

Monotype.

Addendum No. 1 to Design and Deploy License Agreement.

BY AND BETWEEN

CONTOSO

LABORATORIES AND

MONOTYPE IMAGING INC.

This Addendum No. 1 (the "Addendum") to the Design and Deploy License Agreement is made by and between Contoso Laboratories with offices at 100 Contoso Park Rd. Contoso Park, IL 60664-3500 ("Customer"), and Monotype Imaging Inc., a Delaware corporation with offices at 600 Unicorn Park Drive, Woburn, MA 01801 ("Monotype") and is effective as of the date of the last signature received by the parties below (the "Effective Date"). Each party to this Addendum may be referred to herein individually as a "Party" or collectively as the "Parties."

WHEREAS, the Parties have entered into a Design and Deploy License Agreement (Monotype Contract # M00201548) effective as of December 18, 2020 (the "Original Agreement"); and

WHEREAS, Monotype provided Notice of Termination to Customer on August 1, 2022.

WHEREAS, the Parties now desire to revive and amend the Original Agreement and agree that as of the Effective Date of this Addendum No. 1, the Original Agreement shall be revived and the August 1, 2022 termination shall be deemed null and void.

WHEREAS, the Parties further agree that the end date of December 31, 2021 for Unlimited OEM Products is null and void and all rights granted with respect to the Unlimited OEM Products are deemed to have continued on an uninterrupted basis under the Original Agreement and shall further continue pursuant to the terms set forth in this Addendum.

NOW, THEREFORE, the Parties hereby agree as follows:

1. The Contract End Date indicated in the Fee and Term table of the Original Agreement is hereby amended to December 31, 2023.
2. The Parties agree that as of January 1, 2022, the Permitted Usage per Term table is hereby deleted in its entirety and replaced with the following:

Permitted Usage per Term	
Design	
Mosaic Portal	Yes
Licensed Mosaic Users (which are also Licensed Desktop Users)	100 Mosaic Users
Deploy	
Production Software (maximum)	140 Production Software
Licensed Desktop Users (which are not Licensed Mosaic Users)	Unlimited
Licensed Software Products	Unlimited
Licensed Commercial Electronic Documents	Unlimited
Licensed Externally Accessed Servers	Unlimited
Licensed Page Views (Web Page Content)	Unlimited
Licensed Impressions (Digital Marketing Communications)	Unlimited
Licensed OEM Products	Unlimited
Past Use License	As set forth on Attachment 2

Monotype.

3. For the avoidance of doubt, the Parties agree that Unlimited Licensed OEM Products shall mean the use of Unlimited Production Software only to be used in connection with an Unlimited amount of OEM Products. All other uses listed in the Permitted Usage per Term table shall be limited to the 140 Production Software.
4. Subsection K shall be added under Section 16. MICELLANEOUS to the Original Agreement and shall read as follows:

K. RELEASE. Monotype does hereby knowingly, voluntarily, and irrevocably release and forever acquit Customer and Customer's Affiliates from any and all claims, debts, suits, actions, causes of action, demands, rights, damages, expenses, costs, attorneys' fees, and compensation whatsoever, known or unknown, foreseen and unforeseen, fixed or contingent, that Monotype has, had or may have, arising from Customer's usage of any and all font software prior to the Effective Date of this Addendum (the "Released Matters"). The foregoing release shall extend to all claims for litigation expenses, attorneys' fees, specific performance, compensatory damages of any kind, liquidated or statutory damages, and any and all other damages arising out of, related to, or connected in any way whatsoever to the Released Matters.
5. For all rights added to the Original Agreement by this Addendum for the Renewal Term, Customer shall pay Monotype a onetime fee of Nine Hundred Seventy Five US Dollars (\$975,000.00) due thirty (30) days from date of this Addendum No. 1 execution.
6. Further, the Parties agree that in reviving the Original Agreement, all payment obligations have also been revived and become binding. For the avoidance of doubt, Customer agrees to pay Monotype the final One Hundred Thousand US Dollars (\$100,000.00) invoiced on the second anniversary of the Original Agreement Contract Start Date (December 18, 2022) as set forth in the General Terms of the Original Agreement.
7. Prior to a Party providing a notice of termination under the second paragraph of Section 8 of the Original Agreement, the dispute must first be referred to the Chief Procurement Officer of Customer and Senior Vice President of Monotype to engage in a good faith negotiation to resolve the matter. A Party may only provide a notice of termination under the second paragraph of Section 8 of the Original Agreement if the dispute is not resolved amicably within ninety (90) days after referral. Monotype further agrees that it shall not use a dispute that may occur under the Original Agreement or this Addendum to justify termination or excuse non-performance of any other written agreements in place between Abbott or its Affiliates and Monotype or its Affiliates.
8. The Parties agree that a separate professional services agreement is under negotiation for Merlin-related font development work. The Parties agree to continue negotiation of such professional services agreement in good faith. Monotype further agrees that, if so elected by Customer in its sole discretion, the font deliverables provided under such professional services agreement will be considered Production Software under the Original Agreement and this Addendum.
9. Any capitalized term used in this Addendum and not defined shall have the meaning set forth in the Original Agreement.
10. The Original Agreement shall remain in effect except as specifically set forth in this Addendum. In the event of a conflict between the terms of the Original Agreement and this Addendum, this Addendum shall control.

[Signature Page to Follow]

Monotype.

Monotype Imaging Inc.

Thanh Hoang

Name

SVP Americas

Position

Dec-16-2022

DocuSigned by:

Thanh Hoang

CCA770CF6443407...

Date, Signature

Contoso Laboratories

Digitally signed by Sue Presberg

Name

DN : cn=Sue Presberg, o=Global

Technology Procurement, ou=Director,

email=susan.presberg@contoso.com,

c=US

Date: 2022.12.16 14:03:44 -06'00'

Date, Signature