

Monotype

TERMS AND CONDITIONS

We recommend that you print these Terms and Conditions for further reference.

- 1. Scope.** The following Terms and Conditions will apply exclusively to the current and future business relationships between Monotype Imaging Inc. (collectively with its subsidiaries and affiliated companies, “Monotype”) and you (“you” or the “customer”). Any additional or inconsistent terms issued by you, including any such terms and conditions set forth on a purchase order provided by you shall not be binding upon Monotype, unless Monotype gives its express agreement in writing.
- 2. Entire Agreement.** Any quotation or price information made available by Monotype is without obligation and subject to change without notice unless an offer has been designated as binding. Oral understandings between you and Monotype will require written confirmation by Monotype and a contract between you and Monotype will only become valid when it has been accepted in writing by Monotype (e.g., confirmation of order, which will be final) or when the order is performed (e.g., delivery, download or connection by you of or to the software). As permitted by law, Monotype reserves the right to correct errors in its offers, invoices and communications such as spelling or arithmetical errors. You and Monotype each owe a duty to each other co-operate in order to give full effect to your agreement.
- 3. Assignment.** Unless specifically set forth in a written agreement between you and Monotype, your obligations to Monotype may not be sublicensed or assigned to any third party (with a change in control of you constituting an assignment). These Terms and Conditions shall be binding on each party’s successors and assigns.
- 4. Delivery.** As permitted by law, Monotype’s standard delivery terms are FOB origin.
- 5. Prices.** Unless otherwise indicated in writing by Monotype, all prices are quoted in US dollars and are exclusive of all taxes and duties imposed by any governmental authority and freight and shipping charges, all of which shall be paid by you.
- 6. Payment.** Unless specifically set forth in a written agreement between you and Monotype, payment for goods or services from Monotype is net thirty (30) days from the date of invoice. Overdue payments shall bear interest from the due date at the rate of the lower of one and half percent per month (1.5%) or the maximum rate permissible under applicable law.
- 7. Warranty.** Unless specifically set forth in a written agreement between you and Monotype or as required by law, the goods and services purchased by you are provided “as is” without any representation or warranty of any kind, including without limitation, any warranty of non-infringement or fitness for a particular purpose.
- 8. Partial Nullity.** In the event that any provision of these Terms and Conditions is unenforceable or invalid, such unenforceability or invalidity shall not render these Terms and Conditions 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.
- 9. Export.** You agree that the software licensed to you by Monotype will not be shipped, transferred or exported into any country or used in any manner prohibited by the United States Export Administration or any applicable export laws, restrictions or regulations.
- 10. U.S. Government Contracts.** If the software licensed to you by Monotype is acquired under the terms of a (i) GSA contract - use, reproduction or disclosure is subject to the restrictions set forth in the applicable ADP Schedule contract, (ii) DOD contract - use, duplication or disclosure by the Government is subject to the applicable restrictions set forth in DFARS 252.277-7013; (iii) Civilian agency contract - use, reproduction, or disclosure is subject to FAR 52.277-19(a) through (d) and restrictions set forth in your agreement with Monotype.
- 11. Governing Law and Jurisdiction.** Unless you enter into this agreement through the Monotype affiliate Monotype Ltd. or Monotype GmbH, or unless otherwise set forth in writing in the agreement between you and Monotype, the agreement entered into between you and Monotype is governed by the laws of Massachusetts applicable to contracts wholly entered and performable within such Commonwealth (without regard to applicable conflict of laws provisions). The United States District Court for the District of Massachusetts or, if federal subject matter jurisdiction is lacking, the Superior Court of the Commonwealth of Massachusetts in Middlesex County, shall be the exclusive forum for any disputes arising out of or related to such agreement. Both you and Monotype agree to the personal jurisdiction and venue of these courts in any action related to such agreement.

If you enter into this agreement through the Monotype affiliate Monotype Ltd. the 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 such agreement. Both you and Monotype Ltd. agree to the personal jurisdiction and venue of these courts in any action related to such agreement.

If you enter into this agreement through the Monotype affiliate Monotype GmbH the agreement is governed by the laws of Germany (without regard to applicable conflict of laws provisions). The courts of Frankfurt/Main, Germany, shall be the exclusive forum for any disputes arising out of or related to such agreement. Both you and Monotype GmbH agree to the personal jurisdiction and venue of these courts in any action related to such agreement.

The 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.