

Fee and Term

Recurring Fees: **£4,463.00** for the initial Term (exclusive of taxes and duties imposed by any governmental authority, all of which shall be your responsibility). The fee to be charged for any additional 2 year renewal period shall be equal to the amount that is 5% greater than the fee charged for the prior term.

One-Off Studio Services Fee: **£7,130.00** (exclusive of taxes and duties imposed by any governmental authority, all of which shall be your responsibility).

Contract Start Date (MM/DD/YYYY): 09/22/2023 | Contract End Date (MM/DD/YYYY) : 09/21/2025

This Agreement will automatically renew for additional 2 year periods, unless either party provides written termination at least thirty (30) days prior to the expiration of the then current Term.

Contact Information

Customer	Billing / Third Party Payor (if same as Customer, indicate below)	Monotype
Name: Contoso Lyon Ltd	Name: Contoso Lyon	Prepared by: Maximilian Healy
Contact: Nick Skelton	Contact: Jasmin Stanbridge	E-mail: maximilian.healy@mot.com
Address: 12 Old Bond Street Bath BA1 1BP GB	Address: 12 Old Bond Street Bath BA1 1BP GB	Date prepared (MM/DD/YYYY): 09/14/2023
Phone:	Phone:	Offer expires (MM/DD/YYYY): 09/29/2023
E-mail: nick@Contosolyon.com	E-mail: jasmin@Contosolyon.com	
VAT (if applicable):	Same as Customer	

All notices shall be in writing, sent to the applicable address above, and signed by or on behalf of the party sending it. All notices sent to Monotype shall also be copied to notices@mot.com. Notices shall be deemed to have been received within forty-eight (48) hours of posting if sent by regular mail.

If a third party has been identified as the payor under this Agreement, the party entering into this Agreement understands and agrees that if such third party payor does not make payment in accordance with the payment terms contained herein, the party entering into this Agreement shall be responsible for all payments due to Monotype under this Agreement.

Capitalized terms used in this Agreement shall have the meaning set forth in Section 1.

Services

Monotype Fonts Platform

Licensed Monotype Fonts Users	5 Monotype Fonts Users
Fee included in Recurring Fees	

Monotype Fonts Support

☒ Basic ☐ Premier ☐ Elite

Fee included in Recurring Fees

Please refer to <http://www.monotypefonts.com/pages/support-services> which contains detailed information about your Monotype Fonts Support plan.



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Monotype Ltd.
141-143 Shoreditch High Street, 3rd Floor
London, E1 6JE
United Kingdom
Phone: +44 20 7039 0200

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Monotype Fonts Services:	
Onboarding	<input checked="" type="checkbox"/> Basic <input type="checkbox"/> Premier <input type="checkbox"/> Elite
Please refer to http://www.monotypefonts.com/pages/onboarding which contains detailed information about your Onboarding plan.	
Font/User Management	<input checked="" type="checkbox"/> Basic <input type="checkbox"/> Premier <input type="checkbox"/> Elite
Fee included in Recurring Fees	
Please refer to http://www.monotypefonts.com/pages/font-user-management which contains detailed information about your Font/User Management plan.	
Single Sign-On Option	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
One-time Setup Fee (annual fees included in Recurring Fees):	N/A
Brand & License Protection	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Studio Services	
<u>Description of Studio Services:</u> Modify the Auto Signature font to be used on bespoke jewelry - Modify the connections of both the upper and lowercase so that they join up with each other. Modify some glyphs so that they are less ambiguous and add a connection between the 'dot' of the lowercase 'l' and 'j'. If you request any changes to such Studio Services, Monotype shall provide you with a revised estimate of the fees and time required to complete the Studio Services. An agreed change shall not release you from paying the services fees for Studio Services provided prior to the agreed change.	
<u>Estimated delivery plan:</u> Approx 5-6 weeks Monotype estimates that the Studio Services described above will be delivered in accordance with the time line set forth below. This is a schedule estimate and not a fixed commitment to deliver or complete the Studio Services within a fixed time.	
Studio Services Fee: £7,130.00 (exclusive of taxes and duties imposed by any governmental authority, all of which shall be your responsibility).	
Monotype represents and warrants that the Studio Services shall be performed consistent with applicable industry standards, will be performed by personnel with the skills and qualifications necessary to perform such services and such services will be delivered in accordance with this Agreement. The warranty period for any deliverables provided as part of these services hereunder shall continue for a period of ninety (90) calendar days from delivery of such deliverables. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS SECTION, ALL OTHER WARRANTIES WITH REGARD TO THE SERVICES ARE EXCLUDED. THE WARRANTIES PROVIDED TO YOU BY MONOTYPE WITH RESPECT TO THE SERVICES ARE PROVIDED ONLY TO YOU AND MAY NOT BE PASSED ON BY YOU TO THIRD PARTIES.	

License Usage per Term	
Production Fonts (maximum)	5 Production Fonts
Company Desktop License	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes



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London, E1 6JE
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	Licensed Desktop Users (maximum): 50
Licensed Applications	0 Applications
Licensed Commercial Electronic Documents	0 Commercial Electronic Documents
Licensed Servers	0 Servers
	Server description (if applicable): N/A
Licensed Page Views (Web Page Content)	2,500,000 Monthly Page Views
Licensed Impressions (Digital Marketing Communications)	0 Monthly Impressions

General Terms			
Binding Obligation	<p>You, identified as “Customer” or “you” and signing below, are entering into this Agreement with Monotype on the Effective Date. This Agreement may only be modified in a written document signed by both you and Monotype; provided, however, that additional Order Forms may, after the Effective Date, be entered into by the parties without other revisions to the terms of this Agreement.</p> <p><input type="checkbox"/> In addition to the sublicense rights set forth in Section 2.E. of the Monotype Fonts License Terms, you are entitled to sublicense the rights granted herein, with the exception of this sublicense right, under the conditions set forth below to the following entities: N/A</p>		
Purchase Order	<p>If you require a purchase order to be issued to Monotype in order to initiate payment, you must provide the purchase order within seven (7) calendar days after the Effective Date.</p> <p>Any additional or inconsistent terms, whether issued by you or Monotype, including any terms and conditions set forth on a purchase order provided by you or by a third party on your behalf, will not bind Monotype unless Monotype gives its express agreement in writing.</p>		
Payment Terms	<p>All payments owed by you shall become due as defined below and are non-refundable. Failure to pay amounts due shall be a breach of this Agreement.</p> <p>Payment Information:</p> <table><tr><td>All payments shall be made to: Monotype Ltd. 141-143 Shoreditch High Street, 3rd Floor London, E1 6JE United Kingdom</td><td>Notification of payment to: Monotype Ltd. Finance Department 141-143 Shoreditch High Street, 3rd Floor London, E1 6JE United Kingdom</td></tr></table> <p>Monotype’s bank account details will be printed on your invoice.</p> <p>Payment Terms: Thirty (30) calendar days from invoicing. The first invoice will be issued at or around contract execution. Subsequent invoices will be provided thirty (30) calendar days prior to due date.</p>	All payments shall be made to: Monotype Ltd. 141-143 Shoreditch High Street, 3rd Floor London, E1 6JE United Kingdom	Notification of payment to: Monotype Ltd. Finance Department 141-143 Shoreditch High Street, 3rd Floor London, E1 6JE United Kingdom
All payments shall be made to: Monotype Ltd. 141-143 Shoreditch High Street, 3rd Floor London, E1 6JE United Kingdom	Notification of payment to: Monotype Ltd. Finance Department 141-143 Shoreditch High Street, 3rd Floor London, E1 6JE United Kingdom		
Delivery	Address: (see Section 3 of this Agreement)		



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	<i>If applicable and a different address is not provided, the Font Software will be delivered to the Customer address set forth above.</i> If delivery to you as set forth in this Agreement is prohibited by the United States Export Administration or any applicable export laws, restrictions or regulations, this Agreement shall be deemed void.
Primary Licensed Monotype Fonts User	Name: Jasmin Stanbridge Title: Lead Product Designer Email Address: jasmin@Contosolyon.com

IN WITNESS WHEREOF, the persons signing below warrant that they are duly authorized to sign for, and on behalf of, the respective parties and that any attachments to this Agreement are made part of this Agreement.

Monotype Ltd.

Contoso Lyon Ltd

Christopher Kollat

Nicholas Skelton

Name

Name

Managing Director

Chief Commercial Officer

Position

Position

DocuSigned by:

Christopher Kollat

8690D472557B41A...

Signature

Signature

Sep-20-2023

19/09/2023

Date

Date

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1. DEFINITIONS.

Account	Your administrative account located at the Monotype Fonts Platform.
Affiliated Company	An entity that controls, is controlled by or is under common control with a party to this Agreement at any time during the term of this Agreement, where control means a 50% or greater ownership interest in such entity
Agreement	The Monotype Fonts License Order Form and Monotype Fonts License Terms including any attachments hereto or thereto.
Application	A product that is distributed as software only and (i) is not embedded into hardware of any kind, (ii) is not a platform or operating system that can run other software programs, (iii) which is not Publicly Available Software or integrated in such software and (iv) is made available by you to end users either directly or through a distributor. A version of an Application that does not have unique functionality beyond the scope of a previously released Application and is not licensed or marketed under a new name shall not be considered a new Application.
Commercial Electronic Document	An Electronic Document which may be distributed to the general public (or to some subset of the general public) as a commercial product for a fee or other consideration (for example, an e-book). For the avoidance of doubt, an Electronic Document that is created for one's own internal use only or for distribution in a manner that is incidental to its business (for example an instruction manual that explains its product), is not considered a Commercial Electronic Document under this Agreement.
Critical Patch Release	Updates to any of the Font Software or the Desktop Application that Monotype determines, at its sole discretion, will be made available on a general basis to all of its customers. Critical Patch Releases may or may not include certain changes that are included in an update and may be released before or after any such update is provided to eligible customers. A Critical Patch Release may, at Monotype's sole discretion, be released prior to completion of Monotype's complete quality assurance testing process.
Derivative Work	A work, including but not limited to software or data, based upon or derived from any of the Font Software or the Desktop Application (or any portion of the Font Software or Desktop Application) in any form in which such software or data may be recast, transformed, or adapted including, but not limited to, binary data in any format into which the Font Software may be converted.
Desktop Application	The Monotype Desktop Application for Mac and Windows that allows Licensed Monotype Fonts Users to upload and download the Font Software and other font software to the Monotype Fonts Platform.
Digital Marketing Communication	A piece of promotional or marketing content delivered via the internet. A Digital Marketing Communication includes, but is not limited to, email advertisements, banner ads and display advertisements shown on websites, advertisements in web applications and advertisements in applications.
Downtime	The overall number of minutes that Monotype reports the Monotype Fonts Platform as being unavailable during a calendar quarter. Downtime excludes the following: <ul style="list-style-type: none"> • Non-availability of the Monotype Fonts Platform caused by external apps or third parties, excluding SSO integrations provided by Monotype after a successful initial setup. • External network or equipment problems outside of Monotype's reasonable control, such as bad routing tables between your internet service provider (ISP) and Monotype's server. • Scheduled/Breakdown maintenance communicated via the website. Monotype may need to perform maintenance to keep the Monotype Fonts Platform working smoothly. If scheduled downtime is necessary, we will publish this on the website, in advance.
Effective Date	The date that this Agreement is signed by both parties hereto.
Electronic Document	An electronic document or data file, for example a .pdf manual or an e-book, which is created by Use of the Font Software, but which is not a Digital Marketing Communication.
Font Software	The font software available in your Monotype Fonts Platform Account, which when used on an appropriate device or devices, generates typeface and typographic designs and ornaments. Font Software shall include all subsets and bitmap representations of typeface and typographic

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	designs and ornaments created by or derived from the Font Software, and all copies of the Font Software in web font format Used or accessed in conjunction with the rendering of web pages for Licensed Page Views, including copies of web pages that may be temporarily cached. Font Software refers to individual digital files (and thus the digital representation of one weight – with the exception of variable fonts – and in a specific format), not typeface families (for example, Helvetica Now, or Arial), a typeface or a category of typefaces. The defined term Font Software specifically excludes any font software not listed as “Add-On Font Software” in the Order Form that is uploaded to the Monotype Fonts Platform by you or by Monotype on your behalf. Not all Font Software is available in all formats.
Impression	Either (i) a response, in which the Font Software or Subset(s) thereof is incorporated, from a digital advertisement delivery system to a request from a web or mobile browser or other application, or (ii) an opened e-mail where the Font Software or Subset(s) thereof is delivered to the email client.
Licensed Application	Any Application up to the number of Applications indicated in the Order Form.
Licensed Commercial Electronic Document	Any Commercial Electronic Document up to the number of Commercial Electronic Documents as indicated in the Order Form.
Licensed Desktop User	Any user up to the number of individuals who <u>may</u> exercise the license grants to the Production Fonts under this Agreement, as indicated in the Order Form, whether or not such user <u>does</u> actually exercise such rights. Licensed Desktop Users must be your employees or independent contractors, or an employee of a third party (such as an agency or a commercial printer) engaged by you for the purpose of exercising the license rights granted herein on your behalf, or, if you are an agency, an employee of your client by whom you have been engaged to Use the Production Fonts as set forth in this Agreement. You shall be responsible for compliance with the terms of this Agreement by any such third party and its employee(s), client and its employees or independent contractor. The number of Licensed Desktop Users shall be counted regardless of whether and when actual Use occurs and thus equal the total of all individuals who are authorized and can potentially Use the Production Fonts during the Term (non-concurrent use).
Licensed Impression	Any Impression up to the number of Impressions indicated in the Order Form.
Licensed Page View	Any Page View up to the number of Page Views indicated in the Order Form.
Licensed Monotype Fonts User	A user that has been granted access to the Monotype Fonts Platform.
Licensed Server	Any Server up to the number of Servers indicated in the Order Form, on which the Font Software may be accessed by individuals other than your Licensed Desktop Users and/or Licensed Monotype Fonts Users.
Metadata	Data that provides information about the Font Software, such as the font name, format, weight, font family, source, etc. Metadata includes data generated from the Font Software automatically through the use of artificial intelligence or other software programs.
Monotype	Collectively, Monotype Imaging Inc. or any other Monotype entity identified on the Order Form, its successors and assigns, and its parent and Affiliated Companies.
Monotype Fonts Platform	Monotype’s platform, made available to Licensed Monotype Fonts Users from which Licensed Monotype Fonts Users may access the Font Software, the Subsetter Application and the Desktop Application and use the functionality made available to them on the Monotype Fonts Platform.
Monotype Fonts Services	The services listed in the Monotype Fonts Services section of the Order Form.

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Monotype Fonts Support	The support services as outlined at http://www.monotypefonts.com/pages/support-services .
Order Form	Any Monotype Fonts License Order Form entered into between the parties which is subject to these Monotype Fonts License Terms.
Page View	A single instance of access to a particular web page. For the avoidance of doubt, each visit to or display of a web page is a Page View, regardless of whether such visit or display is unique.
Primary Licensed Monotype Fonts User	The individual identified as such on the Order Form.
Production Fonts	<p>The Font Software you choose (through your quarterly reporting described in Section 5) to utilize as a Licensed Desktop User and/or in Applications, Commercial Electronic Documents, Licensed Servers, or for Licensed Page Views or Digital Marketing Communications, each in the amounts licensed by you in the Order Form.</p> <p>HOW PRODUCTION FONTS ARE COUNTED:</p> <p>The maximum defined under License Usage per Term refers to the amount of Font Software and thus, Production Fonts shall be counted by individual digital files which can be used for the licensed deployment, not typeface families (for example, Helvetica Now, Arial), a typeface or a category of typefaces. E.g. "Helvetica Now Text Regular," "Helvetica Now Text Bold," and "Helvetica Now Text Bold Italic" would count as three Production Fonts.</p> <p>Individual Font Software (e.g. variable Font Software or Font Software with Chinese or Japanese language extensions) may count as a multiple of one Production Font against your account. The factor will be communicated when you choose the Font Software as a Production Font and visible in your Monotype Fonts Platform Account.</p> <p>Any Font Software listed in the Order Form as "Add-On Font Software" shall automatically count as Production Fonts.</p> <p>You may swap all of or part of your Production Fonts one (1) time per calendar quarter by removing Font Software as a Production Font and choosing other Font Software on the Monotype Fonts Platform.</p> <p>All formats (for example OTF, WOFF) of the same Production Font shall count as one Production Font.</p>
Publicly Available Software	(a) Any software that contains, or is derived in any manner (in whole or in part) from, any software that is distributed as free software, open source software (e.g. Linux) or similar licensing or distribution models; and (b) any software that requires as a condition of use, modification and/or distribution of such software that such software or other software incorporated into, derived from or distributed with such software (i) be disclosed or distributed in source code form, (ii) be Licensed for the purpose of making Derivative Works, or (iii) be redistributable at no charge.
Server	Any server or cloud server service that is either (a) maintained on your premises; (b) under your exclusive control; or (c) owned and controlled by a third party hosting service for your benefit (provided that you (i) have a written agreement regarding the Use and protection of the Font Software installed on such server, and (ii) shall remain responsible for any unauthorized access to and security of the Font Software on such Server. Furthermore, if such Server is part of a cloud server service, you are permitted to upload a copy of the Font Software to the cloud server service, provided that the Font Software and any Derivative Works thereof cannot be downloaded except by your Licensed Desktop Users and/or Licensed Monotype Fonts Users and if such cloud server service is owned and controlled by a third party hosting

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	service for your benefit, you will require the cloud server service to completely remove the Font Software from the Servers upon termination of your use of the cloud server service.
Studio Services	The Monotype Studio services identified in the Order Form, if applicable.
Subset	A Derivative Work of the Font Software, created by removing certain glyphs and/or characters therefrom.
Subsetter Application	Monotype's proprietary application used to create a Subset of the Font Software in web font format.
Term	The time between Contract Start Date and Contract End Dates (initial term) of this Agreement or any renewal term.
Trademarks	The trademark as set forth at www.monotype.com/legal/trademarks for each piece of Font Software licensed under this Agreement or under which Monotype markets the Font Software.
Uptime	The percentage of total minutes the Monotype Fonts Platform was available during a calendar quarter. Uptime shall be calculated as follows: (total minutes in quarter - Downtime) / total minutes in quarter.
Use	With respect to the Font Software when an individual is able to give commands (whether by keyboard or otherwise) that are followed by the Font Software, regardless of the location in which the Font Software resides. With respect to the Subsetter Application and the Desktop Application, when the software or instructions are executed.
Workstation	A hardware component in which Font Software or the Desktop Application is installed and from which an individual is able to give commands (whether by keyboard or otherwise) that are followed by the Font Software or Desktop Application, as applicable.

2. LICENSE GRANTS.

You are licensing access to the Monotype Fonts Platform, Font Software and the Desktop Application. You agree that you have the rights expressly set forth in this Agreement and no other. All rights not expressly granted in this Agreement are reserved to Monotype.

The rights set forth in this Section 2 may be exercised on your behalf by Licensed Monotype Fonts Users and Licensed Desktop Users, as applicable, and you are responsible for compliance with the terms of this Agreement by all such users as well as any other parties who access the Monotype Fonts Platform, Font Software or Desktop Application. You are hereby granted, during the Term and subject to all terms and conditions set forth herein, a worldwide (subject to Section 8.B), non-exclusive, non-assignable, non-transferable license to allow the specified users to:

A. LICENSED MONOTYPE FONTS USERS.

i. Monotype Fonts Platform:

- a. Access the Monotype Fonts Platform and access and use any of the functionality made available to you by Monotype on the Monotype Fonts Platform.
- b. Distribute a copy of the Font Software you choose to be Production Fonts to your Licensed Desktop Users.
- c. Access and Use the Subsetter Application on the Monotype Fonts Platform to create Subset(s) of the Font Software in a web font format provided that any such Subset continues to be owned by Monotype and shall constitute Font Software under this Agreement

ii. Desktop Application:

- a. Install and access the Desktop Application on up to two (2) Workstations per Licensed Monotype Fonts User.
- b. Use the Desktop Application in connection with the Font Software.
- c. Use the Desktop Application in connection with font software that you have not licensed from Monotype, so long as the agreement between you and the party who licensed you such font software allows your use of the Desktop Application with such font software.

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- d. Make backup copies of the Desktop Application, provided that such copies are for your internal back up purposes only and remain in your exclusive control.

iii. **Font Software License Rights:**

Access and use all Font Software available on the Monotype Fonts Platform as set forth in Sections 2.B. and 2.C., provided that in exercising such rights, the Font Software may be used *solely* for internal Use in connection with the design process. You have distribution or deployment rights only with respect to the Font Software you choose to be Production Fonts.

Extract, create and/or generate Metadata from the Font Software, provided that in each case, the Metadata is only used for your internal use.

If you are an agency, internal Use includes the distribution solely for the purpose of sharing samples of design work created using the Font Software (for example, printed materials) or embedding the Font Software (for example, an application) with clients by whom you have been engaged with respect to the design process, but no one else. If you or your client wish to publicly distribute any materials created through Use of the Font Software, or materials that embed any portion of the Font Software, you or your client must obtain a separate distribution license from Monotype. You agree to use reasonable efforts to promote the Font Software to your clients and to cooperate with Monotype, in good faith, if your clients require a license to the Font Software. This includes making your clients aware that the Font Software is available for licensing by Monotype, providing clients with Monotype's contact information or other materials that Monotype may provide to you from time to time, and providing Monotype with non-confidential information about clients who inquire about the Font Software, including information about such client's licensing needs.

B. LICENSED DESKTOP USERS. All rights of Licensed Desktop Users set forth below apply only to Font Software you choose to be Production Fonts.

i. **Desktop:**

- a. Install the Production Fonts on the Licensed Desktop User's Workstation(s).
- b. Install the Production Fonts onto any Server on which the Font Software may only be accessed, directly or through programmatic access such as an API, AWS CLI, or Tools for Windows PowerShell, solely by your Licensed Desktop Users. If internal access of your or your Affiliated Companies' employees or sublicensed service providers cannot be restricted, you must obtain a Company Desktop License fit to the size of your organization.
- c. Use the Production Fonts on such Workstations or via such Server to:
 - (i) create, edit, view, print and distribute materials, provided that, (a) if you distribute such materials, the materials do not contain the Font Software, and (b) if you create a static graphic image with a representation of the underlying typeface and typographic design or ornament, such static graphic image may not be used as a substitute for the Font Software, i.e., you may not create a substitute version of the Font Software containing different static graphic images of individual glyphs of the Font Software which then can be individually addressed by software, a website, a hardware device (e.g., keyboard) or other means to render such designs or ornaments; and/or
 - (ii) embed the Font Software into Electronic Documents and duplicate the Font Software as an integrated part of any such Electronic Document, provided that Electronic Documents with embedded Font Software may only be distributed if (a) they are not Commercial Electronic Documents and (b) the Font Software cannot be fully or partially extracted from such Electronic Documents. (For distribution rights of Commercial Electronic Documents with embedded Font Software, a Commercial Electronic Document license is required.)
- d. Make backup copies of the Production Fonts, provided that such copies are for your internal back up purposes only and remain in your exclusive control.
- e. **Company Desktop License:** If you have purchased a Company Desktop License in your Order Form, in addition to the rights listed above in this Section 2.B.i., your Licensed Desktop Users may use the Production Fonts to create Electronic Documents and distribute the Production Fonts embedded into

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such Electronic Documents in a collaborative cloud authoring environment to individuals who are not Licensed Desktop Users, provided that such individuals may only use a Production Font for the purpose of viewing and editing the Electronic Document with which it was distributed.

C. ALL USERS. All rights set forth below apply only to Font Software you choose to be Production Fonts and the license usage per term as defined in your Order Form.

i. Applications:

- a. Incorporate the Production Font(s) into Applications, up to, in the aggregate, the number of Licensed Applications, in a manner in which the Production Font(s) cannot be fully or partially extracted, provided (i) that the Application does not allow end users to use the Production Font(s) for authoring purposes (e.g. in an Application that provides office functionality such as word processing or presentation design or that allows users to create graphic designs or merchandising) and/or (ii) its primary purpose is not to replace the Font Software.
- b. Duplicate the Production Font(s) as an integral part of any such Application.
- c. Distribute the Production Font(s) directly or indirectly as an integrated component of any such Application. If any of the Applications require its users to register to install and/or use it, all of your Licensed Applications may only be distributed up to, in the aggregate, a total of the number of registered users indicated in your Order Form.

ii. Commercial Electronic Documents:

- a. Embed the Production Font(s) into Licensed Commercial Electronic Documents and duplicate the Production Font(s) as an integral part of any such Licensed Commercial Electronic Document.
- b. Distribute the Production Font(s) directly or indirectly as an integrated component of any such Licensed Commercial Electronic Document, provided that (i) the Production Font(s) cannot be fully or partially extracted from such Licensed Commercial Electronic Document, and (ii) a recipient cannot edit the Licensed Commercial Electronic Document with the Production Font(s).

iii. Servers:

- a. Install the Production Font(s), or a web server application into which the Production Font(s) has been incorporated, on Licensed Servers; and
- b. Allow internal or external users to use the Production Font(s) on such Licensed Servers in the manners set forth in Section B.i.c., in relation to the Server described in the Order Form and provided that any Electronic Document created and distributed is not a Commercial Electronic Document and cannot be further edited by the recipient.

iv. Web Page Content: Use the Production Font(s) on a Server, to generate content on websites owned or under your control for up to the number of Licensed Page Views. This license allows users of your website to type text on that website through Use of the Production Font(s) (e.g. in form fields, customer feedback etc.) only for transactional or marketing purposes. This Web Page Content license does not allow the Production Font(s) to be embedded in a web based customer product (e.g. a web server application, SaaS or other online product) or to be used for authoring purposes (e.g. in an Application that provides office functionality such as word processing or presentation design or that allows users to create graphic designs or merchandising).

v. Digital Marketing Communications: Embed the Production Font(s) into a Digital Marketing Communication in a manner in which the Production Font(s) cannot be fully or partially extracted or create a Digital Marketing Communication that is generated as described in the previous paragraph through Use of the Production Font(s) in web font format, in each case to be distributed directly or indirectly up to the number of Licensed Impressions.

D. TRADEMARKS.

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Although use of the Trademarks is not required, if you elect to do so, Use the Trademarks (i) in your advertising, publicity, literature, packaging and other promotional activities in connection with the Production Font(s) incorporated into your products, and (ii) to identify the Production Font(s) that is/are embedded in or accessed through your products as permitted by this Agreement, in each case subject to the requirements set forth at <http://www.monotype.com/legal/trademarks/guidelines/>. You acknowledge that Monotype or its licensors own all right, title and interest in and to the Trademarks.

E. SUBLICENSE RIGHTS.

- i. Sublicense the rights granted herein, including the sublicense right below, to your Affiliated Companies,
- ii. Sublicense, with the exception of this sublicense right, the rights granted herein to agencies, contractors or other service providers, provided that they solely use the sublicensed rights to perform work for you,

in both cases under the conditions that (a) the sublicensed use is counted against the number of Monotype Fonts Users, Production Fonts, Desktop Users, Applications, Commercial Electronic Documents, Servers, Page Views and Impressions licensed hereunder, (b) the sublicensee accepts all terms of this Agreement and (c) you shall be fully responsible for a breach of these terms by a sublicensee.

3. DELIVERY AND ACCESS.

Monotype will make available access to the Monotype Fonts Platform, the Font Software and the Desktop Application, via delivery of access credentials to the Primary Licensed Monotype Fonts User listed on the Order Form. Such access credentials will allow the Primary Licensed Monotype Fonts User to create an Account. Through the Account, the Primary Licensed Monotype Fonts User can invite Licensed Monotype Fonts Users licensed by you under this Agreement to access and use the Monotype Fonts Platform in conformance with the terms of this Agreement. Any Font Software available through the Monotype Fonts Platform may be downloaded or accessed by a Licensed Monotype Fonts User at any time during the Term. Monotype's delivery obligations for access to the Monotype Fonts Platform, Font Software and the Desktop Application shall be complete upon sending access credentials to the Monotype Fonts Platform to your Primary Licensed Monotype Fonts User.

In the event Monotype makes available additional features of the Monotype Fonts Platform that are not contemplated as of the Effective Date or otherwise governed by this Agreement, your Licensed Monotype Fonts Users who are designated in your Account as "Administrators" may be presented with additional terms of use to govern such additional features. Such additional terms must be agreed to by an Administrator before such feature can be enabled in your Account. Any such terms of use will not amend or restrict the license rights granted to the Font Software in this Agreement.

Using the Monotype Fonts Platform requires the Primary Licensed Monotype Fonts User and each Licensed Monotype Fonts User to create a password and a user name. The confidentiality of passwords and Account information is your responsibility. Any activities that occur under the Accounts are your responsibility. You agree to notify Monotype immediately of any unauthorized use of any Account or any other breach of security which could affect the Monotype Fonts Platform or use of your Account.

4. RESTRICTIONS.

You may not:

- Transfer your license rights in the Monotype Fonts Platform, the Font Software or the Desktop Application.
- Modify the Font Software or the Desktop Application in any way, including to create, directly or indirectly, Derivative Works from the Font Software or the Desktop Application or any portion thereof (except as otherwise specifically set forth herein).

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- Embed the Font Software or the Desktop Application in Open Source software which may have the direct or indirect effect of causing the Font Software or Desktop Application to become Publicly Available Software or otherwise be subject to a Publicly Available Software agreement.

5. **EXCEEDING LICENSED USAGE OF THE FONT SOFTWARE; REPORTING YOUR USAGE OF THE FONT SOFTWARE AS PRODUCTION FONT(S).**

You have licensed rights in this Agreement that may be subject to certain limitations in volume, such as, the number of Licensed Desktop Users, Workstations, Applications, Commercial Electronic Documents, Servers, Page Views, and/or Impressions. You are obligated to maintain records with respect to your Use of the Font Software against such licensed amounts and Monotype has the right to ask you, from time to time, to provide information regarding such Use amounts, which you shall provide to us within 30 days of our request. In the event your Use of the Font Software exceeds the licensed amounts in the Order Form, you agree to license from Monotype the necessary additional amounts and pay any fee associated with such increase. Monotype makes available to you technology that will allow you to track (and automatically report to Monotype) the number of Page Views and Impressions generated by your Use of the Font Software. Page View and Impression tracking is automatically included if you host the Font Software for Page Views or Impressions via the Monotype Fonts Platform. If you choose to self-host the Font Software, use of Monotype's tracking technology is not required.

Monotype will provide, by email to your Primary Licensed Monotype Fonts User(s) on a quarterly basis, a list of Font Software which has been downloaded from the Monotype Fonts Platform by your Licensed Monotype Fonts Users. Within twenty-one (21) days of the date of such list, you must report to Monotype which Font Software has been used as a Production Font, in the form and format requested by Monotype. If you believe you have been presented with an inaccurate list of downloaded Font Software, you should contact Monotype prior to the conclusion of the 21 days to dispute accuracy of the list. If you have not reported back to us within 21 days, we will assume all Font Software downloaded from the Monotype Fonts Platform has been used as Production Fonts. If the amount of Production Fonts exceeds the maximum number of Production Fonts you have licensed, you agree to license from Monotype the necessary amounts and pay any fee associated with such increase. Monotype reserves the right to suspend access to the Monotype Fonts Platform at its discretion in the event of any use of the Monotype Fonts Platform or the Font Software by you outside of the terms of this Agreement which is revealed in reporting.

6. **TERMINATION.**

In addition to a decision by either party to not renew this Agreement upon the expiration of the Term, the parties shall have the right to terminate the Agreement only as set forth in this Section 6.

Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party if the non-notifying party has breached this Agreement, and such breach has not been cured within that thirty (30) day period. Any such notice shall set forth the breach or breaches and the actions necessary to cure them, if a cure is possible.

The rights of a recipient of a Licensed Application or a Licensed Commercial Electronic Document generated pursuant to this Agreement shall survive the termination of this Agreement. All other license rights granted to you in this Agreement shall end with the termination of this Agreement.

The termination of this Agreement shall not preclude either party from suing the other party for damages of any breach of the Agreement.

7. **WARRANTIES, SERVICE LEVELS, INDEMNIFICATION AND LIMITATION OF LIABILITY.**

A. WARRANTIES.

- The Font Software will effect a faithful reproduction of the underlying typeface design which is of a quality consistent with industry standards.

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- The Font Software and Desktop Application have no defect nor are deficient in title;
- The Font Software and Desktop Application do not infringe any intellectual property rights of any third parties, including but not limited to copyrights, design rights, trademarks and patents;
- The Font Software and Desktop Application upon download or delivery do not contain viruses, time or logic bombs, Trojan horses, worms, timers, clocks, trap doors, or other computer instructions, devices, or techniques that erase data or programming, infect, disrupt, damage, disable, or shut down a computer system or any component of such computer system, including, without limitation, its security or user data, or otherwise cause the Font Software or Desktop Application to become inoperable or incapable of being used in accordance with this Agreement; and
- The Font Software is not Publicly Available Software.
- The Monotype Fonts Support and the Monotype Fonts Services will be performed as outlined on the related websites.
- The Monotype Fonts Platform, the Monotype Fonts Support, and the Monotype Fonts Services, as applicable, shall be provided consistent with applicable industry standards, will be provided by personnel with the skills and qualifications necessary to perform such services and such services will be delivered in accordance with this Agreement.

In case of a defect or deficiency in title, promptly after you let us know of the problem (in text form, which could include via an email to warranty@mot.com), Monotype will do everything that is commercially reasonable to correct the problem within fourteen (14) calendar days.

B. SERVICE LEVELS

Monotype shall provide you with an Uptime commitment for the Monotype Fonts Platform of 99.5%. If we fall short of our Uptime commitment and you report such Downtime to Monotype as set forth below, you will be entitled to the Service Credit defined below.

Reporting Downtime: You must submit a notification of Downtime and request for Service Credit via email to customeroutagereports@mot.com, clearly stating your Company Name, Day of outage, Duration of outage and Customer contact information (for follow up if needed). You are required to report Downtime within five (5) days of the occurrence of such an outage. You will qualify for a Service Credit if we miss our Uptime targets, which will be accrued on a quarterly basis, and applied against future renewals.

Service Credits: Should Monotype's Uptime commitment fall short, Monotype will apply a quarterly credit equal to five (5) times the contractual rate for the period of time that Monotype falls outside of the Uptime commitment ("**Service Credit**"). Service Credits are not refunds, cannot be exchanged into a cash amount, will accrue each quarter through the duration of the contract, and require the Customer to have paid any outstanding invoices. These Service Credits will be applied against the fees for any future renewal. Service Credits will expire upon termination of this Agreement. Service Credits are the sole and exclusive remedy for any failure by Monotype to meet its Uptime commitment.

C. INDEMNIFICATION.

Monotype shall, at its expense and at your request:

- defend you from any claim or action brought by an unaffiliated third party against you or an authorized sublicensee to the extent it is based on a claim that Monotype has breached a warranty contained in Section 7.A or any other obligation under this Agreement; and
- indemnify you against any damages, liability, costs or expenses incurred by you or an authorized sublicensee (including, without limitation, reasonable attorneys' fees) resulting from such a claim or a breach of a warranty contained in Section 7.A.

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You must notify Monotype promptly in writing of a claim, permit Monotype to control the defense or settlement, and cooperate fully with Monotype in such defense and settlement as reasonably requested and at Monotype's expense.

D. LIMITATION OF LIABILITY.

Except in the event of gross negligence or willful misconduct, neither party will be responsible for:

- Incidental, indirect, consequential or punitive damages, including without limitation, lost profits, business interruption, loss of use or lost data, regardless of the form of the action whether in contract, tort (including negligence), strict product liability or otherwise, even if such party has been advised of the possibility of such damages, in each case to the extent permitted by law. For clarification only, any damages incurred by either party as a result of infringement of a third party's intellectual property rights are considered direct damages that are not excluded by this limitation of liability; or
- Any damages caused by the other party's failure to perform its obligations.

8. MISCELLANEOUS.

A. MONOTYPE FONTS SUPPORT AND MONOTYPE FONTS SERVICES. Monotype shall provide you with the Monotype Fonts Support and the Monotype Fonts Services indicated in the Order Form. Please refer to Monotype's websites referenced in the Order Form which contain detailed information about your Monotype Fonts Support and Monotype Fonts Services. You shall be entitled to Critical Patch Releases. You shall be solely responsible for technical support, if any provided, to the users of your products into which the Font Software may be embedded or integrated.

B. EXPORT. You agree that you will not ship, transfer or export the Font Software or the Desktop Application into any country or use the Font Software or Desktop Application in any manner prohibited by the United States Export Administration or any applicable export laws, restrictions or regulations.

C. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS.

- You agree that the Monotype Fonts Platform, the Font Software and the Desktop Application are protected by the copyright law or other intellectual and industrial property rights of the United States and its various States, by the copyright law and other intellectual and industrial property rights of other nations, and by international treaties.
- You agree that Monotype and/or its licensors own all right, title and interest in and to the Monotype Fonts Platform, the Font Software and the Desktop Application, their structure, organization, code, and related files, including all intellectual and industrial property rights therein such as copyright, design and trademarks rights.
- You agree that the Monotype Fonts Platform, the Font Software and the Desktop Application, their structure, organization, code, and related files are valuable property of Monotype and/or its licensors and that any intentional or negligent Use of the Monotype Fonts Platform, the Font Software and the Desktop Application not expressly permitted by the Agreement constitutes an infringement of intellectual and industrial property rights.
- All rights in and to the Monotype Fonts Platform, the Font Software and the Desktop Application, including unpublished rights, are reserved under the copyright laws of the United States and other jurisdictions.

D. PRIVACY. All personal data contained in this Agreement or in your Account will be collected and held in compliance with applicable privacy laws and our privacy statements "Monotype Fonts Platform and Desktop Applications Privacy Policy" and "Contractual Privacy Statement", which can be found at <http://www.monotype.com/legal/privacy-policy/>.

E. ENTIRE AGREEMENT; PARTIAL NULLITY; GOOD FAITH OBLIGATIONS. This Agreement constitutes the entire agreement between the parties hereto with respect to license of the Monotype Fonts Platform, the Font Software and the Desktop Application, and, if applicable, the provision of Monotype Fonts Support, Monotype

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Fonts Services or Studio Services. In the event that any provision of this Agreement is unenforceable or invalid, such unenforceability or invalidity shall not render the Agreement unenforceable or invalid as a whole, and, in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or court decisions. You and Monotype each owe a duty to co-operate in order to give full effect to this Agreement.

- F. ASSIGNMENT.** Your obligations under this Agreement may not be sublicensed or assigned to any third party (with a change in control of you constituting an assignment). This Agreement shall be binding on your and Monotype's successors and assigns.
- G. GOVERNING LAW; JURISDICTION.** This Agreement is governed by the laws of England and Wales (without regard to applicable conflict of laws provisions). The courts of London, England, shall be the exclusive forum for any disputes arising out of or related to this Agreement. Both you and Monotype agree to the personal jurisdiction and venue of these courts in any action related to this Agreement. A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the terms and conditions in this Agreement. This Agreement will not be governed by the United Nations Convention of Contracts for the International Sale of Goods, the application of which is expressly excluded