



Monotype.

600 Unicorn Park Drive
Woburn, MA 01801
USA
Phone: 781-970-6000
Fax: 781-281-1021
Monotype.com

Monotype Fonts License Order Form.

Fee and Term	
<p>Fee: For the Initial Term: \$288,085.00 (exclusive of sales taxes and duties imposed by any governmental authority, all of which shall be Customer's responsibility), subject to any additions at the rates set forth in Attachment 2. To the extent that the term of the Agreement extends after the Initial Term, the fee to be charged for any additional one (1) year renewal period shall be equal to the amount that is no more than 5% greater than the fee charged for the immediately preceding period (either the Initial Term or the renewal period, as applicable) (subject to any additions at the rates set forth in Attachment 2); provided that the fee to be charged for the first renewal period will not exceed \$96,028.33, plus 5%</p>	
<p>Past Use License Fee: \$119,394.00</p>	
Contract Start Date (MM/DD/YYYY): 10/21/2022	Contract End Date (MM/DD/YYYY) : 10/20/2025
<p>This Agreement will automatically renew for additional 1 year periods (each, a "renewal period"), unless either party provides written termination at least thirty (30) days prior to the expiration of the Initial Term, or the then current renewal period, or any renewal periods thereafter, collectively, are the "Term".</p>	
<p>For the purposes of this Agreement, "Contract Year" means any annual period beginning on October 21 and ending on the immediately following October 20.</p>	

Contact Information		
Customer or Velocity Systems (or "you")	Billing / Third Party Payor (if same as Customer, indicate below)	Monotype
Name: Velocity Systems	Name:	Prepared by: Rick Giovino
Contact:	Contact:	E-mail: rick.giovino@monotype.com
Address:	Address:	Date prepared (MM/DD/YYYY):
Phone:	Phone:	Offer expires 10/21/22
E-mail:	E-mail:	
VAT (if applicable):	Same as Customer	
<p><i>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@monotype.com. All notices sent to Customer shall also include copies to General Counsel at the same address and emily.wright@velocitysystems.com. Notices shall be deemed to have been received within forty-eight (48) hours of posting if sent by overnight courier with tracking.</i></p> <p><i>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.</i></p>		

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



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Fee included in Recurring Fees	
Monotype Fonts Support	
	<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/support-services which contains detailed information about your Monotype Fonts Support plan.	
Monotype Fonts Services:	
Onboarding	<input checked="" type="checkbox"/> Basic <input type="checkbox"/> Premier <input type="checkbox"/> Elite
One-time Fee:	\$2,500.00
Please refer to http://www.monotypefonts.com/pages/onboarding which contains detailed information about your Onboarding plan.	

Add-On Font Software		
In addition to the inventory available on the Monotype Fonts Platform, the Font Software listed below will be uploaded to your Monotype Fonts Platform Account and available for use in accordance with this Agreement. The Font Software listed below is counted as Production Fonts under this Agreement.		
Font Name	Material Number	Number of Production Fonts
XXXX	####	1
XXXX	####	1

Add-On Inventory Sets
In addition to the inventory available on the Monotype Fonts Platform, the inventory sets checked below (if any) will be enabled in your Monotype Fonts Platform Account and available for use in accordance with this Agreement.
<input checked="" type="checkbox"/> Plus <input type="checkbox"/> Adobe Originals

License Usage per Term	
Production Fonts (maximum)	25 Production Fonts
Licensed Desktop Users	0 Desktop Users
Company Desktop License	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes Licensed Desktop Users (maximum): 5,000
Licensed Applications	5 Applications Aggregate registered users (maximum): 25,000
Licensed Commercial Electronic Documents	0 Commercial Electronic Documents
Licensed Servers	0 Servers
Licensed Page Views (Web Page Content)	10,000,000 Monthly Page Views
Licensed Impressions (Digital Marketing Communications)	25,000,000 Monthly Impressions
Past Use License	As set forth in Attachment 1



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General Terms			
Binding Obligation	<p>You, identified as "Customer", "Velocity Systems" or "you" and signing below, are entering into this Agreement with Monotype effective as of 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 in writing 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: _____ under the conditions that</p>		
	(a) the sublicensee accepts all terms of this Agreement and (b) you shall be fully responsible for a breach of these terms by a sublicensee.		
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 nonrefundable. Failure to pay amounts due and payable hereunder shall be a breach of this Agreement.</p> <p>Payment Information:</p> <table border="1"> <tbody> <tr> <td> <p>All payments shall be made to: Monotype Imaging Inc. 600 Unicorn Park Drive Woburn, MA, 01801</p> </td> <td> <p>Notification of payment to: Monotype Imaging Inc. Finance Department 600 Unicorn Park Drive Woburn, MA, 01801</p> </td> </tr> </tbody> </table> <p>Payment Terms: \$224,113.45 due net 45 \$91,682.78 due net 365 \$91,682.77 due net 720</p> <p>The first invoice will be issued at or around contract execution, which will be the first Invoice Date. Subsequent invoices will be provided forty-five (45) calendar days prior to the due date.</p>	<p>All payments shall be made to: Monotype Imaging Inc. 600 Unicorn Park Drive Woburn, MA, 01801</p>	<p>Notification of payment to: Monotype Imaging Inc. Finance Department 600 Unicorn Park Drive Woburn, MA, 01801</p>
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Delivery	Address: (see Section 3 of this Agreement) <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: Title: Email Address:

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 Imaging Inc.

Velocity Systems

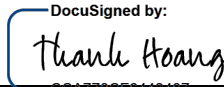
Thanh Hoang

Name

SVP Americas

Position

DocuSigned by:



CCA770CF6443407...

Signature

oct-21-2022

Date

Emily wright

Name

Position

Signature

10/25/2022

Date

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Monotype Fonts License Terms.

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, but for the purposes of this Agreement, the Affiliated Companies of Velocity Systems are limited to: (i) Velocity Systems Sports Corp. and the direct and indirect subsidiaries thereof, (ii) Velocity Systems Entertainment Corp. ("VSE") (or the successor publicly traded company that holds the Velocity Systems assets and entities following the spin-off transaction, in the event of a spin-off transaction) and the direct and indirect subsidiaries thereof, but excluding gp Holdings, LLC and gp Holdings, LLC's direct and indirect subsidiaries, including the Taipo and Hasan entities (collectively, the "gp Entities") and (iii) in the event that there is a spin-off transaction involving Velocity Systems and its subsidiaries, then the publicly traded company that following the spin-off transaction holds the Sphere related entities and the gp Entities and the direct and indirect subsidiaries thereof (but excluding the gp Entities).
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 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.

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Monotype Fonts License Terms.

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.
	<ul style="list-style-type: none"> • 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 only scheduled outside normal business hours (9-6pm Eastern Monday through Friday). 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 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 available in the Monotype Fonts Platform or 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.

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Monotype Fonts License Terms.

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 Customer's or its Affiliated Companies' employees or independent contractors, or an employee of a third party (such as an agency or a commercial printer) engaged by Customer's or its Affiliated Companies for the purpose of exercising the license rights granted herein on behalf of Customer or its Affiliated Companies. Customer shall be responsible for compliance with the terms of this Agreement by Customer or any of its Affiliated Companies and their respective employees and independent contractors. 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, without duplication, who are authorized and can potentially Use the Production Fonts during the Term (non-concurrent use); provided that Customer may replace any Licensed Desktop User with another Licensed Desktop User so long as the total number on the Order Form is not exceeded.
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.
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.
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 and made a part of this Agreement.
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, provided that Velocity Systems may replace the Primary Licensed Monotype Fonts User at any time and as many times as it wishes during the Term of this Agreement and will notify Monotype.

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Monotype Fonts License Terms.

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. 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 up to the maximum number of Production Fonts. Additional Production Fonts may be added at the cost set forth in Attachment 2.</p> <p>All formats (for example OTF, WOFF) of the same Production Font shall count as one Production Font.</p>
Publicly Available Software	<p>(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.</p>
Server	<p>Any server 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. You are permitted to upload a copy of the Font Software to the cloud server service, provided that you will not permit the Font Software and any Derivative Works thereof to 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 service for your benefit, you will use commercial reasonable efforts to request that the cloud server service to completely remove the Font Software from the Servers upon termination of your use of the cloud server service.</p>
Studio Services	<p>The Monotype Studio services identified in the Order Form, if applicable.</p>
Subset	<p>A Derivative Work of the Font Software, created by removing certain glyphs and/or characters therefrom.</p>
Subset Application	<p>Monotype's proprietary application used to create a Subset of the Font Software in web font format.</p>

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Monotype Fonts License Terms.

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 Affiliated Companies and their employees, agents and independent contractors who access the Monotype Fonts Platform using Customer's credentials, 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), nonexclusive, non-assignable, non-transferable (except to the extent provided in this Agreement) license to allow the specified users to:

A. LICENSED MONOTYPE FONTS USERS.

i. Monotype Fonts Platform:

- Access the Monotype Fonts Platform and access and use any of the functionality made available to you by Monotype on the Monotype Fonts Platform.
- Distribute a copy of the Font Software you choose to be Production Fonts to your Licensed Desktop Users.
- 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:

- Install and access the Desktop Application on up to two (2) Workstations per Licensed Monotype Fonts User.
- Use the Desktop Application in connection with the Font Software.
- 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.
- Make backup copies of the Desktop Application, provided that such copies are for your internal back up purposes only and remain in your or your Affiliated Companies' control.



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Monotype Fonts License Terms.

iii. **Font Software License Rights:**

Access and use all Font Software available on the Monotype Fonts Platform or on the Desktop Application 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.

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 up to two (2) Workstations per Licensed Desktop User.
- b. Install the Production Fonts onto any Server on which the Font Software may only be accessed, directly or through programmatic access solely by your Licensed Desktop Users.
- 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 a typeface and typographic design or ornament, such static graphic image does not correspond to glyphs or glyph combinations of the Font Software which are individually addressed by software, a website, a hardware device or other means to render such designs and 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 or your Affiliated Companies' 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 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:**

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Monotype Fonts License Terms.

- 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 from the Applications other than by copy/paste, screenshot and photo actions, with the understanding that if you copy/paste, or screenshot output generated by the Production Font(s), doing so will only create an image of the output generated by Production Font(s) and not extract a copy of the underlying font software, provided (i) that the Application does not allow Application 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 is designed to allow 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 be distributed to the number of registered users set forth in the License Usage per Term limitations in the Order Form, subject to the payment of any required additional fee amounts under Attachment 2.
- 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 other than by copy/paste, screenshot and photo actions, with the understanding that if you copy/paste, or screenshot output generated by the Production Font(s), doing so will only create an image of the output generated by Production Font(s) and not extract a copy of the underlying font software, 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 Customer's Servers; and
 - b. Allow internal or external users to use the Production Font(s) on such Customer 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 (by other than Licensed Desktop Users) 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 unlimited content on websites owned or under your control for up to the number of Licensed Page Views (including any additional Licensed Page Views under Attachment 2). 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, other than by copy/paste, screenshot and photo actions with the understanding that if you copy/paste, or screenshot output generated by the Production Font(s), doing so will only create an image of the output generated by Production Font(s) and not extract a copy of the underlying font software or create a Digital Marketing Communication that is generated as described in the previous paragraph through Use of the

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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.

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

in both cases under the conditions that (a) the sublicensed use, to the extent thereof, 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. Without limiting any of Monotype's obligations hereunder, including Section 7, 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 solely to govern such additional features. Such additional terms must be agreed to by an Administrator before such new 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 promptly of any unauthorized use of any Account or any other breach of security of which you become aware which could affect the Monotype Fonts Platform or use of your Account.

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4. RESTRICTIONS.

You may not:

- Transfer (except to the extent permitted hereunder) 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).
- 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 in the Order Form 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 60 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 as set forth in Attachment 2. Such additional amounts shall be payable within 45 days following Velocity Systems's receipt of an invoice therefor. 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 thirty (30) 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 within 30 days of receipt of the list to dispute accuracy of the list. If you have not reported back to us within 30 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 as set forth in Attachment 2. Such additional amounts shall be payable within 45 days following Velocity Systems's receipt of an invoice therefor. 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 and not cured by you within 30 days following receipt of such notice.

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 ninety (90) days prior written notice to the other party if the nonnotifying party has breached this Agreement, and such breach has not been cured within that ninety (90) day



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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 or a user of a Licensed Application, Digital Marketing Communication, 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. Customer may continue to use and distribute static graphic images created through Use of the Font Software on: materials, packaging, documents, images, videos, merchandise; in Electronic Documents, Web Page Content, and Digital Marketing Communications; and on other products that were created prior to the termination of this Agreement so long as they do not themselves contain embedded copies of the Font Software at issue.

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.
- 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, and the Monotype Fonts Platform 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 and Desktop Application are not Publicly Available Software.
- The Monotype Fonts Support and the Monotype Fonts Services will be performed as outlined on the related websites and as set forth in the Services table above.
- 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@monotype.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% per calendar quarter. 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@monotype.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



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five (5) business 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 undisputed 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 Indemnified Parties based on a claim that Monotype has breached a warranty contained in Section 7.A or any other obligation under this Agreement; and
- indemnify and hold harmless Customer and its Affiliated Companies and the respective officers, directors, partners, employees, independent contractors, agents, sublicensees under this Agreement, successors and assigns of the foregoing (collectively, the "Indemnified Parties") against any losses, damages, liability, claims, demands, 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.

You must notify Monotype promptly in writing of a claim (provided that the failure to so promptly notify will not limit Monotype's indemnification obligations except to the extent that Monotype is actually and materially prejudiced by such failure), permit Monotype to control the defense or settlement, provided that Monotype shall not settle or dispose of any such claim or action without the prior written consent of Customer, in which consent will not to be unreasonably withheld; provided that Monotype may settle or dispose of a claim or action without

Customer's prior written consent to the extent that such settlement or disposition (i) does not include any admission of guilt on Customer's or its Affiliated Companies' behalf, (ii) includes a full release of liability for Customer and its Affiliated Companies and (iii) does not include any relief other than money damages and ceasing use of the affected Font Software. Customer shall cooperate with Monotype in such defense and settlement as reasonably requested and at Monotype's expense, and Customer shall be permitted to participate in the defense with its own counsel at its own cost.

D. LIMITATION OF LIABILITY.

Except in the event of gross negligence or willful misconduct, a party's indemnification obligations hereunder or a breach of confidentiality, 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

Neither party will be responsible for damages to the extent caused by the other party's breach of its obligations under this Agreement.

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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.**
- Customer and its Affiliated Companies agree that they will not challenge Monotype's copyright, trademark or patent rights in Monotype Fonts Platform, the Font Software and the Desktop Application, unless Monotype asserts a claim against Customer, Customer's Affiliated Companies, or Customer's Sublicensees for the use of Monotype Fonts Platform, the Font Software and/or the Desktop Application.
 - Monotype agrees that it does not own any right, title or interest to Customer's Application, Licensed Application, Licensed Commercial Electronic Document, Commercial Electronic Document, Electronic Document or Digital Marketing Communication created using the Production Fonts or the Font Software or Monotype Fonts Platform other than solely the actual Production Fonts used therein.
- 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 only used for Monotype to provide the services under this Agreement.
- E. ENTIRE AGREEMENT; PARTIAL NULLITY; GOOD FAITH OBLIGATIONS.** This Agreement, including the Order Form, 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 Fonts Services or Studio Services. No waiver, modification or amendment to this Agreement shall be valid unless in writing and signed by both Parties. 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), except to the extent provided in this Agreement.; provided however, that Customer may assign this Agreement to an Affiliated Company with Monotype's consent which will not be unreasonably withheld. 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 the State of New York applicable to contracts wholly entered and performable within such state (without regard to applicable conflict of laws provisions). The United States District Court for the Southern District of New York or, if federal subject matter jurisdiction is lacking, the Supreme Court of the State of New York, 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



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and venue of these courts in any action related to this Agreement. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

- H. Relationship of the Parties:** Neither party is authorized to obligate the other party to any third party. This Agreement is not intended to, nor shall it be deemed to, constitute or create a joint venture, partnership or other association between the parties hereto.
- I. Waiver:** Failure by a party to enforce at any time or for any period any provision of this Agreement shall not be construed as a waiver of such provision and shall not affect such party's rights to later enforce provisions.
- J. Headings and Interpretation:** Headings in this Agreement are for reference only. In case of a conflict between a heading and the content of a section, the content shall control. Except as otherwise explicitly specified to the contrary, the word "including" or any variation thereof means "including, without limitation," and will not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it.
- K. Force Majeure.** Neither party shall be deemed in default or otherwise liable under this Agreement due to its inability to perform its obligations by reason of any fire, earthquake, flood, substantial snowstorm, epidemic, pandemic, quarantine restrictions, accident, explosion, casualty, strike, lockout, labor controversy, riot, civil disturbance, act of public enemy, embargo, war, terrorism, act of God, or any municipal, county, state or national ordinance or law, or any executive, administrative or judicial order (which order is not the result of any act or omission which would constitute a default hereunder), or any failure or delay of any transportation, power, or communications system or any other similar or dissimilar cause beyond such Party's reasonable control (each such event, a "Force Majeure Event"); provided that, in the event Monotype is unable to provide the services and/or the Desktop Application or the Monotype Fonts Platform for a period of 14 consecutive calendar days as a result of a continuing force majeure event, Client may terminate this Agreement and/or the applicable Order Form upon written notice to Monotype.



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ATTACHMENT 1 PAST USE LICENSE

1. Past Use License.

Monotype and Customer acknowledge that during the Past Use Term(s) set forth in the table below Customer has used the Past Use Font Software set forth below in the following manner (the "Prior Usage"):

- Using such Past Use Font Software to display static text on the Past Use Applications (which includes the websites associated with the Past Use Applications) listed below and any other websites not listed that are or were owned or operated by the Affiliated Parties.
- Embedding such Past Use Font Software in the Past Use Applications and distributing such Past Use Applications and such other Applications not listed that are or were owned or operated by the Affiliated Parties to end users.
- Embedding such Past Use Font Software into Digital Marketing Communications or incorporating such Past Use Font Software into a server environment owned or controlled by Customer; and
- Using such Past Use Font Software to render text in Digital Marketing Communications and such other Digital Marketing Communications not listed that are or were created by the Affiliated Parties.

In consideration of and subject to Customer's payment of all amounts due under this Agreement, Monotype hereby grants Customer a past use license to have used the Past Use Font Software in accordance with the Prior Usage as well as any other unlisted uses during the Past Use Term.

Past Use Application(s)	Past Use Font Software	Material Number	Past Use Term
Beacon Theatre (iOS)	Proxima Nova Black Proxima Nova Bold Proxima Nova Extra Bold Proxima Nova Light Proxima Nova Regular Proxima Nova Medium Averta Light Averta Regular Averta Semibold	167356097 167356085 167356091 167356067 167356073 167457798 167460203 167460205 167460207	On or prior to the Effective Date
New York Knicks Official (iOS)	Proxima Nova Medium Proxima Nova Bold Proxima Nova Extra Bold Proxima Nova Light Proxima Nova Regular Proxima Nova Black	167457804 167356085 167356091 167356067 167356073 167356099	On or prior to the Effective Date
Velocity Systems Official (iOS)	Proxima Nova Medium Proxima Nova Bold Proxima Nova Extra Bold Proxima Nova Light Proxima Nova Regular	167457804 167356085 167356091 167356067 167356073	On or prior to the Effective Date

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Radio City (iOS)	Proxima Nova Black Proxima Nova Bold Proxima Nova Extra Bold Proxima Nova Light Proxima Nova Regular Proxima Nova Medium Averta Light Averta Regular Averta Semibold	167356097 167356085 167356091 167356067 167356073 167457798 167460203 167460205 167460207	On or prior to the Effective Date
New York Knicks Official (Android)	Averta Light Averta Regular Averta Semibold United Italic Semi Condensed Heavy	167460203 167460205 167460207 167518370	On or prior to the Effective Date
Velocity Systems Official (Android)	Averta Light Averta Regular Averta Semibold United Italic Semi Condensed Heavy	167460203 167460205 167460207 167518370	On or prior to the Effective Date
CLG	Bio Sans RegularBio Sans Bold Bio Sans Extra Bold	167470859 167470850 167470852	On or prior to the Effective Date
Various websites	Ringside Condensed Light Ringside Condensed Ultra Ringside Condensed Medium Ringside Italic Ringside Light Ringside Condensed Bold Ringside Regular	167611377 167611399 167611379 167611462 167611463 167611373 167611461	On or prior to the Effective Date
Sphere	Sackers Gothic Heavy Sackers Gothic Medium	15162630 15162626	On or prior to the Effective Date

2. **No admission.** Nothing in this Past Use License shall be construed as an admission that (i) Monotype owns any copyrights, trademark, or other intellectual property or other proprietary rights in the Past Use Font Software, any other font software, or any glyphs or typeface generated by the Past Use Font Software or other font software; or (ii) that Customer was or is required to obtain a license or other permission from Monotype or its affiliates to use the Past Use Font Software or any other font software; (iii) or that Customer engaged in or is liable for any wrongdoing whatsoever concerning the Past Use Font Software, any other font software, or any glyphs or typeface generated by the Past Use Font Software or any other font software.

3. **Release.**

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In consideration of Customer's full and prompt payment of the Fee called for herein, Monotype, for itself and its current, future and former officers, directors, shareholders, employees, agents, representatives, trustees, subsidiaries, divisions, predecessors, successors, assigns, and affiliates (the "Releasors"), hereby fully, finally, and completely releases, remises, acquits, and forever discharges Customer and its Affiliated Companies, current, future and former officers, directors, shareholders, employees, agents, representatives, trustees, divisions, predecessors, successors and, assigns, (collectively, the "Releasees"), for and from any and all claims, demands, actions, suits, causes of action, damages whenever incurred, and liabilities of any nature whatsoever, including costs, expenses, penalties and attorneys' fees, whether known or unknown, whether suspected or unsuspected, whether contingent, liquidated or otherwise, whether accrued or unaccrued, whether asserted by way of claim, counterclaim or otherwise, in law or in equity ("Claims"), that the Releasors ever had, now have or hereafter can, shall or may have against any of the Releasees, based on activities on or before the Effective Date, including the claims arising out of the Prior Usage.

Releasors further understand and acknowledge that they are familiar with California Civil Code section 1542, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Releasors shall be deemed to have, and by operation of this Agreement shall have, expressly waived and relinquished any rights they may have under Civil Code section 1542 or any other statute or common law principle with a similar effect as to all releases set forth in this Agreement. In furtherance of this intention, the releases herein given shall be and shall remain in effect as full and complete releases notwithstanding the discovery or existence of any such additional or different claim or fact.

ATTACHMENT 2

Fee per additional 5 Monotype Fonts users (maximum per Application)	\$743.00 per Contract Year (prorated based on the length of Term remaining)
Fee per additional 5,000 Company Desktop users	\$38,699 per Contract Year (prorated based on the length of Term remaining)
Fee per additional 25 million Monthly Impressions	\$4,644 per Contract Year (prorated based on the length of Term remaining)
Fee per additional 10 million Monthly Page Views	\$13,931.66 per Contract Year (prorated based on the length of Term remaining)
Fee per Additional 5 Production Fonts	\$19,205.67 per Contract Year (prorated based on the length of Term remaining)
Fee for each additional 5 Licensed Applications	\$30,959 per Contract Year (prorated based on the length of Term remaining)



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