

Monotype

Font Software End User License Agreement [Education]

Preamble

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The term “Font Software” includes any and all updates, upgrades, expansions, modified versions and working copies of the Font Software to which you have been granted a license. The Font Software remains and shall remain, now and in the future, the property of Monotype.

- 1.2 Monotype grants you the non-exclusive, non-transferable right to use or store the Font Software provided by the respective educational institution on the Font Software data carrier on one computer (workstation) owned by you solely for educational purposes. This single user license is not extendable.

You may install the Font Software on a single file server for use on a single local area network (LAN) only when the use of such Font Software is limited to the Workstation and the printer that are part of the licensed unit of which the server is part.

For the exclusive purpose of data backup, one (1) additional backup copy of the Font Software can be made.

- 1.3 Embedding of the Font Software into electronic documents or Internet pages is only permitted: (i) if the recipient cannot use the Font Software to edit or create a new document (read-only, and (ii) the Font Software cannot be fully or partially extracted from such documents or Internet pages.

- 1.4 You may electronically distribute Font Software embedded in a document created for educational purposes only when the Font Software embedded in such document is in a static graphic image (for example, a “gif”) or an embedded electronic document, and is distributed in a secure format that permits only the viewing and printing (and not the editing, altering, enhancing, or modifying) of such static graphic image or embedded document. You may not distribute any document or Internet pages created through use of the Font Software for commercial gain in any manner. Such distribution would be a breach of this Agreement and cause this Agreement to immediately terminate.

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- 2.1 Subject to the provisions in subsection 1.2 of this Agreement, selling, lending or otherwise transferring the Font Software to a third party or parties is strictly prohibited. In addition, transferring the Font Software as a component or sub-component of other products, e.g., electronic documents or sublicenses, to a third party or parties is also strictly prohibited.
- 2.2 The Font Software may be modified by you solely for educational purposes. Any such modification shall be deemed a derivative work which shall be fully owned by Monotype and may not be transferred or distributed. You may not change or modify the font or trademark names used as identifying tags in the font software in any form or manner.
- 2.3 The following is prohibited: (i) merging the Font Software with other software programs, (ii) decompiling the Font Software, and (iii) using modules from the Font Software for one's own developments or using technical solutions contained in the Font Software for purposes other than operation on your own computer.
- 2.4 Non-compliance with this provision will void any and all warranties granted by Monotype to you, and represents a breach of this Agreement and cause this Agreement to terminate immediately.

Article 3 - Warranty and Liability

- 3.1 Monotype disclaims all warranties for the Font Software, including any guarantee that the Font Software is essentially free from material defect or any guarantees regarding the performance or results you may obtain by using the Font Software or documentation. Specifically, Monotype makes no warranties, express or implied, as to non-infringement of third party rights, merchantability, or fitness for any particular purpose.

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Article 4 - Termination of License Agreement

- 4.1 This Agreement will automatically terminate four (4) years after the acceptance of these terms and conditions or if you lose the status of a student of the respective educational facility, whichever occurs first.
- 4.2 If you breach this Agreement and/or infringe intellectual property rights of Monotype, Monotype has the right to immediately terminate this Agreement and all associated rights of use. Monotype reserves the explicit right to assert any further claims.
- 4.3 In the event of termination, you are obligated to delete and return to Monotype the original Font Software affected by and pertaining to the termination, including documentation and all copies. At the request of Monotype, you are obligated to provide written assurance that said deletion has occurred.

Article 5 - Confidentiality Obligation

You are obligated to undertake all necessary steps to prevent unauthorized access to the Font Software and to any copies of such.

Article 6 - Final Provisions

- 6.1 This Agreement, including any attachments constitute the entire agreement between the Parties with respect to the subject matter hereof. This Agreement may not be changed or modified.
- 6.2 Changes to this contract require a writing which is signed by authorized signatories of both parties.
- 6.3 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. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement.
- 6.4 The invalidity or inoperativeness of one or more provisions of this contract does not affect the validity of the rest of the contract and the remaining other provisions shall thereby remain unaffected. An invalid provision shall be replaced by a provision that is permitted by law and which approaches the invalid provision and economic interests intended by the parties.