

COMMERCIAL EXTENSION (Software Product) – EXT2

1. **Extension.** In addition to the rights granted by the EULA and other license extensions entered into between you and Monotype, if any, and subject to the non-conflicting restrictions set forth in such agreements, you are hereby granted the non-exclusive, non-assignable, non-transferable license to, notwithstanding any provision of the EULA to the contrary, (i) use the deliverables for the Font Software to incorporate such Font Software in object code only into Products and, if applicable, on the Designated Platform(s), (ii) duplicate the Font Software in object code only as an integral part of Products, and (iii) market and distribute, directly or indirectly, through any and all distribution channels, the Font Software solely as an integrated component of the Products, and not as a stand-alone software product, to End-Users solely for Internal Use under a EULA.
2. **Protection of Font Software.** You are obligated to ensure that the Font Software cannot be fully or partially extracted from Products.
3. **Trademark License.** You are hereby granted a non-exclusive, non-assignable, non-transferable license for the term of this Extension to use the Licensed Trademarks in your advertising, publicity, literature, packaging, and other promotional activities in connection with the Font Software incorporated within the Products. You shall identify all Font Software to End Users only by the Licensed Trademarks. You shall comply with the Licensed Trademark use requirements set forth at www.monotypeimaging.com. You will only use the Licensed Trademarks to identify Font Software which effects a faithful reproduction of the underlying font and which is of a quality sufficient to meet Monotype's typographic quality standard as of the date of use of the Font Software in a Product by an End User, which shall be consistent with the industry standards. Upon Monotype's request, you will provide, from time to time, Monotype with screen shots of a Product free of charge so as to enable Monotype to confirm continued adherence to such standards and a sample of any material with which you are advertising or distributing Products if such material identifies Licensed Trademarks. If Monotype provides corrections to such screen shots or materials, you shall make the respective corrections in your next software update or printing, as applicable. Monotype will not unreasonably object to your quality output as evidenced by the screen shots or your advertising, packaging and materials. Monotype or its suppliers own all right, title and interest in and to the Licensed Trademarks. You acknowledge that the use of the Licensed Trademarks by you will not create in you, nor will you represent that you have, any right, title or interest in or to the Licensed Trademarks. You agree not to do anything impairing Monotype's rights in the Licensed Trademarks. You acknowledge that all use of Monotype's Licensed Trademarks by you and End Users will inure to the benefit of Monotype.
4. **Integration; Support.** Monotype shall provide you with limited telephone support for the initial integration or implementation of the Font Software, the total of such time to be reasonable but not to exceed 5 hours. Additional engineering technical phone support will be billed at the then published Monotype rate. Monotype shall have no obligation to provide you with any updates or upgrades of the Font Software or documentation. You shall be solely responsible for technical support, if any provided to your End Users.
5. **Limited Licensed Software Warranties.** Except as may otherwise be required by law, Monotype warrants for ninety (90) days after delivery to you that the Licensed Software Deliverables supplied to you under this Agreement will faithfully produce images of the Licensed Fonts when incorporated into the Products and, if applicable, on a Designated Platform. You agree and understand that the Licensed Software will be deemed to be within applicable warranty specifications unless you present a warranty claim to Monotype within the applicable warranty period. In the event that Monotype breaches this warranty, as its sole and exclusive remedy, Monotype will make commercially reasonable efforts to correct the breach within thirty (30) days or as soon thereafter as commercially reasonable.
6. **Limited Intellectual Property Warranty.** Monotype warrants that the Licensed Software does not infringe any intellectual property rights of any third parties, including but not limited to patents, trademarks and copyrights.
7. **Publicly Available Software Warranty.** Monotype represents and warrants that the Licensed Software is not Publicly Available Software. You warrant that you will take no action which will have the direct or indirect effect of causing the Licensed Software or Derivative Works thereof to become Publicly Available Software or otherwise be subject to a Publicly Available Software agreement.
8. **Warranty Regarding Extraction of Licensed Software.** You warrant that the Licensed Software shall be embedded in Products in such a manner that it cannot be extracted or duplicated or, if such extraction or duplication is possible, the distribution of such Products shall be pursuant to a EULA.
9. **Warranty Disclaimers.** EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS SECTION WHICH, UNLESS OTHERWISE EXPRESSLY STATED, ARE AS OF THE EFFECTIVE DATE, ALL OTHER WARRANTIES WITH REGARD TO THE DELIVERABLES, LICENSED SOFTWARE, SERVICES OR OTHERWISE RELATING TO THIS AGREEMENT, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, ARE EXCLUDED. MONOTYPE DOES NOT WARRANT THAT THE DELIVERABLES AND/OR LICENSED SOFTWARE ARE FREE FROM ALL BUGS, ERRORS OR OMISSIONS. THE WARRANTIES PROVIDED TO YOU BY MONOTYPE UNDER THIS AGREEMENT ARE PROVIDED ONLY TO YOU AND MAY NOT BE PASSED THROUGH BY YOU TO ANY THIRD PARTIES INCLUDING BUT NOT LIMITED TO END-USERS.
10. **Monotype Duty to Indemnify.** Pursuant to Section 12, Monotype shall, at its expense and at the your request, defend you from any claim or action brought by a third party against you to the extent it is based on a claim that Monotype has breached any warranty contained in this Agreement and shall indemnify you against any damages, liability, costs or expenses incurred by you in connection with a final judgment by a court of final authority resulting from such a claim unless such claim is made by an affiliate of you or is based on (i) the combination, operation or use of a Deliverable of the Licensed Software with software, hardware, data or other technology not supplied by Monotype; (ii) compliance by Monotype with the written instructions from you; or (iii) modifications made to a Deliverable of the Licensed Software that were not performed by Monotype or its agents or subcontractors.
11. **Your Duty to Indemnify.** Pursuant to Section 12, you shall, at your expense and at Monotype's request, defend Monotype from any claim or action brought by a third party against Monotype arising from an alleged infringement or other violation of any patent other similar proprietary right based on the combination of the Products and the Licensed Software to the extent such claim relates to the combination and you shall indemnify Monotype against any damages, liability, costs or expenses incurred by Monotype in connection with a final judgment by a court of final authority resulting from such a claim.
12. **Indemnification Obligations.** A Party must notify the indemnifying Party promptly in writing of a claim, permit the indemnifying Party to control the defense or settlement, and cooperate fully with the indemnifying Party in such defense and settlement as reasonably requested and at the indemnifying Party's expense. In the event that any part of the Licensed Software or Licensed Trademarks are held in any suit or proceeding or in Monotype's opinion is likely to constitute infringement of any third party's rights and/or the use thereof is enjoined, Monotype may at its sole option and discretion (i) terminate this Agreement and provide you with a refund of any Fees paid for the Licensed Software during the term of this Agreement, (ii) obtain for you the right to continue using the Licensed Software or Licensed Trademarks, or (iii) modify or replace the Licensed Software or Licensed Trademarks with non-infringing items, while providing substantially similar functionality.
13. **Limitation of Remedies.** IN NO EVENT WILL MONOTYPE, ITS AFFILIATES OR SUPPLIERS BE LIABLE FOR: (1) TO THE EXTENT PERMITTED BY LAW, 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 MONOTYPE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (2) DAMAGES CAUSED BY YOUR FAILURE TO PERFORM ITS

OBLIGATIONS. IN NO EVENT WILL MONOTYPE, ITS AFFILIATES OR SUPPLIERS BE LIABLE TO YOU OR TO ANY OTHER PARTY IN THE AGGREGATE FOR ANY AND ALL CLAIMS ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, CLAIMS FOR INDEMNIFICATION TOGETHER WITH ATTORNEYS FEES AND COSTS, IN AN AMOUNT EXCEEDING THE TOTAL AMOUNT ACTUALLY PAID TO MONOTYPE BY YOU UNDER THE TERMS OF THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING MONOTYPE'S RECEIPT OF NOTICE OF THE CLAIM.

14. **Injunctive Relief.** You agree that, due to the nature of the Font Software and the Licensed Trademarks, and the inherent difficulty of adequately protecting the proprietary rights of Monotype in the Font Software and Licensed Trademarks, a breach of this Agreement will cause Monotype irreparable harm for which money damages would be inadequate. Therefore, you agree that Monotype is entitled to seek injunctive relief to protect its rights under this Agreement, in addition to any and all remedies available at law. You agree to assign to Monotype your right to bring an action for violation of proprietary rights against any third parties in possession of the Font Software through you. You agree that no bond or security shall be required of Monotype as a condition of obtaining any injunctive or other relief to enforce its rights under this Agreement.
15. **Term.** This Agreement shall be effective as of the date of Monotype's acceptance of your offer (the "Effective Date"), for the term set forth in the respective additional license terms, unless earlier terminated in accordance with the terms hereof. In case of an automatic renewal this Agreement shall renew for additional terms as indicated in the respective additional license terms, unless either party provides written notice of termination at least thirty (30) days prior to the expiration of the then current term. Either party shall have the sole discretion to determine as to whether it intends not to renew.
16. **Payment Terms in Case of Renewal.** In case of an automatic renewal, Monotype shall send you a notice of expiration and an invoice for the amount indicated in the respective additional license terms for the non-refundable license fee for the next term ninety (90) days prior to the expiration of the initial term or any renewal term of this Agreement. No amounts may be paid by you through an affiliated entity or through a third party unless specifically agreed to by Monotype.
17. **Application of EULA; Termination.** You hereby expressly acknowledge the terms and conditions of the EULA which shall, with the exception of the rights granted herein or other license extensions to the EULA, remain in full force and effect. Any capitalized terms used in this Extension and not defined shall have the meaning set forth in the EULA. In the event the EULA terminates for any reason, this Extension will terminate without any further action on the part of either party. In addition, either party may terminate this Extension upon thirty (30) days prior written notice to the other party if the non-notifying party has materially breached this Agreement, and such breach has not been cured within such 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. Monotype shall also have the right to terminate this Extension immediately upon written notice if you shall become insolvent, enter bankruptcy, seek reorganization in the bankruptcy court, make an assignment for the benefit of creditors, or have a receiver appointed over any of your assets.
18. **Rights Upon Termination.** In the event of a termination of this Extension, you shall continue to be responsible for safeguarding the proprietary rights of Monotype. Subject to any continuing rights in the EULA, you shall immediately discontinue use of and return or destroy all copies of, the Font Software in your possession (including copies placed in any storage device under your control). Upon termination, all existing agreements with End-Users shall survive and you shall assign to Monotype your rights in all such agreements.
19. **Definitions.**

"End User" – means a person or entity which acquires a Product for his, her or its own internal customary and ordinary business or personal use, and not for further distribution in any manner.

"EULA" – means an agreement binding an End User to the following minimum terms and conditions:

 - (i) The Product contains, as a component, third party software, including Font Software that is proprietary to the licensor or its suppliers and subject to the copyright laws of the United States and other jurisdictions.
 - (ii) The Font Software may not be altered, modified or extracted from the Product.
 - (iii) The End User's use is limited to "Internal Use" meaning use of the Font Software only in the course of the End User's customary and ordinary internal business or personal use and not for further resale, sublicensing or distribution. "Customary and ordinary internal business use" shall mean, for an End User that is an entity, use by such End User, or its employees or authorized agents for the End User's customary and ordinary internal business. "Customary and ordinary personal use" shall mean use, by an End User that is an individual, use by such End User or a member of such End User's household for internal personal purposes. All such employees, agents, and household members shall be notified by the End User as to the terms and conditions of the End User Agreement and shall agree to be bound by it.
 - (iv) The license may be terminated in the event of breach and, upon termination, the licensee will be required to immediately cease all use of the Product and Font Software residing therein, destroy the original and all copies of the product in the licensee's custody, possession, or control and promptly certify to such entity that such destruction has taken place.
 - (v) All rights not expressly granted are reserved.

"Internal Use" – means the use of the Font Software in a Product by an End-User only in the course of its customary and ordinary internal business or personal use to generate human readable, permanent or temporary renderings of Font Software for viewing on an output device. By way of example only, the End User may use the Product to create static graphics or a PDF document with the non-editable embedded Font Software but may not distribute such graphic or document to people outside the End User's organization or household without acquiring a separate license from Monotype.

"Publicly Available Software" – means each of: (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. Publicly Available Software includes, without limitation, software licensed or distributed under any of the following licenses or distribution models, or licenses or distribution models similar to any of the following: (1) GNU's General Public License (GPL) or Lesser/Library GPL (LGPL); (2) the Artistic License (e.g., PERL); (3) the Mozilla Public License; (4) the Netscape Public License; (5) the Sun Community Source License (SCSL); (6) the Sun Industry Standard Source License (SISL); and (7) the Apache Software license.

COMMERCIAL EXTENSION (Web Content) – EXT3

1. **Extension.** In addition to the rights granted by the EULA and other license extensions entered into between you and Monotype, if any, and subject to the non-conflicting restrictions set forth in such agreements, you are hereby granted as of the date of Monotype's acceptance of your offer (the "Effective Date"), for the term set forth in the respective additional license terms, for the Font Software "as is" when initially downloaded by you or delivered to you

at the start of the term, the non-exclusive, non-assignable, non-transferable license to, notwithstanding any provision of the EULA to the contrary, (1) create Derivative Works of the Font Software using Flash, SVG, Cufón, or siFR (each such Derivative Work being owned by Monotype and thereafter constituting Font Software licensed to you hereunder and under the EULA), (2) Use such Derivative Works to generate content on the self-hosted Licensed Websites for up to the total number of permitted Page Views (meaning individual requests to load a single HTML file from a website) per month, and (3) Use the Font Software to, directly or through a third party web font hosting service with which you have a written agreement regarding the use and protection of the Font Software, generate content on the Licensed Websites for up to the total number of permitted Page Views per month; provided that, in the event a browser supports the WOFF format, you and any such web font hosting service shall only have the right to use the WOFF format to generate content on the Licensed Websites. The Font Software can be installed on a server solely for the purpose of generating content on the Licensed Websites for up to the total number of permitted Page Views per month as permitted by this Extension. You and Monotype agree that Monotype has no support obligations of any kind for the Font Software licensed for the rights set forth in this EXT3.

2. **Excess of Page Views.** If the total number of Page Views per month exceeds the licensed number, you are required to obtain a further license extension from Monotype. You agree that upon request from Monotype, you will within thirty (30) days provide Monotype with information whether the total number of Page Views per month exceeds the licensed permitted Page Views and, if yes, information about the current total number of Page Views per month.
3. **Protection of Font Software.** If the Font Software is delivered to you in WOFF format, you, and any third party web font hosting service, are required to protect and preserve the public metadata and private data blocks included in the font file. If the Font Software is delivered to you in WOFF format accompanied by Font Software in the original OpenType or TrueType formats and you, or any third party web font hosting service, convert such Font Software to WOFF format, you, or any third party web font hosting service, must copy the public metadata and private data blocks from the font file of the Font Software simultaneously delivered to you in WOFF format and include it in such converted Font Software. In addition, you and any third party web font hosting service are responsible for ensuring that the Font Software, in its original or a converted format, and/or its derivative Works can only be used on Licensed Websites and cannot be used or referenced by any other Website. This includes, but is not limited to, (a) installing adequate technical protection measures that restrict the use and/or access to the Font Software and/or Derivative Works, for instance by binding an EOT font to the Licensed Websites, utilizing JavaScript or access control mechanism for cross-origin resource sharing and/or protecting a siFR Flash file against use on other Websites than Licensed Websites by restricting domain access only to Licensed Websites, or (b) in the event the Font Software is in the original TrueType or OpenType format, ensuring that the Font Software is Base64 encoded. The failure to adequately protect the Font Software and/or Derivative Works used for the Licensed Websites against use on other websites shall be considered a failure to comply with the EULA terms which will result in the automatic termination of the EULA and this Extension.
4. **Injunctive Relief.** You agree that, due to the nature of the Font Software, and the inherent difficulty of adequately protecting the proprietary rights of Monotype in the Font Software, a breach of this Agreement will cause Monotype irreparable harm for which money damages would be inadequate. Therefore, you agree that Monotype is entitled to seek injunctive relief to protect its rights under this Agreement, in addition to any and all remedies available at law. You agree that no bond or security shall be required of Monotype as a condition of obtaining any injunctive or other relief to enforce its rights under this Agreement.
5. **Term.** This Agreement shall be effective as of the date of Monotype's acceptance of your offer (the "Effective Date"), for the term set forth in the respective additional license terms, unless earlier terminated in accordance with the terms hereof. In case of an automatic renewal this Agreement shall renew for additional terms as indicated in the respective additional license terms, unless either party provides written notice of termination at least thirty (30) days prior to the expiration of the then current term. Either party shall have the sole discretion to determine as to whether it intends not to renew.
6. **Payment Terms in Case of Renewal.** In case of an automatic renewal, Monotype shall send you a notice of expiration and an invoice for the amount indicated in the respective additional license terms for the non-refundable license fee for the next term ninety (90) days prior to the expiration of the initial term or any renewal term of this Agreement. No amounts may be paid by you through an affiliated entity or through a third party unless specifically agreed to by Monotype.
7. **Application of EULA; Termination.** You hereby expressly acknowledge the terms and conditions of the EULA which shall, with the exception of the rights granted herein or other license extensions to the EULA, remain in full force and effect. Any capitalized terms used in this Extension and not defined shall have the meaning set forth in the EULA. In the event the EULA terminates for any reason, this Extension will terminate without any further action on the part of either party. In addition, either party may terminate this Extension upon thirty (30) days prior written notice to the other party if the non-notifying party has materially breached this Agreement, and such breach has not been cured within such 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. Monotype shall also have the right to terminate this Extension immediately upon written notice if you shall become insolvent, enter bankruptcy, seek reorganization in the bankruptcy court, make an assignment for the benefit of creditors, or have a receiver appointed over any of your assets.

WEB SERVER EXTENSION – EXT4

1. **Extension.** In addition to the rights granted by the EULA and other license extensions entered into between you and Monotype, if any, and subject to the non-conflicting restrictions set forth in such agreements, you are hereby granted the non-exclusive, non-assignable, non-transferable license to, notwithstanding any provision of the EULA to the contrary, (i) install the Font Software on the Licensed Servers or incorporate the Font Software into a product and install the product on the Licensed Servers for the purposes set forth in this Extension, (ii) to use the Font Software on Development Servers solely for internal development use, (iii) in each case for Internal Use only, (A) create or allow End Users to create Embedded Documents with Printing and Viewing Rights and Editing Rights, (B) distribute such Embedded Documents to End Users and (C) grant End Users the right to use the Font Software to print, view and edit the Embedded Documents. End Users shall not have the right to distribute the Embedded Document. You may not distribute an Embedded Document as a commercial product for a fee or any other consideration without acquiring a separate license from Monotype.
2. **Protection of Font Software.** You shall have no right to duplicate the Font Software except for back-up purposes, shall have no right to distribute the Font Software to any party, and shall only install the Font Software on the Licensed Servers and not on any other computer or processing unit. You agree that the Font Software (i) shall be integrated into and installed in an Embedded Document in such a manner that it cannot be extracted from Embedded Document, (ii) will not be usable except with Embedded Document, and (iii) cannot be used or accessed by any unauthorized third party. All use of the Font Software by End Users shall be pursuant to End User Agreements. End Users shall have no right to use Font Software to create, modify, or edit a document except on the Licensed Servers. You agree that you will take no action which will have the direct or indirect effect of causing the Font Software or derivative works thereof to become Publicly Available Software or otherwise be subject to a Publicly Available Software agreement.

3. **Trademark License.** You are hereby granted a non-exclusive, non-assignable, non-transferable license for the term of this Extension to use the Licensed Trademarks in your advertising, publicity, literature, packaging, and other promotional activities in connection with the Font Software incorporated within the Embedded Documents. You shall identify all Font Software to End Users only by the Licensed Trademarks. You shall comply with the Licensed Trademark use requirements set forth at www.monotypeimaging.com. You will only use the Licensed Trademarks to identify Font Software which effects a faithful reproduction of the underlying font and which is of a quality sufficient to meet Monotype's typographic quality standard as of the date of use of the Font Software in an Embedded Document by an End User, which shall be consistent with the industry standards. Upon Monotype's request, you will provide, from time to time, Monotype with a screen shot of a sample Embedded Document free of charge so as to enable Monotype to confirm continued adherence to such standards and a sample of any packaging in which you are advertising or distributing Embedded Documents. If Monotype provides corrections to such screen shot or materials, you shall correct such materials in your next software update or printing, as applicable. Monotype will not unreasonably object to your quality output as evidenced by the screen shot or your advertising, packaging and materials. Monotype or its suppliers own all right, title and interest in and to the Licensed Trademarks. You acknowledge that the use of the Licensed Trademarks by you will not create in you, nor will you represent that you have, any right, title or interest in or to the Licensed Trademarks. You agree not to do anything impairing Monotype's rights in the Licensed Trademarks. You acknowledge that all use of Monotype's Licensed Trademarks by you and End Users will inure to the benefit of Monotype.
4. **Integration; Support.** Monotype shall provide you with limited telephone support for the initial integration or implementation of the Font Software, the total of such time to be reasonable but not to exceed 5 hours. Additional engineering technical phone support will be billed at the then published Monotype rate. Monotype shall have no obligation to provide you with any updates or upgrades of the Font Software or documentation. You shall be solely responsible for technical support, if any provided to your End Users.
5. **Injunctive Relief.** You agree that, due to the nature of the Font Software and the Licensed Trademarks, and the inherent difficulty of adequately protecting the proprietary rights of Monotype in the Font Software and the Licensed Trademarks, a breach of this Agreement will cause Monotype irreparable harm for which money damages would be inadequate. Therefore, you agree that Monotype is entitled to seek injunctive relief to protect its rights under this Agreement, in addition to any and all remedies available at law. You agree that no bond or security shall be required of Monotype as a condition of obtaining any injunctive or other relief to enforce its rights under this Agreement.
6. **Term.** This Agreement shall be effective as of the date of Monotype's acceptance of your offer (the "Effective Date"), for the term set forth in the respective additional license terms, unless earlier terminated in accordance with the terms hereof. In case of an automatic renewal this Agreement shall renew for additional terms as indicated in the respective additional license terms, unless either party provides written notice of termination at least thirty (30) days prior to the expiration of the then current term. Either party shall have the sole discretion to determine as to whether it intends not to renew.
7. **Payment Terms in Case of Renewal.** In case of an automatic renewal, Monotype shall send you a notice of expiration and an invoice for the amount indicated in the respective additional license terms for the non-refundable license fee for the next term ninety (90) days prior to the expiration of the initial term or any renewal term of this Agreement. No amounts may be paid by you through an affiliated entity or through a third party unless specifically agreed to by Monotype.
8. **Application of EULA; Termination.** You hereby expressly acknowledge the terms and conditions of the EULA which shall, with the exception of the rights granted herein or other license extensions to the EULA, remain in full force and effect. Any capitalized terms used in this Extension and not defined shall have the meaning set forth in the EULA. In the event the EULA terminates for any reason, this Extension will terminate without any further action on the part of either party. In addition, either party may terminate this Extension upon thirty (30) days prior written notice to the other party if the non-notifying party has materially breached this Agreement, and such breach has not been cured within such 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. Monotype shall also have the right to terminate this Extension immediately upon written notice if you shall become insolvent, enter bankruptcy, seek reorganization in the bankruptcy court, make an assignment for the benefit of creditors, or have a receiver appointed over any of your assets.
9. **Rights Upon Termination.** In the event of a termination of this Extension, (i) you shall continue to be responsible for safeguarding the proprietary rights of Monotype, (ii) subject to any continuing rights in the EULA, you shall immediately discontinue use of and return or destroy all copies of, the Font Software in your possession (including copies placed in any storage device under your control) and regardless shall immediately take such actions as are necessary to prevent End Users from having access to or utilizing the Font Software, and (iii) End Users who create Embedded Documents prior to the termination of the Extension shall have the perpetual right to use such electronic documents for the sole purpose of printing and viewing, but not editing such documents.
10. **Definitions.**
 - "CPUs" – means the central processing unit(s) identified in your agreement with Monotype. Each CPU shall be under your sole control and shall be utilized by you to access the Font Software to assist in the creation and Internal Use of Embedded Documents by you and End Users.
 - "Editing Rights" – means the right to add to, delete from and make changes in the text of an electronic document.
 - "End User" – means a person or entity that receives an Embedded Document from you under an End User Agreement.
 - "End User Agreement (EULA)" – means an agreement binding an End User to the following minimum terms and conditions:
 - (i) An acknowledgement that the server-based product contains, as a component, Font Software.
 - (ii) A non-exclusive, non-assignable, and non-transferable right to use the server-based product and its components only for "Internal Use" and for no other purposes, including but not limited to, further resale, sublicensing, or distribution.
 - (iii) An agreement that the term "Internal Use" shall mean use of such product only in the course of the End User's customary and ordinary internal business or personal use. "Customary and ordinary internal business use" shall mean, for an End User that is an entity, use by such End User, or its employees or authorized agents for the End User's customary and ordinary internal business. "Customary and ordinary personal use" shall mean use, by an End User that is an individual, use by such End User or a member of such End User's household for internal personal purposes. "Internal Use" shall occur when any such permitted individual is able to give commands (whether by keyboard or otherwise) from a remote location that are followed by the Font Software which is a component of the server-based product.
 - (iv) A requirement that all such employees, agents, and household members shall be notified by the End User as to the terms and conditions of the End User Agreement and shall agree to be bound by it.
 - (v) A prohibition on (A) alterations to or modifications of the Font Software, (B) extraction of the Font Software from the product or from the server, and (C) copying of the Font Software from the product or from the server.
 - (vi) A restriction on distribution of any electronic document created with the product and containing the Font Software unless such Font Software is included in a static graphic image or in a format that permits the embedding of Font Software solely for the viewing and printing (and not the editing, altering, enhancing, or modifying) of such document. For clarification, Font Software may not be embedded into a document which is distributed

Quote Number: ABB-EXT2-EXT3-MH-July-31-2014

Customer Name: ABB Asea Brown Boveri Ltd.

as a commercial product in exchange for a fee or other consideration (for example, End Users shall not embed Font Software into an electronic book that is offered to the public for a fee).

- (vii) A statement that the grant of a license does not transfer any right, title, or interest in the product or its components except as specifically and expressly set forth therein.
- (viii) Notification that the entity granting the license claims protection of the software product under copyright laws.
- (ix) Notification that the entity granting the license reserves the right to terminate the license upon breach and that, in the event of termination, the licensee will be required to immediately cease all use of the product and Font Software residing therein, destroy the original and all copies of the product in the licensee's custody, possession, or control and promptly certify to such entity that such destruction has taken place.
- (x) A reservation of all rights not expressly granted in the license.

"Internal Use" – means use only in the course of customary and ordinary internal business or personal use.

"Licensed Servers" – means the servers identified in writing in your agreement with Monotype. Each Licensed Server shall be owned by you and shall remain under your sole care, custody and control during the term of this Extension or, if such Licensed Server shall be hosted by an internet service provider (ISP) for your benefit, you shall be responsible for all content on the Licensed Server, as well as access to and security for such content. Each Licensed Server shall have the number of CPUs set forth in your agreement with Monotype and no more. During the term of this Extension, a Licensed Server may be replaced by a new Licensed Server, provided that the new Licensed Server shall have no more CPUs than the Licensed Server it is replacing.

"Printing and Viewing Rights" – means the right to print and view an electronic document, but not edit that document.

"Publicly Available Software" – means each of: (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. Publicly Available Software includes, without limitation, software licensed or distributed under any of the following licenses or distribution models, or licenses or distribution models similar to any of the following: (1) GNU's General Public License (GPL) or Lesser/Library GPL (LGPL); (2) the Artistic License (e.g., PERL); (3) the Mozilla Public License; (4) the Netscape Public License; (5) the Sun Community Source License (SCSL); (6) the Sun Industry Standard Source License (SISL); and (7) the Apache Software license.