



**Quote Number: EXT4 Boilerplate**

**Customer Name:**

**Quote Date**

**Account Manager: Neil Schaffer**

**E-Mail: [neil@terrapiN.co.uk](mailto:neil@terrapiN.co.uk)**

**CUSTOMER INFORMATION:**

**LICENSED FONT SOFTWARE:**

The Licensed Font Software shall be subject to the license terms indicated below:

Product number	Font Name	License Rights	No of License (or Page views, or Titles, or Cores, or App's)	Price
		EXT4 Web Server LicenseApp/Extensions		

**Plus any applicable TAX or VAT**

**ADDITIONAL LICENSE TERMS:**

**Web Server – EXT4**

The offering of Embedded Documents referred to in the Web Server Extension terms.

Number of Licensed Servers: Number of CPUs (or - if multi-core CPUs are used - CPU cores):

The term of the extension shall be 3 years upon purchase of licensed software. The license is on automatic renewal, unless cancelled in writing at least 90 days before the license renewal date.

License period – **TBD**

Quote Number: EXT4 Boilerplate

Customer Name:

Terrapin Solutions Ltd

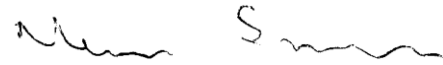
Neil Schaffer

Name

Director

Position

Business Development Manager



Date Signature

16.11.20

Name

Position

Date, Signature

Quote Number: EXT4 Boilerplate

Customer Name:

## MONOTYPE TERMS AND CONDITIONS

1. **Scope.** The following Terms and Conditions will apply exclusively to the current and future business relationships between Monotype Imaging Inc. (collectively with its subsidiaries and affiliated companies, "Monotype") and you ("you" or the "customer"). Any additional or inconsistent terms issued by you, including any such terms and conditions set forth on a purchase order provided by you shall not be binding upon Monotype, unless Monotype gives its express agreement in writing.
2. **Entire Agreement.** Any quotation or price information made available by Monotype is without obligation and subject to change without notice unless an offer has been designated as binding. Oral understandings between you and Monotype will require written confirmation by Monotype and a contract between you and Monotype will only become valid when it has been accepted in writing by Monotype (e.g., confirmation of order, which will be final) or when the order is performed (e.g., delivery, download or connection by you of or to the software). As permitted by law, Monotype reserves the right to correct errors in its offers, invoices and communications such as spelling or arithmetical errors. You and Monotype each owe a duty to each other co-operate in order to give full effect to your agreement.
3. **Assignment.** Unless specifically set forth in a written agreement between you and Monotype, your obligations to Monotype may not be sublicensed or assigned to any third party (with a change in control of you constituting an assignment). These Terms and Conditions shall be binding on each party's successors and assigns.
4. **Delivery.** As permitted by law, Monotype's standard delivery terms are FOB origin.
5. **Prices.** Unless otherwise indicated in writing by Monotype, all prices are quoted in US dollars and are exclusive of all taxes and duties imposed by any governmental authority and freight and shipping charges, all of which shall be paid by you.
6. **Payment.** Unless specifically set forth in a written agreement between you and Monotype, payment for goods or services from Monotype is net thirty (30) days from the date of invoice. 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.
7. **Warranty.** Unless specifically set forth in a written agreement between you and Monotype or as required by law, the goods and services purchased by you are provided "as is" without any representation or warranty of any kind, including without limitation, any warranty of non-infringement or fitness for a particular purpose.
8. **Partial Nullity.** In the event that any provision of these Terms and Conditions is unenforceable or invalid, such unenforceability or invalidity shall not render these Terms and Conditions 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.
9. **Export.** You agree that the software licensed to you by Monotype will 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.
10. **U.S. Government Contracts.** If the software licensed to you by Monotype is 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 your agreement with Monotype.
11. **Governing Law and Jurisdiction.** Unless you enter into this agreement through the Monotype affiliate Monotype Ltd. or 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 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 Ltd. the agreement is governed by the laws of England and Wales (without regard to applicable conflict of laws provisions). The courts of London, England, shall be the exclusive forum for any disputes arising out of or related to such agreement. Both you and Monotype Ltd. 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.

**Quote Number: EXT4 Boilerplate**

**Customer Name:**

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.

**MONOTYPE FONT SOFTWARE END USER LICENSE AGREEMENT (EULA) –**

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.
3. **Embedding Font Software and Representations of Typeface and Typographic Designs and Ornaments.** You may embed the Font Software only into an electronic document that (i) is not a Commercial Product, (ii) is distributed in a secure format that does not permit the extraction of the embedded Font Software, and (iii) in the case where a recipient of an electronic document is able to Use the Font Software for editing, only if the recipient of such document is within your Licensed Unit. 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.
6. **Alterations to Font Software.** You may not alter Font Software for the purpose of adding any functionality that such Font Software did not have when delivered to you by Monotype. 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.
7. **Transfer of the Font Software.** You may not rent, lease, sublicense, give, lend, or further distribute the Font Software, or any copy thereof, 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 and (ii) you destroy all copies of the Font Software, 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 Font Software within your organization, upon request from Monotype or its authorized representative, you will within thirty (30) days fully document and certify that Use of any and all Monotype Font Software at the time of the request is in conformity with your valid licenses from Monotype.
8. **Copies.** You may make one back-up copy of Font Software 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 Font Software. Upon termination of the Agreement, you must destroy the original and any and all copies of the Font Software.
9. **Intellectual and Industrial Property Rights.** You agree that the Font Software is protected by the copyright law and 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 to treat the Font Software as you would any other copyrighted material, such as a book. You may not copy the Font Software, except as expressly provided herein. You agree not to adapt, modify, alter, translate, convert, or otherwise change the Font Software, or to create Derivative Works from Font Software or any portion thereof. You further agree not to use Font Software in connection with software and/or hardware which create Derivative Works of such Font Software. You agree not to reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code or instructions of the Font Software, 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 Font Software only to the

**Quote Number: EXT4 Boilerplate**

**Customer Name:**

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 owns 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 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.

You agree to use trademarks associated with the Font Software according to accepted trademark practice, including identification of the trademark owner's name. Trademarks can only be used to identify printed output produced by the Font Software. The use of any trademark as herein authorized 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. You may not change any trademark or trade name designation for the Font Software.

- 10. **Limited Warranty.** Monotype warrants to you that the Font Software will perform substantially in accordance with its documentation for the ninety (90) day period following delivery of the Font Software. To make a warranty claim, you must, within the ninety (90) day warranty period, notify Monotype. The entire, exclusive, and cumulative liability and remedy shall be that Monotype will use reasonable efforts to cause the Font Software to conform to the documentation as soon as commercially practicable. MONOTYPE DOES NOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING THE FONT SOFTWARE. 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 NON-INFRINGEMENT 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 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 the Agreement are limited to ninety (90) days. Some jurisdictions do not permit a limitation of implied warranties where the product results in physical injury or death so that 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 (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.

**Quote Number: EXT4 Boilerplate**

**Customer Name:**

‘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.

‘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. Monotype’s mailing address is: 600 Unicorn Park Dr., Woburn, Massachusetts 01801. 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).

**WEB SERVER EXTENSION – EXT4**

- Extension.** In addition to the rights granted by the EULA and other license extensions entered into between you and Monotype, if any, and subject to the non-conflicting restrictions set forth in such agreements, you are hereby granted the non-exclusive, non-assignable, non-transferable license to, notwithstanding any provision of the EULA to the contrary, (i) install the Font Software on the Licensed Servers or incorporate the Font Software into a product and install the product on the Licensed Servers for the purposes set forth in this Extension, (ii) to use the Font Software on Development Servers solely for internal development use, (iii) in each case for Internal Use only, (A) create or allow End Users to create Embedded Documents with Printing and Viewing Rights and Editing Rights, (B) distribute such Embedded Documents to End Users and (C) grant End Users the right to use the Font Software to print, view and edit the Embedded Documents. End Users shall not have the right to distribute the Embedded Document. You may not distribute an Embedded Document as a commercial product for a fee or any other consideration without acquiring a separate license from Monotype.
- AFP License Extension.** For the term set forth in the additional license terms, you are granted the non-exclusive, non-assignable, non-transferable license to, notwithstanding any provision of the EULA to the contrary, (1) convert or allow internal software or hardware to convert the Licensed Font Software into the AFP format (each such derivative work being owned by Monotype Limited and thereafter constituting Licensed Font Software licensed to you hereunder and under the EULA) and (2) Use such derivative works to generate Intelligent Printer Data Stream™ (IPDS™) output or similar output in printing environments.

**Quote Number: EXT4 Boilerplate**

**Customer Name:**

3. **The EXT4 agreements covers documents processed by, but not limited to the following software, at either tenant level or hosted environs.** DOC1 (Precisely). EngageOne TM, CSF, Thunderhead, SmartComm TM, cSmartDx TM, Amdocs Designer, BriteBill, HP Dialogue, Papyrus, Sefas Open Print Designer, Crawford PRO Production Manager, EMC Document Sciences xPression, Quadient
4. **Protection of Font Software.** You shall have no right to duplicate the Font Software except for back-up purposes, shall have no right to distribute the Font Software to any party, and shall only install the Font Software on the Licensed Servers and not on any other computer or processing unit. You agree that the Font Software (i) shall be integrated into and installed in an Embedded Document in such a manner that it cannot be extracted from Embedded Document, (ii) will not be usable except with Embedded Document, and (iii) cannot be used or accessed by any unauthorized third party. All use of the Font Software by End Users shall be pursuant to End User Agreements. End Users shall have no right to use Font Software to create, modify, or edit a document except on the Licensed Servers. You agree that you will take no action which will have the direct or indirect effect of causing the Font Software or derivative works thereof to become Publicly Available Software or otherwise be subject to a Publicly Available Software agreement.
5. **Trademark License.** You are hereby granted a non-exclusive, non-assignable, non-transferable license for the term of this Extension to use the Licensed Trademarks in your advertising, publicity, literature, packaging, and other promotional activities in connection with the Font Software incorporated within the Embedded Documents. You shall identify all Font Software to End Users only by the Licensed Trademarks. You shall comply with the Licensed Trademark use requirements set forth at [www.monotype.com](http://www.monotype.com). You will only use the Licensed Trademarks to identify Font Software which effects a faithful reproduction of the underlying font and which is of a quality sufficient to meet Monotype's typographic quality standard as of the date of use of the Font Software in an Embedded Document by an End User, which shall be consistent with the industry standards. Upon Monotype's request, you will provide, from time to time, Monotype with a screen shot of a sample Embedded Document free of charge so as to enable Monotype to confirm continued adherence to such standards and a sample of any packaging in which you are advertising or distributing Embedded Documents. If Monotype provides corrections to such screen shot or materials, you shall correct such materials in your next software update or printing, as applicable. Monotype will not unreasonably object to your quality output as evidenced by the screen shot or your advertising, packaging and materials. Monotype or its suppliers own all right, title and interest in and to the Licensed Trademarks. You acknowledge that the use of the Licensed Trademarks by you will not create in you, nor will you represent that you have, any right, title or interest in or to the Licensed Trademarks. You agree not to do anything impairing Monotype's rights in the Licensed Trademarks. You acknowledge that all use of Monotype's Licensed Trademarks by you and End Users will inure to the benefit of Monotype.
6. **Integration; Support.** Monotype shall provide you with limited telephone support for the initial integration or implementation of the Font Software, the total of such time to be reasonable but not to exceed 5 hours. Additional engineering technical phone support will be billed at the then published Monotype rate. Monotype shall have no obligation to provide you with any updates or upgrades of the Font Software or documentation. You shall be solely responsible for technical support, if any provided to your End Users.
7. **Injunctive Relief.** You agree that, due to the nature of the Font Software and the Licensed Trademarks, and the inherent difficulty of adequately protecting the proprietary rights of Monotype in the Font Software and the Licensed Trademarks, a breach of this Agreement will cause Monotype irreparable harm for which money damages would be inadequate. Therefore, you agree that Monotype is entitled to seek injunctive relief to protect its rights under this Agreement, in addition to any and all remedies available at law. You agree that no bond or security shall be required of Monotype as a condition of obtaining any injunctive or other relief to enforce its rights under this Agreement.
8. **Term.** This Agreement shall be effective as of the date of Monotype's acceptance of your offer (the 'Effective Date'), for the term set forth in the respective additional license terms, unless earlier terminated in accordance with the terms hereof. In case of an automatic renewal this Agreement shall renew for additional terms as indicated in the respective additional license terms, unless either party provides written notice of termination at least thirty (30) days prior to the expiration of the then current term. Either party shall have the sole discretion to determine as to whether it intends not to renew.
9. **Payment Terms in Case of Renewal.** In case of an automatic renewal, Monotype shall send you a notice of expiration and an invoice for the amount indicated in the respective additional license terms for the non-refundable license fee for the next term ninety (90) days prior to the expiration of the initial term or any renewal term of this Agreement. No amounts may be paid by you through an affiliated entity or through a third party unless specifically agreed to by Monotype.

10. **Application of EULA; Termination.** You hereby expressly acknowledge the terms and conditions of the EULA which shall, with the exception of the rights granted herein or other license extensions to the EULA, remain in full force and effect. Any capitalized terms used in this Extension and not defined shall have the meaning set forth in the EULA. In the event the EULA terminates for any reason, this Extension will terminate without any further action on the part of either party. In addition, either party may terminate this Extension upon thirty (30) days prior written notice to the other party if the non-notifying party has materially breached this Agreement, and such breach has not been cured within such thirty (30) day period. Any such notice shall set forth the breach or breaches and the actions necessary to cure them, if a cure is possible. Monotype shall also have the right to terminate this Extension immediately upon written notice if you shall become insolvent, enter bankruptcy, seek reorganization in the bankruptcy court, make an assignment for the benefit of creditors, or have a receiver appointed over any of your assets.

11. **Rights Upon Termination.** In the event of a termination of this Extension, (i) you shall continue to be responsible for safeguarding the proprietary rights of Monotype, (ii) subject to any continuing rights in the EULA, you shall immediately discontinue use of and return or destroy all copies of, the Font Software in your possession (including copies placed in any storage device under your control) and regardless shall immediately take such actions as are necessary to prevent End Users from having access to or utilizing the Font Software, and (iii) End Users who create Embedded Documents prior to the termination of the Extension shall have the perpetual right to use such electronic documents for the sole purpose of printing and viewing, but not editing such documents.

12. **Definitions.**

'CPUs' – means the central processing unit(s) identified in your agreement with Monotype. Each CPU shall be under your sole control and shall be utilized by you to access the Font Software to assist in the creation and Internal Use of Embedded Documents by you and End Users.

'Editing Rights' – means the right to add to, delete from and make changes in the text of an electronic document.

'End User' – means a person or entity that receives an Embedded Document from you under an End User Agreement.

'End User Agreement (EULA)' – means an agreement binding an End User to the following minimum terms and conditions:

- i. An acknowledgement that the server-based product contains, as a component, Font Software.
- ii. A non-exclusive, non-assignable, and non-transferable right to use the server-based product and its components only for 'Internal Use' and for no other purposes, including but not limited to, further resale, sublicensing, or distribution.
- iii. An agreement that the term 'Internal Use' shall mean use of such product only in the course of the End User's customary and ordinary internal business or personal use. 'Customary and ordinary internal business use' shall mean, for an End User that is an entity, use by such End User, or its employees or authorized agents for the End User's customary and ordinary internal business. 'Customary and ordinary personal use' shall mean use, by an End User that is an individual, use by such End User or a member of such End User's household for internal personal purposes. 'Internal Use' shall occur when any such permitted individual is able to give commands (whether by keyboard or otherwise) from a remote location that are followed by the Font Software which is a component of the server-based product.
- iv. A requirement that all such employees, agents, and household members shall be notified by the End User as to the terms and conditions of the End User Agreement and shall agree to be bound by it.
- v. A prohibition on (A) alterations to or modifications of the Font Software, (B) extraction of the Font Software from the product or from the server, and (C) copying of the Font Software from the product or from the server.
- vi. A restriction on distribution of any electronic document created with the product and containing the Font Software unless such Font Software is included in a static graphic image or in a format that permits the embedding of Font Software solely for the viewing and printing (and not the editing, altering, enhancing, or modifying) of such document. For clarification, Font Software may not be embedded into a document which is distributed as a commercial product in exchange for a fee or other consideration (for example, End Users shall not embed Font Software into an electronic book that is offered to the public for a fee).
- vii. A statement that the grant of a license does not transfer any right, title, or interest in the product or its components except as specifically and expressly set forth therein.
- viii. Notification that the entity granting the license claims protection of the software product under copyright laws.
- ix. Notification that the entity granting the license reserves the right to terminate the license upon breach and that, in the event of termination, the licensee will be required to immediately cease all use of the product and Font Software residing therein, destroy the original and all copies of the product in the licensee's custody, possession, or control and promptly certify to such entity that such destruction has taken place.
- x. A reservation of all rights not expressly granted in the license.

'Internal Use' – means use only in the course of customary and ordinary internal business or personal use.



**Quote Number: EXT4 Boilerplate**

**Customer Name:**

**'Licensed Servers'** – means the servers identified in writing in your agreement with Monotype. Each Licensed Server shall be owned by you and shall remain under your sole care, custody and control during the term of this Extension or, if such Licensed Server shall be hosted by an internet service provider (ISP) for your benefit, you shall be responsible for all content on the Licensed Server, as well as access to and security for such content. Each Licensed Server shall have the number of CPUs set forth in your agreement with Monotype and no more. During the term of this Extension, a Licensed Server may be replaced by a new Licensed Server, provided that the new Licensed Server shall have no more CPUs than the Licensed Server it is replacing.

**'Printing and Viewing Rights'** – means the right to print and view an electronic document, but not edit that document.

**'Publicly Available Software'** – means each of: (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. Publicly Available Software includes, without limitation, software licensed or distributed under any of the following licenses or distribution models, or licenses or distribution models similar to any of the following: (1) GNU's General Public License (GPL) or Lesser/Library GPL (LGPL); (2) the Artistic License (e.g., PERL); (3) the Mozilla Public License; (4) the Netscape Public License; (5) the Sun Community Source License (SCSL); (6) the Sun Industry Standard Source License (SISL); and (7) the Apache Software license.