

Monotype

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the “Agreement”) is made by and between the company specified in **Exhibit A** (the “Customer”) and Monotype Imaging Inc., 600 Unicorn Park Drive, Woburn, MA 01801, USA (“Monotype”) executed and effective as of the date of the last signature received by the parties below (the “Effective Date”). Each party to this Agreement may be referred to herein individually as a “Party” or collectively as the “Parties.”

1. Provision of Services

Customer may request and Monotype may agree to provide Professional Services, subject to the terms of this Agreement, by executing a Statement of Work (the “SOW”) in a substantially similar form to **Exhibit A** attached to this Agreement. The SOW shall specify the Professional Services fees to be charged for the Professional Services, provide a description of the Professional Services to be rendered and provide an estimated time to complete the work.

2. Change to Statement of Work.

Any changes to a SOW requires a written Amendment to the SOW between the Parties. If Customer requests any changes to the SOW, Monotype shall provide Customer with a revised estimate of the fees and time required to complete the Professional Services per such amended SOW. An agreed change shall not release Customer from paying the fees for Professional Services provided prior to the agreed change.

3. Design Release, Delivery and Acceptance

3.1 Design Release Procedure. In case the SOW includes design services Customer shall have the opportunity to request design modifications. To this end, Monotype agrees to provide documents or prototype software by email that enable Customer to assess the requested design. After receipt of such

materials, Customer may provide Monotype with a design release or with a change request in text form (by email or in writing) within the Design Release Period specified in the SOW. Changes may be limited as specified in the SOW. If no change requests are received within the Design Release Period, the design is deemed released.

In case Monotype receives a change request, Monotype agrees to perform the requested design modifications within the time period defined as Design Remedy Period in the SOW. In such case, the design release procedure shall be repeated up to a maximum number of design release loops specified in the SOW or – if no maximum amount is specified – up to two (2) times.

The design release procedure shall be concluded after either of the following events: (1) release of the design, (2) delivery after performing any design modifications requested in the last design release procedure or (3) expiry of the Design Release Period of the last design release procedure. In the last two cases, Monotype will ask Customer in text form for a confirmation that the Deliverables shall be produced based on the last design sent to Customer. If Customer does not provide such confirmation in text form within fourteen (14) calendar days, the Deliverables will not be produced.

Any fee for design services specified in the SOW is due in full after the design release procedure.

3.2 Delivery. The Deliverables shall be delivered either by email or, after consulting with Customer, by making them available for download (e.g. via ftp) or sending a data-storage device in accordance with the estimated delivery plan addressed in the SOW. Customer understands that the estimated delivery plan does include times spent on design modification in the design release procedure.

In the event of a foreseeable failure to comply with the estimated delivery plan, Monotype agrees to promptly notify Customer about the duration of the anticipated delay.

3.3 Acceptance Procedure. After receipt of a Deliverable, Customer is required to inspect the Deliverable and declare its acceptance within the Acceptance Period specified in the SOW. If no acceptance is received within the Acceptance Period, the Deliverable is deemed accepted.

In case a Deliverable is rejected in text form, stating the reasons for the rejection in a way that allows Monotype to address them, Monotype agrees to undertake all commercially reasonable efforts to address such reason within the Acceptance Remedy Period specified in the SOW. In such case, the acceptance procedure shall be carried out a second time.

Acceptance of a Deliverable, delivering a Deliverable after a rejection in the second acceptance procedure or expiry of the Acceptance Remedy Period of the second acceptance procedure shall conclude the acceptance procedure.

Any fee for production services specified in the SOW is due in full after the acceptance procedure.

4. Assignment of rights and Ownership

4.1 Transfer of Ownership. If designated as Transferable IP in the SOW, following the acceptance procedure and subject to full and prompt payment of the agreed compensation, Monotype agrees to assign to Customer all right and title, including, but not limited to, intellectual property rights, in and to the Deliverables. To the extent the intellectual property rights cannot be assigned (e.g. in the case of non-transferability of moral rights in jurisdictions which adopted the Berne Convention for the protection of literary and artistic works), Monotype agrees to grant to Customer a free, exclusive, assignable, and irrevocable license to exercise such non-assignable rights.

4.2 License. If not designated as transferable IP in the SOW, following the acceptance procedure and subject to full and prompt payment of the agreed compensation, Monotype agrees to grant to

Customer a non-exclusive, non-transferable, non-assignable (except as provided in Section 13.9), worldwide (subject to Section 12) license to use the Deliverables under the terms and conditions specified in and attached to the SOW.

Monotype and Customer will continue to own all copyrights, patents, trademarks, service marks, trade secrets and other proprietary rights that such Party owned immediately prior to the Effective Date. All rights not expressly granted in this Agreement are expressly reserved to Monotype. Except as otherwise expressly provided in the SOW, all right, title and interest in and to the Deliverables shall belong exclusively to Monotype or its third party licensors. Monotype reserves the right, at its sole discretion, to register or record any Deliverable created pursuant to this Agreement with the United States Copyright Office or Patent and Trademark Office (or any other copyright or patent office world-wide) in the sole name of Monotype and Customer agrees to fully cooperate with Monotype in any such registration or recordation.

5. Fees and Compensation

5.1 Payment Terms. Monotype's standard payment terms are net thirty (30) calendar days from the date of the invoice issued by Monotype. Customer shall pay Monotype the Fees and Compensation agreed in each SOW. Customer shall also reimburse Monotype for all reasonable and necessary travel related expenses incurred in connection with the delivery of on-site Professional Services including travel, lodging, and meals. All Fees are payable in the currency specified in the SOW. Overdue payments shall bear interest from the due date at the rate of the lower of one and half percent per month (1.5%) or the maximum rate permissible under applicable law.

5.2 Taxes. The amounts owed by Customer as specified in this Agreement do not include taxes, duties or similar charges, including but not limited to sales, use, excise, value added, consumption, property, duty, customs charges and other taxes and government charges imposed on transactions. Any such taxes or charges shall be the financial obligation of Customer (except for any taxes based on Monotype's net income and withholding tax).

Customer shall be responsible for filing any tax forms, certificates or other documents that may be necessary under applicable local law to be exempt from or receive reduction of any withholding taxes associated with the payments under this Agreement that would otherwise be payable by Monotype or Customer outside the jurisdiction in which Monotype is based and shall provide evidence of such filings with Monotype upon request.

Further, in the event that withholding tax must be assessed for the payment to be made hereunder, Customer shall deduct an amount equal to the amount of withholding tax imposed by the government authority from the amount owed by Customer under this Agreement and pay such amount to the government authority on behalf of Monotype; provided, however, that Customer provides Monotype, in a timely manner, with an official certificate that such withholding tax is paid by Customer to the government authority.

5.3 Credit Terms. Upon request from Monotype, Customer agrees to complete and submit for approval a Monotype credit application for use in establishing a line of credit.

5.4 Payment Instructions. If Customer is located in a State or Country that requires Value Added Tax (VAT), Customer's VAT information is added to the respective SOW.

All payments to Monotype shall be made per following instructions:

Monotype Imaging Inc.
600 Unicorn Park Drive
Woburn, MA, 01801
USA
Attn: Royalty Administration
Wire transfer instructions:
Bank of America
100 West 33rd Street
New York, NY 10001
Account # 0027400052
Account Name: Monotype Imaging Inc. AKA International Typeface Corporation (I.T.C.)
Routing # 026009593
Chips Participant ID (If Applicable): 0959
SWIFT: BOFAUS3N

6. Limited Warranty

6.1 Authority. Each Party represents to the other that it has the right and authority to enter into this Agreement and to perform its obligations hereunder.

6.2 Applicable Laws. Each Party warrants that it will comply with all applicable laws, regulations, and ordinances pertaining to its performance of its obligations or exercise of its rights hereunder.

6.3 Intellectual Property Rights Warranty. Based on customer warranty Monotype warrants that the Deliverables will not infringe any third-party intellectual property rights, including but not limited to patents, trademarks, design rights, and copyrights.

Customer warrants that any material provided to Monotype in relation to the Professional Services (such as font software owned by Customer or licensed by a third party) under this Agreement will not infringe any third-party intellectual property rights, including but not limited to patents, trademarks, design rights, and copyrights.

6.4 Monotype Limited Warranty. Monotype represents and warrants that any Professional Services shall be performed consistent with applicable industry standards, will be performed by personnel with the skills and qualifications necessary to perform such Professional Services and will be delivered in accordance with the applicable SOW and the Deliverables will perform substantially in accordance with their description in the SOW. Unless otherwise specifically agreed in an applicable SOW, the warranty period for Professional Services and Deliverables ("Warranty Period") shall continue for a period of ninety (90) calendar days from delivery of each milestone described in the SOW for such Professional Services. In the event that Customer makes a warranty claim within the applicable Warranty Period and Monotype has breached the warranty set forth in this paragraph, as Customer's sole and exclusive remedy, Monotype will promptly correct the affected milestone so that such milestone conforms to the terms of the SOW and/or Monotype will make reasonable efforts to ensure the Deliverables conform to the description in the SOW

as soon as commercially practicable. In the event that Customer does not provide Monotype with written notice of a warranty claim within the applicable Warranty Period with respect to a particular milestone, such milestone shall be deemed to be accepted. Any final Deliverable under the SOW that becomes Licensed Software under a license agreement shall be subject to the warranty terms of the License Agreement unless otherwise set forth in the SOW.

6.5 Warranty Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS SECTION, ALL OTHER WARRANTIES WITH REGARD TO THE DELIVERABLES, PROFESSIONAL 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 ARE FREE FROM ALL BUGS, ERRORS OR OMISSIONS.

6.6 Warranty Applicability. THE WARRANTIES PROVIDED TO CUSTOMER BY MONOTYPE UNDER THIS AGREEMENT ARE PROVIDED ONLY TO CUSTOMER AND MAY NOT BE PASSED THROUGH BY CUSTOMER TO ANY THIRD PARTIES.

7. Limited Indemnification

7.1 Obligation of Monotype to Indemnify. Pursuant to Section 7.3 below, Monotype is obligated to defend and indemnify Customer upon request at its own expense from any claim or action brought by a third party against Customer arising from a breach of a warranty under this Agreement, and to indemnify Customer against damages, liabilities, and costs that Customer incurs in connection with a legally enforceable judgment or settlement as a result of such a claim, unless such a claim is asserted by an Affiliate Company of Customer or such a claim is based (i) on materials delivered to Monotype by Customer, or (ii) compliance by Monotype with Customer's written instructions.

7.2 Obligation of the Customer to Indemnify. Pursuant to Section 7.3 below, Customer is

obligated to defend and indemnify Monotype upon request at its own expense from any claim or action brought by a third party against Monotype arising from a breach of Section 6.3 para. 2 under this Agreement, and to indemnify Monotype against damages, liabilities, and costs that Monotype incurs in connection with a legally enforceable judgment or settlement as a result of such a claim, unless such a claim is asserted by an Affiliated Company of Monotype or such a claim is based on materials delivered to Customer by Monotype.

7.3 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 Deliverables 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 Customer with a refund of any fees and compensation paid for the Professional Services during the term of this Agreement, (ii) obtain for Customer the right to continue using the Deliverables, or (iii) modify or replace the Deliverables with non-infringing items, while providing substantially similar functionality.

8. Limitation of Liability

TO THE EXTENT PERMITTED BY STATUTORY LAW, AS APPLICABLE, AND WITH THE EXCEPTION OF INJURIES TO LIFE, BODY, OR HEALTH AND DAMAGES BASED ON WILFUL OR GROSSLY NEGLIGENT MISCONDUCT BY EITHER, IN NO EVENT WILL SUCH PARTY, ITS AFFILIATED COMPANIES AND SUPPLIERS BE LIABLE FOR: (1) ANCILLARY DAMAGES, INDIRECT DAMAGES, CONSEQUENTIAL DAMAGE, AND IMPOSED PUNITIVE DAMAGES, PARTICULARLY LOST PROFIT, BUSINESS INTERRUPTION, LOSS OF USE, AND LOSS OF DATA, IRRESPECTIVE OF WHETHER THIS INVOLVES A RIGHT TO SUE UNDER THE AGREEMENT OR TORT (INCLUDING NEGLIGENCE), INCLUDING WHERE SUCH

PARTY WAS MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES, OR (2) DAMAGES THAT WERE CAUSED BY A BREACH OF CONTRACTUAL OBLIGATIONS BY THE OTHER PARTY.

IN NO EVENT WILL MONOTYPE, ITS AFFILIATED COMPANIES AND SUPPLIERS BE LIABLE TO CUSTOMER OR TO ANY OTHER PARTY IN THE AGGREGATE FOR ANY AND ALL CLAIMS THAT ARISE UNDER OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING ALL CLAIMS FOR INDEMNIFICATION AND LEGAL FEES AND COSTS, TO THE EXTENT THAT THEY EXCEED THE HIGHER OF (1) THE FEES AND COMPENSATION PAID UNDER THE RESPECTIVE SOW OR (2) THE MAXIMUM LIABILITY SPECIFIED IN THE RESPECTIVE SOW.

9. Confidentiality.

9.1 Confidential Information. It is contemplated that each Party to this Agreement may disclose Confidential Information to the other. A Party disclosing Confidential Information shall be referred to as a "Disclosing Party" and the Party receiving Confidential Information shall be referred to as a "Receiving Party."

9.2 Confidentiality Obligations and Restrictions. Both Parties acknowledge that Confidential Information of a Party is the valuable, special, and unique asset of such Party. Each Party agrees to protect the confidentiality of Confidential Information by using the same degree of care, but no less than a reasonable degree of care, as it uses to protect its own valuable Confidential Information of a like nature. Each Party agrees to: (a) maintain Confidential Information in strict confidence; (b) use, practice, or exploit Confidential Information only as expressly provided in this Agreement; (c) disclose Confidential Information solely to its and its Affiliated Companies' employees and other personnel who have a need to use such Confidential Information under this Agreement, and then only to such employees and personnel who are obligated to adhere to confidentiality terms at least as protective as the terms of this Section 9; and (d) copy or otherwise duplicate Confidential Information only

as expressly permitted in this Agreement. Neither Party shall disclose, sublicense, distribute, or transfer the Confidential Information to any party other than employees and personnel of Affiliated Companies as set forth above, without the prior written consent in each instance, of the Disclosing Party. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information to the extent that it is required to be produced or disclosed pursuant to applicable laws, regulations or court order, provided the Receiving Party has given the Disclosing Party prior notice of such requirement and the opportunity to defend, limit or protect such production or disclosure. Neither Party shall reverse engineer, decompile, disassemble or otherwise attempt to recreate any Confidential Information of the other Party, except to the extent permitted by applicable law notwithstanding this limitation.

9.3 Return of Confidential Information. Upon the expiration or termination of this Agreement, each Party shall return the Confidential Information of the Disclosing Party, provided, however, that the Receiving Party may destroy the original and all copies of such Confidential Information in lieu of returning it, so long as the Receiving Party sends a written certification attesting to such destruction.

9.4 Exclusions. Information shall not be considered to be Confidential Information to the extent such information: (a) has been, is now, or later becomes publicly available through no fault of the Receiving Party; (b) has been, is now, or later becomes rightfully learned by the Receiving Party or its Affiliated Companies from a third party which has received it lawfully and without restrictions on disclosure or use; (c) was known to the Receiving Party or its Affiliated Companies prior to the date it received such information from the Disclosing Party and is not subject to other restrictions on disclosure or use; or (d) has been, is now, or later is developed independently by the Receiving Party or its related companies, without use of or resort to any Confidential Information. If only a portion of the Confidential Information falls under one of the above subsections, then only that portion shall be excluded from the definition of Confidential Information. If a Receiving Party claims that Confidential Information falls under one of the subsections above, such Receiving Party has the

burden of establishing the fact of such exception by clear and convincing evidence.

9.5 Survival. Each Party's obligation to protect Confidential Information shall survive the termination or expiration of this Agreement.

10. Term and Termination

10.1 Term. This Agreement will remain in effect for a period of one (1) year following the Effective Date automatically renew for additional one (1) year terms, unless terminated in accordance with the terms hereof.

10.2 Rights upon Termination. In the event of termination of this Agreement as provided herein, all fees and compensation will immediately become due and payable upon such termination.

10.3 Extraordinary Termination. Either Party may terminate this Agreement by giving thirty (30) calendar days' written notice to the other Party, if the non-terminating Party has materially breached this Agreement and failed to cure such breach by the end of such notice period. The notice must provide sufficient information about the breach to allow the other Party to cure the breach, provided cure is possible.

Monotype may terminate this Agreement without notice by sending written notification thereof, if the other Party becomes insolvent, files for bankruptcy, makes an application for restructuring with the insolvency court, or makes an assignment for the benefit of creditors, as well as where an insolvency administrator is appointed for its assets.

11. Notices.

All notices required to be given shall be in writing and signed by or on behalf of the Party sending it, shall be sent by certified registered overnight or recorded delivery post, by facsimile transmission or by email to the contact person and address set forth in the SOW or such other address, fax number or email address as the Party in question may from time to time notify the other in writing. Notices shall be deemed to have been received within forty-eight (48) hours of posting or within twenty-four (24)

hours if sent by facsimile transmission or email to the correct facsimile number or email address.

12. Export Compliance.

Customer will be responsible for compliance with U.S. and any other applicable export control rules, regulations, directives or laws with respect to its use or disposition of Deliverables and any related technical data, and will not export or re-export Deliverables or any related technical data without first obtaining a license from the U.S. Department of Commerce or other applicable export or regulatory agency as required by law.

13. General

13.1 Governing Law; Forum. This Agreement shall be deemed to be a contract made under the laws of the Commonwealth of Massachusetts, and for all purposes shall be interpreted and construed in its entirety in accordance with the laws of said Commonwealth (without regard to applicable conflict of laws provisions). The United States District Court for the District of Massachusetts or, if federal subject matter jurisdiction is lacking, the Superior Court of the Commonwealth of Massachusetts in Middlesex County, shall be the exclusive forum for any disputes arising out of or related to this Agreement. Both you and Monotype agree to the personal jurisdiction and venue of these courts in any action related to this Agreement. A person who is not a party this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the terms and conditions in this Agreement. This Agreement will not be governed by the United Nations Convention of Contracts for the International Sale of Goods, the application of which is expressly excluded.

13.2 Language. This Agreement is prepared and executed in the English language only and any translation of this Agreement into any other language shall have no effect.

13.3 No Agency. Nothing contained herein shall be construed as creating any agency, partnership, or other form of joint enterprise between the Parties.

13.4 Force Majeure. Neither Party shall be liable hereunder by reason of any failure or delay in the

performance of its obligations hereunder (except for the payment of money) on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes, material shortages or any other cause which is beyond the reasonable control of such Party.

13.5 Waiver. The failure of either Party to require performance by the other Party of any provision hereof shall not constitute a waiver of the provision itself or the right to require performance thereunder.

13.6 Severability. In the event that any provision of this Agreement shall be unenforceable or invalid, such unenforceability or invalidity shall not render this 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.

13.7 Headings. The paragraph headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or extent of such paragraph, or in any way affect this Agreement.

13.8 Publicity. Monotype wants to create visibility for the ways Customer is using type to further strengthen Customer's brand. Monotype will not disclose the specific terms and conditions of this Agreement. Monotype will not identify Customer as its customer and will not describe the work that Monotype has done for Customer. And, similarly, Monotype expects Customer to keep the specific terms and conditions of this Agreement confidential but Monotype is happy for Customer to talk about Customer's relationship with Monotype.

13.9 Assignment. Neither this Agreement nor any rights of Customer hereunder may be assigned by Customer (with a change in control of Customer by merger, consolidation or otherwise constituting an assignment), in whole or in part, without the prior written approval of Monotype.

Either Party may assign its rights and obligations hereunder (i) to a successor in interest in the event of a change of control, merger or sale of all or

substantially all its assets or (ii) to an Affiliated Company.

13.10 Drafting. Regardless of which Party is responsible for the drafting of the Agreement, the Parties agree that they have read the Agreement, understand it and agree to be bound by it.

13.11 Entire Agreement. This Agreement and any SOW executed by the Parties under this Agreement constitute the entire agreement between the Parties with respect to the subject matter hereof. This Agreement supersedes, and the terms of this Agreement govern, any prior agreements with respect to the subject matter hereof and each Party owes to the other Party a duty to co-operate in order to give full effect to this Agreement. This Agreement may only be changed by mutual agreement of authorized representatives of the Parties in writing. The standard terms and conditions that may be included in any purchase order of Customer shall not modify this Agreement unless such purchase order specifically references this Agreement by name, indicates such amendment or modification by reference to the applicable section of this Agreement and is signed by both Customer and Monotype.

13.12 Successors and Assigns. This Agreement shall be binding on each Party's successors and assigns.

14. Definitions

In this Agreement, the following terms have the definitions set forth below.

Affiliated Company – means an entity that controls, is controlled by or is under common control with a Party at any time during the term of this Agreement, where control means a 50% or greater ownership interest in such entity.

Confidential Information – means, with respect to a Party, all trade secret, confidential and proprietary information that is disclosed before or after the Effective Date in written, oral, visual or electronic form and which is designated as such, either orally or in writing, at the time of disclosure by the Disclosing Party or should reasonably be understood to be confidential because of the nature

of the information and the circumstances surrounding the disclosure including, without limitation, inventions, trade secrets, know-how, patent applications, technical information, methods, processes, computer programs in Object Code or Source Code, engineering design approaches, technical documentation, products, new product features, business and marketing plans, financial information, business operations, third party relationships including information about a Party's and its Affiliated Companies' partners and customers, pricing information, proposed or actual contract pricing, proposed contract terms and conditions and similar information which is disclosed by a Disclosing Party to a Receiving Party under this Agreement. Confidential Information of Monotype expressly includes, without limitation, any software in Object Code and Source Code, specifications, documentation and related information and all derivative works thereof.

Deliverable(s) – means all electronic files and other materials delivered to Customer under this Agreement;

Object Code – means a form of computer program resulting from the compilation or other processing of Source Code by a computer into machine language or intermediate code, and thus is a form that would not be convenient to human understanding of the program logic, but which is

appropriate for the construction and linking of binary executable modules, as well as for the execution by a computer.

Professional Services – means design, development, consulting, training services or any other services to be provided by Monotype for Customer as described in a SOW executed by both Parties in substantially similar form to **Exhibit A** attached to this Agreement.

Source Code – means a human readable form of computer program, and related system documentation or comments, showing the computer language instructions comprising the program, from which Object Code can be produced, in which the program logic may be deduced by a human being, and from which a printed listing can be made by processing it with a computer.

Work Product – means all tangible and intangible property created by Monotype in performing Professional Services under a SOW, including but not limited to, all inventions, ideas, techniques, methods, know-how, specifications, technical documents, materials, software and all copyrights, patents, trademarks, trade secrets and other intellectual property rights therein.

DocuSigned by:
MONOTYPE IMAGING INC.
Thanh Hoang
 A66CTC403E144D0...
 Signature

Thanh Hoang

Printed Name

SVP, Americas

Title

May-23-2022

Date

CONTOSO POINT OF CARE
INC DIVISIONAL OWNER

) Jh. v - -
s:f.23

FRED ARBOGAST
Printed Name

DIRECTOR, R+D
Title

23-MAY-2022
Date

CONTOSO POINT OF CARE
PURCHASE AUTHORITY

L. Jones Digitally signed by Lisa Jones
Signature Date: 2022.06.14 13:47:17
-04'00'

Lisa Jones
Printed Name

Sr. Procurement Specialist
Title

6/14/2022
Date

**EXHIBIT A
STATEMENT OF WORK
TO PROFESSIONAL SERVICES AGREEMENT (THE “AGREEMENT”)**

Customer Contact Information:

Contoso Laboratories
100 Contoso Park Rd
Contoso Park, IL 60064

Michael O’Brien
Michael.obrien1@contoso.com

SOW No.: 1
MID No.: MID-017296

Service Description:

1. Production Services

Customer likes the height of the Latin characters of Calibri Regular/Bold, and this suits their needs. When they switch the font to M Yan Hei and Tazugane, the Latin letters in those fonts are found in those fonts appear cut off since they are larger than the height of Calibri.

Monotype will need to rescale the characters in 2 weights of M Yan Hei and 2 weights of Tazugane by about 20% to be closer to the same size as Calibri. Monotype may need to modify Latin to fit inside the height of the ideographs so that the ideographs do not appear too small.

a. Notes

Customer testing of current fonts indicates Japanese and Chinese ideographs extend the full height of the text box (including the ascender and descender regions). It is desired to reduce the height of the ideographs in both fonts to provide a 1-2 pixel space at the top and bottom of the fonts to prevent clipping of the ideographs.

Customer testing of current fonts shows Latin descenders that are clipped. It is desired to adjust the fonts so the center of the Latin characters is raised to prevent this from occurring.

HISTORY:

Prior Deliverables:

Calibri.ttf

Calibrib.ttf

MYanHei_18030_C.ttf

MYanHei-18030_C-Bold.ttf

TazuganeGothicStdN-Bold.ttf

TazuganeGothicStdN-Regular.ttf

Design Services:

Kerning: as is

Weights: 2 weights Tazugane (Bold and Regular), 2 weights of M Yan Hei (Bold and Regular)
 Character Set: M Yan Hei - CJK Ideographs, Tazugane - Japanese

Production Services:

Font Format: TTF

Vertical Metrics or Height Compatibility: Get the height as close to that of the height of Calibri Bold/Regular

PDFs/Beta fonts needed: n/a

Number of Deliverables: 4

Number of webfonts: n/a

Additional Specs:

OS System Support: Freetype TypeDriver

Embedding Flag: as is

Acceptance Period: 3 calendar days

Acceptance Remedy Period: 30 calendar days

2. Deliverable(s) and Compensation

Description (Font Software Name etc.)	Format	Transferable/ Non-Transferable IP in Work Product	Compensation
MYanHei_18030_C.ttf	TTF	Non-Transferable IP Deliverables will be licensed to Customer under Monotype Contract # M00201548	\$6,250
MYanHei-18030_C-Bold.ttf	TTF	Non-Transferable IP Deliverables will be licensed to Customer under Monotype Contract # M00201548	\$6,250
TazuganeGothicStdN-Bold.ttf	TTF	Non-Transferable IP Deliverables will be licensed to Customer under Monotype Contract # M00201548	\$6,250
TazuganeGothicStdN-Regular.ttf	TTF	Non-Transferable IP Deliverables will be licensed to Customer under Monotype Contract # M00201548	\$6,250
Total Compensation			\$25,000

The delivery of the Deliverables is contingent upon the parties executing a font license agreement for the use of the Deliverables.

The non-refundable and one-time compensation set forth above shall be payable and invoiced upon completion of the Production Services as stated in this SOW and shall be paid by Customer pursuant to Section 5 of the Agreement.

Schedule to be delivered to the customer by Monotype post kickoff meeting.

3. Maximum Liability

Twenty-Five Thousand US Dollars (USD 25,000.00) due net 90 from receipt of invoice