

Monotype

FONT SOFTWARE END USER LICENSE AGREEMENT

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You hereby agree to the following:

- 1. Binding Agreement.** You are bound by the Agreement and you acknowledge that all Use of the Font Software supplied to you by Monotype is governed by the Agreement.
- 2. License Grant.** You are hereby granted a non-exclusive, non-assignable, non-transferable (except as expressly permitted herein) license to access the Font Software (i) only in a Licensed Unit, (ii) only for your Personal or Internal Business Use, and (iii) only subject to all of the terms and conditions of the Agreement.
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You may embed static graphic images into an electronic document, including a Commercial Product, (for example, a “gif”) with a representation of a typeface and typographic design or ornament created with the Font Software as long as such images are not used as a replacement for Font Software, i.e. as long as the representations do not correspond to individual glyphs of the Font Software and may not be individually addressed by the document to render such designs and ornaments.

- 4. Server Use.** The Font Software may not be installed or Used on an internal or external (i.e., internet accessed) server unless all Workstations that can access such server are part of a Licensed Unit. For the purpose of determining the proper number of Workstations for which a license is needed, the following example is supplied for illustration purposes only: If there are 100 Workstations connected to the server, with no more than 15 Workstations ever using the

Font Software concurrently, but the Font Software will be used on 25 different Workstations at various points in time, a license must be obtained which creates a Licensed Unit for 25 Workstations.

- 5. Commercial Printers.** You may embed the Font Software in an electronic document solely for print and view and provide such electronic document to a commercial printer for printing only. You may take a copy of the Font Software used for a particular document to a commercial printer provided that the printer represents to you that it has purchased or been granted a license to use that particular Font Software.
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not exceed One Hundred Thousand Dollars (U.S. \$100,000), provided that such jurisdictions permit a limitation of such liability. This warranty gives you specific legal rights. You may have other rights that vary from state to state or jurisdiction to jurisdiction. The Font Software is non-returnable and nonrefundable.

11. Termination. Upon failure by you (or any authorized person or member of your immediate household to whom you have given permission to Use the Font Software) to comply with the terms of this Agreement, Monotype shall be entitled to terminate this Agreement upon notice by regular mail, telefax or email. The termination of the Agreement shall not preclude Monotype from suing you for damages of any breach of the Agreement. The Agreement may only be modified in writing signed by an authorized officer of Monotype.

12. Terms and Conditions. You have separately agreed to Monotype’s standard Terms and Conditions (<http://www.fonts.com/info/legal/terms-and-conditions-of-business>) which include provisions relating to governing law and jurisdiction, export restrictions and U.S. government contracts. In the case of a conflict between the Terms and Conditions and this Agreement, this Agreement shall control.

13. Definitions:

“Basic Licensed Unit”	means up to five (5) Workstations connected to no more than one (1) printer with a non-volatile memory (for example, a hard drive). If you intend to use the Font Software on more equipment than permitted by a Basic Licensed Unit, you must create an Expanded Licensed Unit by obtaining from Monotype, for an additional fee, a license extension for all such equipment.
“Commercial Product”	means an electronic document or data file created by Use of the Font Software which is offered for distribution to the general public (or to some subset of the general public) as a commercial product or other result of your business activity. By way of illustration and not by way of limitation, an electronic book or magazine distributed for a fee shall be considered a Commercial Product; a document distributed in connection with a commercial transaction in which the consideration is unrelated to such document (for example, a business letter, a ticket for an event, or a receipt for purchase of tangible goods such as clothing) shall not be considered a Commercial Product.
“Derivative Work”	means binary data based upon or derived from Font Software (or any portion of Font Software) in any form in which such binary data may be recast, transformed, or adapted including, but not limited to, binary data in any format into which Font Software may be converted.
“Expanded Licensed Unit”	means the number of Workstations and/or printers with a non-volatile memory contained in your Licensed Unit as agreed between you and Monotype.

“Font Software”	means software or instructions which, when used on an appropriate device or devices, generates typeface and typographic designs and ornaments. Font Software shall include all bitmap representations of typeface and typographic designs and ornaments created by or derived from the Font Software. Font Software includes upgrades or updates (each of which may be provided to you by Monotype in its sole discretion), related files, permitted modifications, permitted copies, and related documentation.
“Licensed Unit”	means a Basic Licensed Unit or an Expanded Licensed Unit as is appropriate to the context in which the term is used. If you have acquired an entire Font Software Library (that is, a single license for Font Software for 500 or more different typeface designs) then “Licensed Unit” shall mean up to twenty (20) Workstations connected to no more than two (2) printers with non-volatile memories.
“Monotype”	means collectively Monotype Imaging Inc., its successors and assigns, its parent and affiliated corporations, its authorized distributors, and any third party that has licensed to Monotype any or all of the components of the Font Software supplied to you pursuant to the Agreement.
“Personal or Internal Business Use”	means Use of the Font Software for your customary personal or internal business purposes and shall not mean any distribution whatsoever of the Font Software or any component or Derivative Work thereof. "Personal or Internal Business Use" shall include Use of the Font Software within your Licensed Unit by persons that are members of your immediate household, your authorized employees, or your authorized agents.
“Use”	of the Font Software shall occur 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. “Use” of the Font Software shall also occur when the software or instructions are executed.
“Workstation”	means a hardware component in which an individual is able to give commands (whether by keyboard or otherwise) that are followed by the Font Software or implement the Font Software, regardless of the location in which the Font Software resides.

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