

# Monotype

## Web Font End User License Agreement (Pay As You Go)

We recommend that you print this Web Font End User License Agreement for further reference.

This Web Font End User License Agreement for the use of web fonts (the “Agreement”) is a legal agreement between you and Monotype that governs the use of the Licensed Web Fonts that you license from a Monotype 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 “Yes, I have read the License documents and accept them,” 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 Licensed Web Fonts. Please read this entire document before agreeing to be bound. Certain capitalized terms are defined in Section 9 of this Agreement.

You hereby agree to the following:

1. **Binding Agreement.** You are bound by the Agreement and you acknowledge that all Use of the Licensed Web Fonts is governed by the Agreement.

2. **License Grant.** The Licensed Web Fonts are licensed, not sold, to you for Use only under the terms of this Agreement. Monotype, as the licensor, reserves all rights not expressly granted to you. You are hereby granted a non-exclusive, non-assignable, non-transferable (except as expressly permitted herein) license to Use the Licensed Web Fonts only on Websites which are owned or controlled by you and only using the @font-face selector in CSS files, subject to all of the following conditions:

- You may not link to, nor put online, any version of a Licensed Web Font not supplied in a Web Font Kit.
- You may not Use the Licensed Web Fonts (1) in, as a part of, or in conjunction with an Application, (2) for Editing, (3) in a Commercial Product, or (4) with technologies other than @font-face, such as sIFR, Cufón or Typeface.js.
- You may not use conversion or editing tools on the Licensed Web Fonts.
- You must retain the trademark, copyright and other legal information provided in the sample HTML/CSS/Javascript files for each Licensed Web Font in your working Website code.

- If provided by Monotype, you must retain the Page View tracking code, as supplied in the Web Font Kit, on all Websites that Use the Licensed Web Fonts.
- The total traffic, measured in Page Views, of all Websites Using a Licensed Web Font accumulated during Your Use of the Web Font under this Agreement must be no greater than the total number of Page Views stated on Your invoice for the purchase of the Licensed Web Font. If no number of Page Views is given on Your invoice, the licensed number of Page Views is 250,000. If Your Websites Using a Licensed Web Font are accessed in excess of the total number of licensed Page Views, You must either cease using the Licensed Web Font or purchase an extended license from Monotype or its authorized distributors.
- Businesses or organizations such as advertising agencies, web design agencies or hosting providers that are responsible for multiple clients' Websites must enter into separate Agreement's for each client Website.

You are responsible for ensuring that the Licensed Web Fonts can only be used on the Websites for which the Web Font Kit was downloaded and cannot be used or referenced by any website other than a Website. This includes but is not limited to installing adequate technical protection measures that restrict the Use of and/or access to the Licensed Web Fonts, for instance by utilizing JavaScript or access control mechanisms for cross-origin resource sharing and protecting against use on websites other than the Websites by restricting domain access only to such Websites. The failure to adequately protect the Licensed Web Fonts used for the Websites against Use on other websites shall be considered a failure to comply with this Agreement. You shall identify all Licensed Web Fonts to visitors of Websites only by the Licensed Web Font's original name and in accordance with accepted trademark practice, including identification of the trademark owner's name. The Website's font selection user interface must display the Licensed Web Font's original name(s) and cite the source of the Licensed Web Font. You will only use the Licensed Web Font's original name(s) to identify a Licensed Web Font which effects a faithful reproduction of the underlying font and which is of a quality sufficient to meet industry typographic quality standards. The use of any trademark authorized herein does not give you any rights of ownership in that trademark and all use of any trademark shall inure to the sole benefit of Monotype.

**3. Intellectual and Industrial Property Rights.** You agree that the Licensed Web Fonts are protected by the copyright law and other intellectual and industrial property rights of the United States of America and its various States, by the copyright law and other intellectual and industrial property rights of other nations, and by international treaties. You agree to treat the Licensed Web Fonts as you would any other copyrighted material. You may not copy the Licensed Web Fonts, except as expressly provided herein. You agree not to adapt, modify, alter, translate, convert, or otherwise change the Licensed Web Fonts, or to create Derivative Works from the Licensed Web Fonts or any portion thereof. You further agree not to use the Licensed Web Fonts in connection with software and/or

hardware which create Derivative Works of the Licensed Web Fonts. You agree not to reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code or instructions of the Licensed Web Fonts, provided, however, that if you are located in a European Community member country or any other country which provides rights materially similar to the rights set forth in this provision, you may reverse engineer or decompile the Licensed Web Fonts only to the extent that sufficient information is not available for the purpose of creating an interoperable software program (but only for such purpose and only to the extent that sufficient information is not provided in a timely manner free of charge by Monotype upon written request). You agree that Monotype, or its third party licensors, owns all right, title and interest in and to the Licensed Web Fonts, their 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 Licensed Web Fonts, their structure, organization, code, and related files are valuable property of Monotype or its third party licensors and that any intentional or negligent Use of the Licensed Web Fonts not expressly permitted by the Agreement constitutes an infringement of intellectual and industrial property rights.

**4. Warranty; Limitation of Liability.** Monotype warrants to you that the Licensed Web Fonts will perform substantially in accordance with W3C specifications for the use of fonts in conjunction with the '@font-face rule' specified in the cascading style sheets ("CSS") specification set forth on the <http://www.W3.org> website as of the date of this Agreement for the twenty-one (21) day period following delivery of the Licensed Web Font(s). The Licensed Web Fonts are "productized" for web performance as of the date of this agreement and no representation is made to further productize the fonts. To make a warranty claim, you must, within the twenty-one (21) day warranty period, contact Monotype with sufficient information regarding your licensing of the Licensed Web Font(s) so as to enable Monotype to verify the existence and date of the license. If the Licensed Web Font(s) do not perform substantially in accordance with W3C specifications for the use of fonts in conjunction with the '@font-face rule' specified in the cascading style sheets ("CSS") specification set forth on the <http://www.W3.org> website as of the date you agree to be bound by this Agreement, the entire, exclusive, and cumulative liability and remedy shall be that Monotype will use commercially reasonable effects to cause the Licensed Web Font(s) provided herein to conform with the specifications within twenty-one (21) days or as soon thereafter as commercially reasonable.

MONOTYPE DOES NOT WARRANT THE RESULTS YOU MAY OBTAIN BY USING THE LICENSED WEB FONT(S). THE FOREGOING STATES THE SOLE AND EXCLUSIVE REMEDIES FOR MONOTYPE'S BREACH OF WARRANTY. EXCEPT FOR THE FOREGOING LIMITED WARRANTY, MONOTYPE MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO NONINFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR

PURPOSE. IN NO EVENT WILL MONOTYPE BE LIABLE TO YOU OR ANYONE ELSE (I) FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LOST PROFITS, LOST DATA, LOST BUSINESS OPPORTUNITIES, OR LOST SAVINGS, EVEN IF MONOTYPE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (II) FOR ANY CLAIM AGAINST YOU BY ANY THIRD PARTY SEEKING SUCH DAMAGES EVEN IF MONOTYPE IMAGING HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES..

Some states or jurisdictions do not allow the exclusions of limitations of incidental, consequential or special damages, so the above exclusion may not apply to you. Also, some states or jurisdictions do not allow the exclusions of implied warranties or limitations on how long an implied warranty may last, so the above limitations may not apply to you. To the greatest extent permitted by law, any implied warranties not effectively excluded by this Agreement are limited to twenty-one (21) days. Some jurisdictions do not permit a limitation of implied warranties where the product results in physical injury or death so such limitations may not apply to you. In those jurisdictions, you agree that Monotype's liability for such physical injury or death shall not exceed One Hundred Thousand Dollars (\$100,000) United States dollars, 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 Licensed Web Font(s) are non-returnable and nonrefundable.

**5. Transfer of the Licensed Web Fonts.** You may not rent, lease, sublicense, give, lend, or further distribute the Licensed Web Font(s), or any copy thereof, except as expressly provided herein. You may transfer all its rights to use the Licensed Web Font(s) to another person or legal entity provided that

(i) the transferee accepts and agrees to be bound by all the terms and conditions of this Agreement, and

(ii) you destroy all copies of the Licensed Web Font(s), including all copies stored in the memory of a hardware device. If you are a business or organization, you agree that in case of a reasonable doubt with regard to the proper Use of the Licensed Web Font(s) within your organization, upon request from Monotype or its authorized representative, you will, within thirty (30) days, fully document and certify that the Use of any and all Licensed Web Fonts licensed by you from Monotype at the time of the request is in conformity with your valid licenses from Monotype.

**6. Copies.** You may make one back-up copy of the Licensed Web Font(s) for archival purposes only, and you shall retain exclusive custody and control over such copy. Any copies that you are expressly permitted to make pursuant to the Agreement must contain the same copyright, trademark, and other proprietary

notices that appear on or in the Licensed Web Font(s). Upon termination of Agreement, you must destroy the original and any and all copies of the Licensed Web Font(s).

**7. Term and Termination.** Notwithstanding any other term or limitation contained herein, this Agreement shall expire and automatically terminate four (4) years from the effective date. Further, upon failure by you to comply with the terms of the Agreement, Monotype shall be entitled to terminate the Agreement upon notice by regular mail, paid carrier, telefax or email/textform. The termination of the Agreement shall not preclude Monotype from suing you for damages for any breach of the Agreement. The Agreement may only be modified in writing signed by an authorized officer of Monotype.

**8. Other Terms and Conditions.** In the event that any provision of this Agreement is unenforceable or invalid, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and, in such event, such unenforceable or invalid provision shall be changed and interpreted so as to best accomplish the objectives of such provision within the limits of applicable law or court decisions. You agree that the Licensed Web Fonts may not be shipped, transferred or exported into any country or used in any manner prohibited by the United States Export Administration or any applicable export laws, restrictions or regulations.

If the Licensed Web Fonts licensed to you by Monotype were acquired under the terms of a

(i) GSA contract - use, reproduction or disclosure is subject to the restrictions set forth in the applicable ADP Schedule contract,

(ii) DOD contract - use, duplication or disclosure by the Government is subject to the applicable restrictions set forth in DFARS 252.277-7013;

(iii) Civilian agency contract - use, reproduction, or disclosure is subject to FAR 52.277-19(a) through (d) and restrictions set forth in this Agreement.

Unless you enter into this agreement through the Monotype affiliate Monotype GmbH, or unless otherwise set forth in writing in the agreement between you and Monotype, the agreement entered into between you and Monotype is governed by the laws of the Commonwealth of Massachusetts applicable to contracts wholly entered and performable within such 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 such agreement. Both you and Monotype agree to the personal jurisdiction and venue of these courts in any action related to such agreement.

If you enter into this agreement through the Monotype affiliate Monotype GmbH the agreement is governed by the laws of Germany (without regard to applicable conflict of laws provisions). The courts of Frankfurt/Main, Germany, shall be the exclusive forum for any disputes arising out of or related to such agreement. Both you and Monotype GmbH agree to the personal jurisdiction and venue of these courts in any action related to such agreement.

The 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.

## **9. Definitions:**

“Application” means any software program which allows a Website visitor to Use or access the Licensed Web Fonts to create a document or file or to change the selection of Licensed Web Fonts or any other software used in or accessed by any document or file, including but not limited to server pages, web pages, documents and/or web-based documents.

“Commercial Product” means anything, other than web pages of your Websites, created by Use of the Web Font Software which is offered for distribution to the general public (or to some subset of the general public) in exchange for a separate fee or other consideration.

“Derivative Work” means binary data based upon or derived from the Licensed Web Font(s) (or any portion of the Licensed Web Font(s)) 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 the Licensed Web Font(s) may be converted.

“Editing” means any input of text that is displayed using the Licensed Web Fonts. For the avoidance of doubt, Editing includes the insert of text into a form field.

“Licensed Web Fonts” means those fonts optimized for use on the web, either individually or collectively, that you license from Monotype.

“Monotype” means Monotype Imaging Inc. or the Monotype affiliated company which operates the website you have licensed the Web Fonts from (the web site owner is identified in the respective web site’s imprint). The trademark “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.

“Page View” means each request to load a single page of each of Your Websites. Page Views – also referred to as page impressions or page requests – must be recorded by the Web Font tracking code if such code is provided by Monotype or

else a commonly accepted or recognized performance tracking system. Monotype reserves the right to request written copies of Your average Page View reporting statistics.

“Use” or “Using” of the Licensed Web Fonts shall occur when an individual is able to give commands (whether by keyboard or otherwise) that are followed by the Licensed Web Fonts, regardless of the location in which the Licensed Web Fonts resides. “Use” of the Licensed Web Fonts shall also occur when the software or instructions are executed.

“Web Font Kit” means a repository for the bundling of Licensed Web Fonts for Use on a Website. A Web Font Kit shall contain page view tracking code which must be retained by you and placed on all Websites which Use any Licensed Web Fonts.

“Website(s)” means a web site or web sites (i.e., a collection of web pages, images, videos or other digital assets that are hosted on one or more web servers, accessed from a common root Uniform Resource Identifier (URI)) which:

- (i) Uses or accesses the Licensed Web Font(s) in its web pages,
- (ii) does not in any way enable the permanent installation of the Licensed Web Font(s) by Website visitors on any printer or display which displays a screen image created by Use of or access to the Licensed Web Font(s), and
- (iii) reasonably restricts access to Licensed Web Font(s) from Use or access by web pages or any document not originating from such Websites.

Monotype Imaging Inc.’s mailing address is: 600 Unicorn Park Dr., Woburn, Massachusetts 01801, USA. All inquiries and requests for licenses may be sent via e-mail to: [info@monotype.com](mailto:info@monotype.com). Monotype’s website is located at [www.monotype.com](http://www.monotype.com).

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