

**BAL Foundry - End User License Agreement (EULA)
March 2026 - Version 1.0**

1. INTRODUCTION

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2. DEFINITIONS

For the purposes of this Agreement:

(1) **'Licensor'** means **BAL Foundry (www.bal-foundry.com)**, a trade name and creative division operated by Guillaume Sbalchiero, Entrepreneur Individuel (E.I.), registered in France under SIRET number: 833 182 579 00 031 / VAT ID: FR48 833 182 579 / Vendor ID: BAL / Registered office at 21 rue Frédérick Lemaître, 75020 Paris, France.

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(4) **'License Owner'** means the single legal entity named on the Invoice as beneficiary of the license and responsible for compliance.

(5) **'Company Size'** means the total number of individuals working for or contributing to the License Owner's organisation at the time of purchase, including employees and regular external collaborators engaged on a recurring basis, with access to internal systems, assets, or infrastructure, and participating in decision-making, production, or design processes under the License Owner's direction. Occasional service providers engaged for isolated assignments are excluded unless they meet these criteria.

(6) **'Single Legal Entity'** means one legally distinct natural person (individual) or legal entity recognised as such under applicable law. The License applies exclusively to the Single Legal Entity identified on the Invoice.

(7) **'Multi-Entity'** means any structure in which the Font Software is intended to be used or commercially exploited by more than one legally distinct entity within a corporate group under common ownership or control, including parent companies, subsidiaries, affiliates, franchise networks, joint ventures, or similar related entities. Any Multi-Entity use requires a prior written agreement with the Licensor and is subject to a specific quotation and tailored licensing terms.

(8) **'Authorised Users'** means the employees and structurally integrated collaborators included within the Company Size of the License Owner who are permitted to access and use the Font Software on its behalf. The License Owner remains fully responsible for all acts and omissions of its Authorised Users.

(9) **'Third Party'** means any person or entity that is not included within the Company Size and is not part of the License Owner's Single Legal Entity.

(10) **'Embedding'** means the incorporation of the Font Software into a digital document, application, software environment, or other electronic file in a manner that allows text rendering within that environment, whether static or dynamic, and whether temporary or permanent, provided that the Font Software is not made Extractable beyond the licensed scope.

(11) **'Extractable'** means technically accessible or reusable as font software by an end user or Third Party through direct access, inspection tools, decompilation, insufficient technical safeguards, or any other technical means.

(12) **'Invoice'** means the commercial document, order confirmation, or digital purchase record issued by the Licensor (or its authorised distribution platform) identifying the Licensed Font Software, the License Owner, the Company Size tier, the selected license types, and any applicable add-ons or scope parameters. The Invoice constitutes conclusive evidence of the licensed scope and commercial terms, unless manifest error is demonstrated.

3. LICENSE OWNER

The license must be purchased and held in the name of the License Owner. Where an agency, studio, consultant, production company, reseller, or intermediary acquires the Font Software for the benefit of a client, the client must be designated as the License Owner. The Company Size must correspond to the client's organisation and not that of the intermediary. Use of the Font Software for the commercial, operational, or reputational benefit of an entity other than the License Owner constitutes use by that benefiting entity and requires that entity to hold the appropriate license. Installation or storage of the Font Software within an agency or service provider environment does not extend license rights across multiple clients. Each legally distinct client entity requires its own license unless a Multi-Entity License has been expressly agreed in writing. Any misrepresentation of License Owner identity or Company Size constitutes material breach and does not limit the Licensor's right to recover the license fee corresponding to the actual scope of use. Where the Font Software is acquired by an agency, consultant, production company, or intermediary on behalf of a client designated as License Owner, the License Owner shall be deemed to have accepted this Agreement upon purchase, download, installation, or use of the Font Software. The intermediary is responsible for ensuring that the License Owner has been provided access to this Agreement. The Licensor shall not be required to independently verify such acceptance.

4. COMPANY SIZE AND UPGRADES

License fees are determined exclusively by Company Size. The selected Company Size tier defines the authorised internal scale of use within the License Owner's organisation. Company Size is assessed at the time of purchase. If the organisation later grows and exceeds the licensed Company Size tier, the License Owner must acquire the appropriate upgrade before continuing use beyond that threshold. Any use exceeding the licensed Company Size tier without such upgrade constitutes unauthorised use. The License remains perpetual only so long as the License Owner remains compliant with the licensed parameters defined on the Invoice, including the applicable Company Size tier.

5. LEGAL ENTITY SCOPE

The License applies exclusively to the Single Legal Entity identified on the Invoice. It does not extend to subsidiaries, affiliates, parent companies, holding structures, franchisees, portfolio companies, joint ventures, sister companies, or any other legally distinct entity, whether or not under common ownership, shared branding, shared systems, or shared procurement. The situations described in this section are provided for illustrative purposes only and shall not be interpreted as an exhaustive list of circumstances in which the general rule applies. Use across corporate groups constitutes Multi-Entity use and requires a Multi-Entity License agreed in writing prior to such use. In franchise structures, use by franchisors and franchisees constitutes Multi-Entity use. Deployment across multiple franchisees (including store kits, signage systems, menus, packaging, local marketing, portals, templates, or campaigns) requires a Multi-Entity License unless expressly structured otherwise in writing. In audiovisual, entertainment, or commercial production contexts involving multiple legal entities (including production entities, studio entities, post-production entities, distribution entities, broadcasters, streamers, merchandising entities, territorial exploitation entities, or franchise entities), use beyond a Single Legal Entity constitutes Multi-Entity use and requires a Multi-Entity License covering the relevant exploitation ecosystem. Any merger, acquisition, restructuring, spin-off, asset transfer, or change of control resulting in additional legal entities benefiting from the Font Software triggers the Multi-Entity License requirement unless the Licensor confirms otherwise in writing. The License Owner shall notify the Licensor without undue delay of any such change that may affect the scope of the licensed use. Each legally distinct entity must obtain its own license for any independent use of the Font Software.

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7. STANDARD LICENSES

Each Standard License defines a distinct field of exploitation of the Font Software. The License fee and scope depend on the Company Size of the License Owner.

7.1 DESKTOP / PRINT LICENSE

The Desktop / Print License permits installation of the Font Software on workstations (desktop and laptop computers) within the License Owner's organisation and use for static outputs, including print materials, images, packaging, signage, brand materials, and non-interactive digital documents (e.g., static images, PDFs, or presentations). Embedding is permitted only where the Font Software is not Extractable and reasonable safeguards are implemented to prevent extraction by any Third Parties not forming part of the License Owner's organisation. Where files are delivered to Third Parties, secure embedding or conversion to outlines (vectorisation) shall be used where appropriate. This License does not authorise live web text rendering, embedding in applications or cloud computing service platforms, audiovisual exploitation, social media exploitation, template distribution, or Brandmark/Wordmark use, unless the applicable License Extension (Add-On) has been validly acquired.

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The Web Font License permits live text rendering on the domain name(s) specified on the Invoice, using appropriate web font formats and standard web embedding methods. Unless otherwise agreed in writing, use is permitted on up to five (5) subdomains associated with the licensed domain name(s). Desktop formats may not be used for live web rendering. Any conversion of a Desktop format (including .otf or .tff) into a web font format (including .woff, .woff2, or .eot) is strictly prohibited. Deployment must not materially increase Extractable exposure beyond what is technically required for normal web rendering. The License Owner shall not intentionally deploy the Font Software in a manner designed to facilitate extraction.

7.3 APP / GAME / SOFTWARE LICENSE

The App / Software License permits embedding of the Font Software into one specified application, software product, game, or comparable digital product identified on the Invoice. Embedding must be technically secured to prevent extraction, duplication, or reuse by end users or Third Parties. If the Font Software is shipped in a way that is Extractable where reasonable measures could have prevented it, the deployment is non-compliant and must be corrected immediately. White-label, OEM, SDK, plugin systems, template engines, or other redistributable software deployments are prohibited unless explicitly licensed in writing.

8. LICENSE EXTENSIONS (ADD-ON)

Add-Ons extend the scope of a Standard License under specific conditions and are valid only when expressly identified on the applicable Invoice.

8.1 THIRD-PARTY LICENSE (ADD-ON) (+10%)

This License Extension (Add-On) permits the License Owner to provide the Font Software on a limited and temporary basis to external service providers strictly for the execution of services on its behalf, such as printers, developers, production partners, external designers engaged for a defined assignment, post-production teams, or comparable subcontractors. Authorised Third Parties are not included within the Company Size of

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This License permits use of the Font Software in rendered audiovisual works. An active Desktop / Print License for the same Licensed Font Software is required.

The License is available in three scopes:

(1) Video / Motion Scope permits distribution through non-broadcast digital channels, including websites and social media platforms.

(2) Broadcast / Advertising Scope permits television broadcast and paid advertising campaigns across broadcast or digital media.

(3) Cinema / Theatrical Scope permits public cinema exhibition and standard theatrical film distribution. Use in connection with major studio productions, international franchise properties, or exploitation involving multiple legally distinct production, distribution, or streaming entities may require a Multi-Entity License agreed in writing.

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8.4 BRANDMARK® / WORDMARK® LICENSE (ADD-ON)

The Brandmark / Wordmark License permits the creation of one logo or wordmark for a single brand. Conversion to outlines and vector adjustments are permitted solely for the purpose of creating that specific mark. This License does not permit modification of the Font Software, extraction of modified glyph sets, creation of derivative font software, or any claim of exclusivity over the typeface itself. The resulting logotype or wordmark may be registered as a trademark by the License Owner, provided that such registration applies only to the specific logotype or wordmark and does not grant any exclusive rights over the underlying typeface or Font Software. This License Extension (Add-On) requires an active Desktop / Print License for the same Licensed Font Software and may not be purchased independently. The Brandmark / Wordmark License is granted for the duration selected at the time of purchase. Continued use of the logo or wordmark beyond the selected term requires renewal of this License Extension (Add-On).

9. SPECIAL LICENSES

Special Licenses apply to specific eligibility categories or limited use contexts. All Standard License conditions, including Company Size requirements, remain fully applicable.

9.1 NON-PROFIT AND CULTURAL LICENSE (-25%)

The Non-Profit and Cultural License is available to registered non-profit organizations and cultural institutions whose primary mission is not commercial. A reduction of the standard license fee applies. The applicable 'Company Size' metric remains fully applicable and must be accurately declared at the time of purchase. This license applies exclusively to activities carried out within the organization's non-commercial mission. Any corporate partnership, sponsored initiative, commercial collaboration, revenue-generating activity, or use carried out for the benefit of a third party requires purchase of a standard commercial license by the relevant entity.

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The Student License is available to students and is granted on a personal, individual, and non-transferable basis. It permits use of the fonts for academic and personal projects only. It may not be used for client work, employer work, commissioned projects, or on behalf of any Third Parties. After completion of studies, any continued use of the fonts in a professional, client-based, or commercial context requires prior purchase of the appropriate standard commercial license. A reduction of the standard license fee applies to eligible Student Licenses. Proof of student status may be requested.

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The Trial License permits limited internal evaluation of the trial fonts solely for testing, reviewing typographic characteristics, and presenting design proposals to prospective clients. The Trial License does not grant any right of commercial exploitation, publication, public display, distribution, advertising use, client delivery, or any form of external use. Any public, commercial, or client-facing use of trial fonts is strictly prohibited. Trial fonts are provided with a limited glyph set in OpenType (.otf) format. Conversion of trial fonts into other formats, modification, redistribution, or extraction is not permitted. No additional formats, rights, warranties, or technical support are included. If the License Owner or any client wishes to use the typeface beyond internal evaluation or pitching purposes, the appropriate commercial license must be purchased prior to such use.

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11. TAXES AND CURRENCY

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12. DELIVERY AND TECHNICAL SPECIFICATIONS

Upon receipt of full payment, the Licensed Font Software is made available for download in the file formats specified at the time of purchase and corresponding to the selected license types. Such formats may include, depending on the licensed scope, OpenType (.otf), Web Open Font Format (.woff, .woff2), TrueType (.ttf), and/or variable font formats. The License Owner is responsible for ensuring compatibility of the Licensed Font Software with its systems, software, and technical environment. Except as expressly provided

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13. COMPLIANCE VERIFICATION

The Licensor may, no more than once per calendar year, request reasonable information necessary to verify compliance with this Agreement, including Company Size, scope of use, and licensed parameters. The License Owner shall provide such information in good faith within thirty (30) days. Any verification shall be conducted in a reasonable and confidential manner and shall not unreasonably disrupt the License Owner's business operations. On-site verification shall only be considered in cases of suspected material non-compliance. If a material discrepancy is identified, the License Owner shall promptly regularize the situation by acquiring the appropriate license covering the actual scope of use. In cases of persistent or intentional non-compliance, the Licensor may suspend the licensed rights upon prior written notice. Any information provided for compliance verification shall be treated as confidential and used solely for verification purposes.

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The Font Software may not be used in violation of applicable law or in connection with content that promotes violence, racism, discrimination, homophobia, transphobia, hate speech, extremist ideologies, or other unlawful or harmful conduct. Any such use constitutes a material breach and entitles the Licensor, without prior notice, to immediate termination of the license, revocation of all rights granted, demand for immediate cessation of use and deletion of all copies, and pursuit of all available legal remedies, including damages and injunctive relief. Nothing in this Agreement authorises unlawful or harmful use of the Font Software. Use in connection with political campaigns, electoral activities, or religious advocacy initiatives requires prior written consent of the Licensor.

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17. REMEDIES AND PENALTY

The License Owner acknowledges that proper licensing constitutes an essential element of the economic equilibrium of this Agreement. In case of under-licensing or unauthorised

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The License Owner is responsible for ensuring compatibility of the Licensed Font Software with its systems, software, and technical environment. Any issue relating to file integrity or format must be notified within fourteen (14) days of purchase. After this period, the Licensed Font Software is deemed accepted. The Licensor warrants that it holds the necessary rights to license the Font Software. Except as expressly provided in this Agreement, the Font Software is provided "as is" and the Licensor does not warrant that it will be error-free or compatible with all systems, applications, hosting environments, or future technological developments. Each font is delivered with the character set and language support indicated at the time of purchase. Additional language support or glyphs may require a separate agreement. To the maximum extent permitted by law, the Licensor's liability is limited to direct damages arising from proven fault or negligence and shall not exceed the amount paid for the relevant Licensed Font Software and actually collected by the Licensor. Indirect, incidental, consequential, economic, reputational, or punitive damages are excluded. Nothing in this Agreement excludes liability that cannot be excluded under French law.

19. TERMINATION AND SURVIVAL

In the event of a material breach of this Agreement, the Licensor may suspend the License Owner's rights with immediate effect by written notice. If the breach is not remedied within the period specified in the notice, the Licensor may terminate this Agreement. Upon termination, the License Owner shall immediately cease all use of the Font Software, permanently delete all copies under its control (including on devices, servers, and reasonably accessible repositories), and, upon request, certify deletion. Where termination occurs due to breach, license fees are not refundable. The License Owner shall, where applicable, proceed to withdrawal of public distributions that unlawfully embed or distribute the Font Software. Provisions intended by their nature to survive termination shall survive, including intellectual property, restrictions, compliance, remedies, and jurisdiction.

20. CREDITS AND REFERENCES

Where reasonably practicable in professional contexts where colophons or credits are customary (for example, editorial publications), the License Owner is requested to credit the Licensor and the typeface in a standard credit form. Failure to include credit shall not, by itself, constitute a breach unless the Invoice or a written agreement expressly makes credit mandatory for a specific project. Unless a written confidentiality obligation expressly prohibits it, the Licensor may mention the existence of the License Owner's use of the Licensed Font Software for reference and self-promotion, and may show limited excerpts of the resulting work (as presented publicly by the License Owner) for the Licensor's commercial communication, external communication, and promotional purposes, including print, web, and social media. If the License Owner requires confidentiality regarding the use of the Licensed Font Software, the parties may agree in writing to a specific confidentiality undertaking.

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This Agreement remains fully effective notwithstanding any changes in the Licensor's legal form or corporate group. In case of sale, takeover, or merger, the entity subrogated to the Licensor's rights shall replace it and guarantee performance of this Agreement for the remaining term. If any provision is held invalid or unenforceable, the remainder remains in force. Failure to enforce any provision does not constitute waiver. This Agreement and the Invoice constitute the entire agreement regarding the Font Software. Amendments must be in writing. Neither party shall be liable for any failure or delay in performance re-

sulting from events beyond its reasonable control, including but not limited to acts of God, natural disasters, governmental actions, administrative measures, war, pandemic, civil unrest, labour disputes, internet outages, hosting failures, cyberattacks, interruptions of payment or distribution platforms, or any event commonly recognised as force majeure under French law. Performance shall resume as soon as reasonably practicable once the impediment ceases. If translations are provided, the English version prevails in case of inconsistency unless mandatory law provides otherwise.

22. GOVERNING LAW AND JURISDICTION

This End User License Agreement is governed by French law.

In the event of a dispute, the parties shall first seek an amicable resolution in good faith by written notice and exchange. This amicable settlement process constitutes a mandatory prerequisite to legal action. If no solution is reached within three (3) months from the first written notice, the dispute shall be submitted to the competent courts.

Exclusive jurisdiction lies with the courts of Paris, France.

The United Nations / Vienna Convention on Contracts for the International Sale of Goods does not apply.

23. CONTACT

Licensing and legal notices may be addressed to the Licensor using the contact details provided on the website or on the applicable Invoice. For any questions or requests, please contact info@bal-foundry.com.