

MYFONTS APPLICATION END USER LICENSE AGREEMENT

This MyFonts Application End User License Agreement (the “Agreement”) becomes a binding contract between you and Monotype when you install the Application. By installing the Application you are indicating that you agree to these terms. If you do not wish to be bound by the Agreement, you cannot access, use or download the Application. Please read this entire Agreement before agreeing to be bound. Monotype reserves the right to change this Agreement without advanced notice by posting a revised Agreement. Accordingly, you should review the Agreement each time you access the Application to stay informed of any changes to this Agreement. Any access or use of the Application after such changes shall be deemed to constitute acceptance by you of any such changes. The Agreement contains capitalized terms that are defined in Section 11 of the Agreement.

1. **Binding Agreement.** You are bound by the Agreement and you acknowledge that the Application and all Use of the Application Font Software is governed by the Agreement.
2. **License Grants.** The Application and the Application Font Software is licensed, not sold, to you for use only under the terms of the Agreement. Monotype, as a licensor, reserves all rights not expressly granted to you.
 - A. **Application:** You are hereby granted a non-exclusive, non-assignable, non-transferable license to install and access the Application on an iOS device that you own or control.
 - B. **Application Font Software:** You are hereby granted a non-exclusive, non-assignable, non-transferable license to access the Application Font Software (i) only on an iOS device that you own or control, (ii) only for your Personal and Internal Business Use, and (iii) only subject to all of the terms and conditions of this Agreement.
3. **Embedding Rights.** You shall have no right to embed the Application Font Software into any materials. You may embed static graphic images into an electronic document with a representation of a typeface and typographic design or ornament created with the Application Font Software as long as such images are not used as a replacement for the Application Font Software, i.e. as long as the representations do not correspond to individual glyphs of the Application Font Software and may not be individually addressed by the document to render such designs and ornaments.
4. **Additional Font Software.** In the event that the Application permits the upload of Additional Font Software, you agree and understand that all use of the Additional Font Software, within the Application or otherwise, is subject to the terms of the license agreement under which you obtained the Additional Font Software.
5. **Indemnification of Monotype.** You agree to indemnify, defend, and hold Monotype, its partners, licensors, affiliates, contractors, officers, directors employees and agents harmless from all damages, losses and expenses arising directly or indirectly from (a) any negligent acts, omissions or willful misconduct by you, (b) your use of the Application and/or the Application Font Software, (c) any breach of this Agreement by you, and/or (d) your violation of any law or of any rights of any third party.
6. **Intellectual and Industrial Property Rights.** You agree that the Application and Application 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 Application and the

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You agree to use trademarks associated with the Application and the Application Font Software according to accepted trademark practice, including identification of the trademark owner's name. 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 Application or Application Font Software.

- 7. No Warranty; Limitation of Liability.** UNLESS SPECIFICALLY SET FORTH IN A WRITTEN AGREEMENT BETWEEN YOU AND MONOTYPE OR AS REQUIRED BY LAW, THE APPLICATION AND THE APPLICATION FONT SOFTWARE IS 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. IN PARTICULAR, MONOTYPE, ITS SUBSIDIARIES, AFFILIATES AND LICENSORS MAKE NO REPRESENTATION OR WARRANTY TO YOU THAT YOUR USE OF THE APPLICATION WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR. IN NO EVENT WILL MONOTYPE, ITS SUBSIDIARIES, AFFILIATES AND LICENSORS 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 Application is non-returnable and nonrefundable.

- 8. Data.** You agree that Monotype may collect and use data and other technical information about your use of the Application. Monotype may use this information in accordance with Monotype’s privacy policy available at: www.monotype.com/legal/privacy-policy/website-use-privacy-policy, the terms of which are incorporated into this Agreement.
- 9. Termination.** 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, 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.
- 10. Partial Nullity.** 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 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.
- 11. 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.
- 12. Governing Law and Jurisdiction.** This 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. You agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement.

13. Definitions:

“Additional Font Software”	means Font Software that is licensed by you through www.myfonts.com and uploaded to the Application.
“Application”	means the MyFonts application, a specialized software program designed to be downloaded and run on a mobile device.
“Application Font Software”	means Font Software that is made available to you directly within the Application and licensed to you under this Agreement.
“Font Software”	means software, that when used on an appropriate device, generates typefaces and typographic designs and ornaments.

“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 Application supplied to you pursuant to the Agreement.
“Personal or Internal Business Use”	means Use of the Application 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.
“Use”	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.

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Last Updated: 21st January 2020