

# End User License Agreement

Important note, 1 separate licenses are listed below.

## Font Software For Digital Marketing Communications End User License Agreement.

WE RECOMMEND THAT YOU PRINT THIS FONT SOFTWARE FOR DIGITAL MARKETING COMMUNICATIONS END USER LICENSE AGREEMENT FOR FURTHER REFERENCE.

This Font Software For Digital Marketing Communications End User License Agreement (the Agreement) is a legal agreement between you and Monotype that governs the use of the Font Software that you license from a Monotype affiliated website, and which are accompanied by or refer to this Agreement. This Agreement becomes a binding contract between you and Monotype when you click on the area marked ACCEPT LICENSE AGREEMENT, or similar language or when you accept the Agreement by other means (for instance referring to the Agreement in a purchase order, a confirmation email etc.). If you do not wish to be bound by the Agreement, you cannot access, Use or download the Font Software. Please read this entire Agreement before agreeing to be bound. The Agreement contains capitalized terms that are defined in Section 9 of the Agreement.

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 sup-plied to you by Monotype for the purposes set forth under this Agreement is governed by this Agreement.

**2. License Grants.** You are hereby granted, during the Term and subject to all of the terms and conditions herein, a worldwide (subject to the Export section of Monotype's standard Terms and Conditions of Business), non-exclusive, non-assignable, non-transferable (except as expressly permitted herein) license to:

embed the Font Software into a Digital Marketing Communication in a manner in which the Font Software cannot be fully or partially extracted; or install the Font Software on a Server solely to generate content in a Digital Mar-keting Communication;

distribute or generate such Digital Marketing Communication, directly or indirectly, in each case for up to the number of Impressions indicated in your Account or transaction documentation such as a quotation or an invoice; and

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**Permitted Derivative Works.** You may (i) Use the Font Software in a production workflow or software tool where the production workflow or software tool outputs an outline representation of the glyphs of the Font Software, and (ii) utilize a software tool to output a Subset of the Font Software. Each Subset may be used solely for the purpose of exercising the rights granted to you in this Agreement. You acknowledge and agree that Monotype owns all Subsets you create under the terms of this Agreement. Other than as expressly provided in this Section, you shall have no right to modify the Font Software or to create Derivative Works.

**Trademarks.** Although use of the Trademarks is not required, if you elect to do so, you may use the Trademarks (i) in your advertising, publicity, literature, packaging and other promotional activities in connection with the Font Software incorporated into your products or materials, and (ii) to identify the Font Software that is/are embedded in or accessed through your products or materials as permitted by this Agreement, in each case subject to the requirements set forth at <http://www.monotype.com/legal/trademarks/guidelines/>. You acknowledge that Monotype or its licensors own all right, title and interest in and to the Trademarks.

All rights not expressly granted in this Agreement are reserved to Monotype.

### **3. License Limitations and Reporting.**

If your Digital Marketing Communication(s) Using the Font Software is accessed or distributed in excess of the number of Impressions licensed in your Account or transaction documentation such as a quotation or an invoice, you must either cease using the Font Software or purchase an extended license from Monotype or its authorized distributors.

If you allow a third party to Use the Font Software on your behalf to create Digital Marketing Communications, you agree that a) such third party will only use the Font Software to create Digital Marketing Communications on your behalf, b) you will make such third party aware of the terms of this Agreement, c) you will ensure that such third party destroys the Font Software upon completion of their Use of the Font Software on your behalf, and d) you shall remain responsible for all acts and omissions of such third party with regards to their Use of the Font Software.

Businesses or organizations such as advertising agencies, design agencies or hosting providers that are responsible for multiple clients' Digital Marketing Communications must enter into separate Agreements for each client's Digital Marketing Communications.

You have licensed rights in this Agreement that may be subject to certain limitations in volume, which are reflected in your Account or in your transaction documentation such as a quotation or an invoice. You are obligated to maintain records with respect to your Use of the Font Software against such licensed amounts and Monotype has the right to ask you, from time to time, to provide information regarding such Use amounts and/or to fully document and certify that Use of any and all Font Software at the time of the request is in conformity with your valid licenses from Monotype, which you shall provide to us within

30 days of our request. In the event your Use of the Font Software exceeds your licensed amounts, you agree to license from Monotype the necessary additional amounts and pay any fee associated with such increase.

#### **4. Restrictions on Use.** You may not:

Transfer your license rights in the Font Software, except as expressly provided herein. You may transfer all your rights to use the Font Software to another person or legal entity provided that (i) the transferee accepts and agrees to be bound by all the terms and conditions of the Agreement, (ii) you destroy all copies of the Font Software, including all copies stored in the memory of a hardware device and (iii) there is no change to the intent or scope of the rights granted by this Agreement as a result of such transfer.

Rent, lease, sublicense, give, lend, or further distribute the Font Software, or any copy thereof, except as expressly provided herein.

Modify the Font Software in any way, including to create, directly or indirectly, Derivative Works from the Font Software or any portion thereof (except as otherwise specifically set forth herein). If the Font Software contains embedding bits that indicate that the Font Software is only authorized for certain purposes, you may not change or alter the embedding bits.

Embed the Font Software in open source software which may have the direct or indirect effect of causing the Font Software to become Publicly Available Software or otherwise be subject to a Publicly Available Software agreement.

#### **5. Intellectual and Industrial Property Rights.**

You agree that the Font Software is protected by the copyright law or other intellectual and industrial property rights of the United States and its various States, by the copyright law and other intellectual and industrial property rights of other nations, and by international treaties.

You agree that Monotype and or/its licensors own all right, title and interest in and to the Font Software, its structure, organization, code, and related files, including all intellectual and industrial property rights therein such as copyright, design and trademarks rights.

You agree that the Font Software, its structure, organization, code, and related files are valuable property of Monotype and/or its licensors and that any intentional or negligent Use of the Font Software not expressly permitted by the Agreement constitutes an infringement of intellectual and industrial property rights.

All rights in and to the Font Software, including unpublished rights, are reserved under the copyright laws of the United States and other jurisdictions.

#### **6. Limited Warranty; Limitation of Liability.** Monotype warrants to you that the Font Software will effect a faithful reproduction of the underlying typeface design which is of a quality

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**7. Term and Termination.** This Agreement shall remain in place for the length of the Term set forth in your Account or transaction document, such as an invoice or email. This Agreement shall automatically renew for additional terms of equal length to the initial Term, unless either party provides the other party with written notice of termination before the end date of the then-current term. Upon failure by you to comply with the terms of this Agreement, Monotype shall be entitled to terminate this Agreement upon notice by regular mail, paid carrier or email. Upon termination of the Agreement, you must destroy the original and any and all copies of the Font Software. 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.

**8. Terms and Conditions.** You have separately agreed to Monotype's standard 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 Monotype's standard Terms and Conditions of Business and this Agreement, this Agreement shall control.

## **9. Definitions:**

**Account** means your account at the Monotype affiliated website through which you purchased the Font Software license that is subject to the terms of this Agreement (such as, [www.fonts.com](http://www.fonts.com), [www.linotype.com](http://www.linotype.com), [www.fontshop.com](http://www.fontshop.com), [www.myfonts.com](http://www.myfonts.com), [www.typography.com](http://www.typography.com), [www.monotype.com](http://www.monotype.com), [www.fontsmith.com](http://www.fontsmith.com)).

**Digital Marketing Communication** means a piece of promotional or marketing content delivered via the internet. A Digital Marketing Communication includes, but is not limited to, email advertisements, banner ads and display advertisements shown on websites,

advertisements in web applications and advertisements in mobile applications.

**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 Subsets and 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.

**Impression** means either (i) a response, in which the Font Software or Subset(s) thereof is incorporated, from an ad or email delivery system to a request from a web or mobile browser or other application, or (ii) an opened ad or e-mail where the Font Software or Subset(s) thereof is delivered to the ad or e-mail client. Impressions must be recorded by a commonly accepted or recognized performance tracking system.

**Monotype** means collectively Monotype Imaging Inc., its successors and assigns, its parent and affiliated corporations (including without limitation, Monotype GmbH, Monotype Ltd., Monotype K.K. and MyFonts, Inc.), 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. Monotype is a trademark of Monotype Imaging Inc. registered in the U.S. Patent and Trademark Office and elsewhere. All other trademarks are the property of their respective owners.

**Publicly Available Software** means 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.

**Server** means any server that is either (a) maintained on your premises; (b) under your exclusive control; or (c) owned and controlled by a third party hosting service for your benefit, provided that you (i) have a written agreement regarding the Use and protection of the Font Software installed on such server, and (ii) shall remain responsible for any unauthorized access to and security of the Font Software on such Server.

**Subset** means a Derivative Work of the Font Software created by removing certain glyphs and/or characters therefrom.

**Term** means the length of time this license will remain in place as set forth in your Account or in your transaction documentation such as a quotation or an invoice.

**Trademarks** means the trademark as set forth at [www.monotype.com/legal/trademarks](http://www.monotype.com/legal/trademarks) for each piece of Font Software licensed under this Agreement or under which Monotype markets the Font Software.

**Use of or Using** 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.

**Warranty Period** means the period of validity of the warranties given by Monotype in this Agreement. Monotype's standard Warranty Period is ninety (90) days from delivery. If you enter into this agreement through the Monotype affiliate Monotype GmbH and the agreement is governed by the laws of Germany, the warranty period is twelve (12) months from delivery.

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