

LICENCE AGREEMENT

Commencement date: 22nd July 2015

THIS LICENCE AGREEMENT (“Agreement”), effective 22nd July 2015 (“Commencement Date”), is made and entered into by and between:

1. **The ‘Licensee’ - fps webügynökség Kft.**, (a corporation established under the laws of Hungary, company reg. no.: 05-09-010213; VAT no.: HU13002459; address: HU3526 Miskolc, Arany János tér 1. A. ép. 5.) (hereinafter “**fps**” or ‘Licensee’);

And,

2. **The ‘Licensor’ - RYMAN Limited** (a corporation established under the laws of England, Wales, company number 3007166 address: RYMAN House, Savoy Road, Crewe, CW1 6NA, (hereinafter “**RYMAN**” or ‘Licensor’).

fps and RYMAN are sometimes herein referred to individually as a “Party” and collectively as the “Parties”.

BACKGROUND

- (i) ‘Rymaneco’ is a Truetype font.
- (ii) The intellectual property rights for Rymaneco are wholly owned by the Licensor.
- (iii) The Licensor at its sole discretion makes Rymaneco generally available to freely download for end users to put to non-commercial purposes and to this end Rymaneco is subject to an end user licence which does not allow users to modify the font.
- (iv) The purpose of this Agreement is for the Licensor to extend to the Licensee a limited licence to modify Rymaneco (hereafter known as the Licensed Font) for its own use.

TERM AND TERMINATION

1. The Term shall be twelve months from the Commencement Date and shall automatically renew on the anniversary date of the Agreement, unless terminated by either Party giving not less than twenty-eight (28) days’ notice in writing.
2. The Agreement will terminate with immediate effect in the event that the Licensee enters into administration or into an arrangement with its creditors.

TERMS

3. **The Licensor grants fps** a licence to use the Licensed Software to create a modification of the **Licensed Font**, which contains all the Hungarian letters and shall be a proper adaptation for Hungarian language (hereinafter “**Hungarian Adaptation**”).

4. The Licensor grants the licence referred to in paragraph 2 above subject to the following **restrictions**:
 - **The Licensee shall not** sell, rent, lease, distribute, sublicense or **ask any remuneration** for the Hungarian Adaptation;
 - **The Licensee shall provide** the Hungarian adaptation of the Licensed Fonts to the end users **for free**;
 - **The Licensee shall provide to the Licensor a digital copy in Truetype font format of the Hungarian Adaptation and shall without charge extend rights in perpetuity to the Licensor to adapt, modify, distribute and utilize the Hungarian Adaptation in whatever manner the Licensor sees fit**;
 - **The Licensor** is not responsible for the Hungarian Adaptation and as such offers no guarantee that the Hungarian Adaptation uses an average 33% less ink than standard fonts.
5. The Parties agree that for the definitions and any matters not regulated in this Agreement, shall be finally settled in accordance with the Rymaneco End User Licence Agreement.

GOVERNING LAW

6. This Agreement will be governed by the law of England and Wales.