of the Civil Code of the Republic of Belarus (hereinafter - the Civil Code).
- 2.4. This Agreement is concluded by means of accession, i.e. by means of 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 Article 398 of the Civil Code.
- 2.5. The fact of Licensee's accession to this Agreement is the fact of payment of the license fee.
- 2.6. Licensee is also deemed to have acceded to this Agreement from the moment of commencement of actual use of the Font, as well as the Font and/or the Font Software separately, which means his/her full unconditional consent to all terms and conditions of this Agreement.
- 2.7. The Licensor guarantees that it is the owner of the exclusive right to the Font complex.

- 2.8. This Agreement provides a simple, non-exclusive license.
- 2.9. The specific name of the Font complex, as well as the amount of the Licensor's remuneration shall be specified when placing an order on the Website, as well as in the payment notice that is an integral part of this Agreement.

### 3. ORDERING ON THE SITE AND THE ORDER OF PAYMENT OF THE LICENSE FEE

- 3.1. The specific name of the Font complex, as well as related characteristics are chosen by the Licensee (Payer) during the order placement process on the Website. Payment of the license fee under this Agreement shall be made by bank transfer using the Website.
- 3.2. In some cases, as agreed with the Licensor, payment of the license fee under this Agreement can be made by non-cash method without using the Website. In this case, the specific name of the Font complex, as well as related characteristics are agreed upon by the parties in advance, after which the appropriate invoice is sent to the Licensee (Payer) for payment via online acquiring.
- 3.3. After payment of the license fee, the Licensee (Payer) shall receive a payment notice that is an integral part of this Agreement and contains information about (including, but not limited to) the e-mail address specified by the Licensee (Payer) when placing the order:
  - Date and time of payment of the license fee.
  - Name of the purchased Font complex, as well as related features.
  - The amount of the license fee.
- 3.4. Acceptance of the offer (adherence to this Agreement) is the payment of the license fee.
- 3.5. Licensee is solely responsible for specifying complete and accurate information required to place an order on the Site, as well as its subsequent payment. If Licensee provides incomplete or unreliable information, Licensee is not deemed to have acquired rights to the Font.

### 4. THE PROCEDURE AND ALLOWED WAYS OF USING THE SCREEN COMPLEX

- 4.1. Licensee has the right to use the Font complex to display the text content of the Site hosted on the domain name of which Licensee is the registered administrator.
- 4.2. When placing an order on the Website, and in the payment notice, the domain name on which the Licensee's website is hosted shall be specified. Use of the Font Complex is allowed only on the site under the specified domain name. Licensee's Website may not be accessed under any other domain name or under more than one domain name at once. If you transfer the site to another domain or provide access to the site under an additional address (additional domain name), Licensee must agree with Licensor on the terms of this transfer and the need to enter into a new license agreement.
- 4.3. Licensee has the right to reproduce the Font on the web server hosting the Site's content once, and to make the Font marks on the said site available to the public through the @font-face mechanism and other similar technologies that enable the connection of the Font, subject to the restrictions set forth in this Agreement.
- 4.4. Licensee may display text content or design interactive scalable captions through the Font Software on the Site. Use of the Font Software on the Site must be done solely through the use of the @font-face css instruction.
- 4.5. Licensee may reproduce the Font marks on the web server hosting the contents of Licensee's site.
- 4.6. The number of views of all pages on the Licensee's website shall not exceed the number of views per month selected by the Licensee (Payer) during the ordering process on the Website and specified in the payment notice. The number of site views is the number of user clicks to a

page on the site each time it is loaded. The number of views also includes reloading the page and updating it, including by means of Ajax or in a similar manner.

- 4.7. If the number of views of the Licensee's website exceeds the specified amount for two consecutive months, the Licensee's right to use the Fonts Suite shall be deemed terminated as of the next month following the specified two-month period in which the number of visits was exceeded.
- 4.8. If the specified number of visits is exceeded, the Licensee has the right to contact the Licensor to conclude the License on new terms or terminate the use of the Fonts Suite.
- 4.9. Licensee's actual website traffic is assessed by means of <http://www.alex.com> and/or <http://www.similarweb.com>. Estimates of website traffic given by these services are accepted as accurate for the purposes of this Agreement.
- 4.10. Licensee's use of the Font Complex is permitted in the Territory.
- 4.11. The Font Complex is subject to use only in the number of hits on Licensee's Website that Licensee (Payer) selected when placing an order on the Website and that is specified in the notice of payment of the license fee.
- 4.12. The purchase of more such Web Licenses does not increase the specified limits of the use of the Fonts Suite.
- 4.13. The Licensor grants the Licensee the right to use the Font System without naming the author and rightsholder (the Licensor).
- 4.14. In order to exercise the right to use the Font, Licensee may use the installed Font only in the ways specified in this Agreement.
- 4.15. Licensee undertakes to provide proper protection for the installed Font Software and available copy of the Font Software from illegal copying. Failure to provide protection, as well as insufficient protection of the Font Software, is at Licensee's risk and will be liable for any resulting infringement of Licensee's rights.

## 5. EXCLUDED WAYS OF USING THE FONT COMPLEX

- 5.1. Licensee may not use the Font complex by any other means 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. Licensee may not sell, assign or otherwise transfer such right to third parties.
- 5.3. Licensee may not modify the Font complex: change the character composition, modify and/or otherwise affect the file of the Font Software and/or the Font. Licensee may not create derivative works from the Font. Licensee may not reverse engineer individual Fonts unless otherwise expressly provided for in the applicable license.
- 5.4. Use of the Font Software on Licensee's site shall not allow the visitor to save interactively generated images of the Font Marks in bitmap or vector formats. Nor shall Licensee's site provide the ability to interactively generate any documents (e.g., pdf, doc, ai, etc.) with the Font Software, Font Marks, or containing Font Marks in vector or raster formats (such use requires a Server License).
- 5.5. Access to the Font Software by direct requests or requests outside of Licensee's site must be prohibited. Font Software must not be available outside of Licensee's site. Font Software may not be used to display the content of other sites owned by both Licensee and others. Failure to protect against direct access to the Font Software on the Site and the resulting infringement of Licensee's rights is at Licensee's risk.
- 5.6. Permission to use the Font Software under this Agreement does not mean permission to use the Font Software outside of Licensee's site by using it in web feeds or by using it in interactive

advertisements on third-party sites, including 5html advertisements (such use requires an E-Advertising License).

- 5.7. Permission to use the Font Software under this Agreement does not mean permission to use the Font Software outside of Licensee's site by using it on an internal server, in local, private and private networks, as part of limited-access web applications (such use requires a Server License).
- 5.8. Permission to use the Font Software under this Agreement does not mean permission to use the Font Software to display the Website content through a mobile and/or other application (such use requires an "Application" License).
- 5.9. Licensee may not transfer and/or grant the right to use the Font Software to a third party in any way (neither together with the right to use the Website, nor with the exclusive right to the Website or with the domain name).
- 5.10. Third parties to whom Licensee has provided services/performed work may not use the Font in any way without acquiring an independent license.
- 5.11. With respect to the Font and the copies (copies) of the Font created upon each reproduction of the Font Marks, for each case of further reproduction or distribution of a copy of the Font, the appropriate type of license must be purchased from the person making such use (unless the rights to the legally circulated copy have been exhausted).
- 5.12. Licensee may not use the Font in any way that implies the following types of licenses:
  - Basic License - a license for designers to use the Font System for their professional activities and micro-businesses for limited use in advertising and informational materials.
  - "Application" license - a license for using the Font System in mobile applications or programs for computers, except video games.
  - License "Logo" - a license for use of the Font as part of any Means of Identification of a person, product and/or service: a trademark, logo, slogan, etc. (with the right to register such means of individualization), as well as if it is necessary to modify individual Font Marks to create Means of Individualization.
  - "Social Networks" License - a license for use of the Font System for design of accounts and publications in social networks if the total number of account subscribers exceeds 25,000 users.
  - Video License - a license to use the Font System for the design of video broadcasts on air, cable, or the Internet (including YouTube video hosting) and for displaying titles and other captions in audiovisual works.
  - Goods and Printing License - a license to use the Fonts Suite for information inscriptions in printed materials distributed in more than 1,000 copies by Licensee or by third parties on Licensee's behalf, for a fee or free of charge, as well as in its advertising and informational materials.
  - Outdoor License - a license for use of the Font in advertising and informational materials on billboards, showcases, posters, fences, signs and banners, billboards, electronic screens and boards, vehicles, etc.
  - "Publisher" license - a license to use the Font System for creating, publishing, and/or publishing printed and electronic books. In the case of printed publications, if the number of copies of the publication exceeds 500 copies.
  - Advertising and Souvenir License - a license for use of the Font System in advertising and souvenir products with a circulation of more than 20 units or by order of third parties.
  - Electronic Advertising License - a license for use of the Font System embedded in Print&Preview mode outside the Internet resource where the Font Software is located: in email lists with downloadable Fonts, in scalable 5html advertising banners.

- Electronic Documents License - a license for embedding the Font Software (or a portion thereof) into electronic documents and for making such documents available to the public.
- Video Games License - a license for use of the Font in video games (games that use images generated by electronic hardware - game console, and displayed on the screen of any type of device).
- Server" license - a license required to use the Font Software on an internal server, in local, private, and private networks, as part of limited-access web applications.

## 6. DIRECTION OF A COPY OF THE FONT COMPLEX

- 6.1. After payment of the license fee, a letter with the Font files, the file with the text of this Agreement, and the notice of payment of the license fee is sent to the e-mail address specified by the Licensee (Payer).
- 6.2. The Font, which is a graphic work, is included in the Font Software, therefore, a copy of the Font is not sent.
- 6.3. The Licensor's obligation to deliver a copy of the Font is deemed performed at the moment of sending a letter with the files to the e-mail address specified by the Licensee (Payer).

## 7. LICENSE FEE

- 7.1. The amount of the license fee under this Agreement is specified when placing an order on the Site (in a separate invoice as agreed upon with the Licensor), as well as in the payment notice.
- 7.2. In some cases, as agreed with the Licensor, payment of the license fee under this Agreement may be made by online payment without using the Website. In this case, the specific name of the Font complex, as well as related characteristics are agreed upon by the parties in advance, after which the appropriate invoice is sent to the Licensee (Payer) for payment through online acquiring.
- 7.3. Payment of remuneration is made by bank transfer using the Website simultaneously with the online order, as long as the technical possibility of online payment exists, but no later than on the day of the online order.
- 7.4. In cases of invoicing by the Licensor without using the Website the remuneration shall be paid by cashless method while there is a technical possibility of online payment.
- 7.5. Licensee's (Payer's) obligation to pay the royalties is considered to be fulfilled at the moment of receipt of funds to the current account of the Licensor.
- 7.6. Payment of the license fee for a part of the Font complex or for a part of the specified ways of its use is not allowed.
- 7.7. No plurality of persons on the Licensee's side is allowed. The right to use the Font complex may not be acquired by multiple persons at once, including by combining their contributions.

## 8. ACQUIRING A LICENSE IN FAVOR OF A THIRD PARTY

- 8.1. The right to use the Font complex may be purchased in favor of the Licensee, but be paid for by the Payer.
- 8.2. In this case, the Payer has no right to use the Font complex. The Payer does not acquire the right to use the Font complex even if the Licensee does not exercise its right.
- 8.3. All restrictive terms and conditions of this Agreement with respect to the Licensee also apply to the Payer, if it is permissible based on the meaning of such terms and conditions.
- 8.4. The Payer shall be jointly and severally liable for the Licensee's bad faith actions as well as violation of the terms of this Agreement. The Payer shall be liable to the Licensor for the Licensee's proper performance of the terms and conditions of this Agreement, including the

Licensee's violation of the exclusive right, as well as for exceeding the scope and ways of using the Font complex.

- 8.5. The Payer has the obligation to familiarize the Licensee with the terms and conditions of this Agreement. Until the Licensee becomes familiar with the terms and conditions of this Agreement, the Licensee may not use the Font complex.
- 8.6. Licensee is deemed to have acceded to this Agreement at the moment of payment of the license fee by the Payer.
- 8.7. When placing an order, the Payer shall specify all necessary data regarding the Licensee.
- 8.8. If the Licensee's required data is not provided by the Payer, or if the specified data is invalid, the Licensee shall not be deemed to have acquired the rights to the Font complex.
- 8.9. A letter with the Font files shall be sent to the email address specified by the Payer when placing the order. If the Payer has provided his/her own e-mail address, he/she is responsible for forwarding this e-mail to the Licensee and is obligated to delete the copy of the Font Software in his/her possession.

## 9. PERSONAL DATA

- 9.1. By acceding to this Agreement, the Licensee (Payer) gives his consent to the processing of his personal data by the Licensor.
- 9.2. Personal data is collected and processed by the Licensor for the conclusion and execution of this Agreement, accounting licenses and royalties, monitoring the legality of the use of intellectual property and the extent of such use, processing applications on the Website, promoting the Licensor's intellectual property in the market by means of direct contacts, as well as sending e-mail newsletters.
- 9.3. 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 Website, located at: <https://serebryakov.com/privacy-policy/>.

## 10. RESPONSIBILITY OF THE PARTIES AND DISPUTE RESOLUTION

- 10.1. For improper performance of the terms and conditions of this Contract the parties shall be liable in accordance with the current legislation of the Republic of Belarus.
- 10.2. The Party which has not fulfilled or improperly fulfilled its obligations under this Agreement shall compensate the other Party for all losses incurred by it.
- 10.3. The aggregate amount of the Licensor's liability under this Agreement, including the amount of penalties (fines, penalties) and/or recoverable losses under any action or claim with respect to this Agreement or its performance, shall be limited to the amount of the license fee.
- 10.4. The Parties shall be exempt from liability for full or partial failure to perform obligations under this Agreement if such failure is a consequence of acts of insuperable force (force majeure), including mass riots, prohibitive actions of authorities, natural disasters, fires, disasters, failures in telecommunications and electrical networks, malicious programs, as well as unfair actions of third parties to obtain unauthorized access or disabling of the Site.
- 10.5. All disputes or disagreements, which can arise from this Agreement or in connection with it, if it is impossible to solve them by means of negotiations, shall be settled in court using material and procedural legislation of the Republic of Belarus.

## 11. FINAL CLAUSES

- 11.1. This Agreement shall be deemed to have been concluded from the date of accession and shall be valid indefinitely.
- 11.2. The place of conclusion of this Agreement is the city of Minsk, Republic of Belarus.

- 11.3. By acceding to this Agreement, the Licensee confirms that he/she has been acquainted in advance with the composition and other properties of the Font complex, as well as its suitability for further use.
- 11.4. Licensor is not responsible for the suitability of the Font complex for any specific purpose and intent of Licensee's use. In particular, the Licensor is not responsible for applicability of the Font Suite in an out-of-date version (update) of this or that software.
- 11.5. The Parties have agreed that the granting of rights under this Agreement is confirmed by a primary accounting document, independently drawn up by the Parties in accordance with paragraph 8 of paragraph 1 of the Resolution of the Ministry of Finance of the Republic of Belarus from 12.02.2018 № 13 "On the sole drawing up of primary accounting documents". The Statement of Grant of Rights shall be executed upon transfer of a copy of the Font complex under this Agreement.
- 11.6. This Agreement shall be deemed to be executed in the version published on the Website at the time of acceptance (payment) by the Licensee/Payer.
- 11.7. The Licensor has the right to change the terms of this Agreement at its own discretion.
- 11.8. If Licensor changes the text of this Agreement, the original version of this Agreement shall continue to apply to the parties' previous relations.
- 11.9. Return of the purchased license, as well as refusal to fulfill this Agreement, return of a copy of the Font complex to legal entities is not allowed. No refund of money paid as a license fee under this Agreement is allowed.
- 11.10. The procedure of refund of the purchased license by individuals is regulated by the Law of the Republic of Belarus of January 09, 2002 No. 90-Z "On Protection of Consumer Rights".
- 11.11. When paying by bank payment card, cash refund is not allowed. Settlements in case of refund of the paid royalty shall be made in the same form in which payment was made.
- 11.12. To get a refund to a bank payment card, you need to fill out the "Application for refund" and send it to the following email address: fonts@serebryakov.com.
- 11.13. In case of refund of the paid license fee due to technical reasons or due to the rules of the relevant payment or banking system, the license under this Agreement shall not be deemed granted to the Licensee, acceptance of the offer shall not be deemed to have occurred, and the Licensee's use of the Font System shall be deemed illegal.
- 11.14. Termination of this Agreement is possible only in court in cases stipulated by law.
- 11.15. If any provision of this Agreement is unclear, Licensee may contact Licensor at fonts@serebryakov.com to clarify specific provisions.

#### LICENSOR DETAILS

Serebryakov Denis Rodionovich, Individual Entrepreneur, Tax number: 290447975.

Legal address: Republic of Belarus, 220000, Minsk, Nezavisimosti Ave, 95A, office. 37.

E-mail address: fonts@serebryakov.com