

Linotype FontExplorer X Software License Agreement

We recommend that you print this Agreement for further reference. This FontExplorer X Software License Agreement (this "Agreement") becomes a binding contract between you and Linotype GmbH, Werner-Reimers-Straße 2-4, 61352 Bad Homburg, Germany ("Linotype"), when you click on the area marked "ACCEPT LICENSE AGREEMENT" (or such similar language). If you do not wish to be bound by this Agreement, you may not Use the FontExplorer X Software. Please read all of this Agreement before you agree to be bound by its terms and conditions.

1. Definitions

Defined terms used throughout this Agreement:

"Critical Patch Releases" means updates to the FontExplorer X Software that Linotype determines, in its sole discretion, will be made available on a general basis to all of its customers. Critical Patch Releases may or may not include certain changes that are included in an Update and may be released before or after any such Update is provided to eligible customers. A Critical Patch Release may, in Linotype's sole discretion, be released prior to completion of Linotype's complete quality assurance testing process.

"Device" means any piece of electronic equipment or mechanism designed to serve a special purpose or perform a special function, including, but not limited to, a desktop computer, server or laptop.

"FontExplorer X Pro Software" means all the contents of the files, CD-ROM, DVD-ROM or other media relating to Linotype's proprietary FontExplorer X Pro Software product and which is provided to you under this Agreement. The FontExplorer X Pro Software may include Updates, Upgrades, Critical Patch Releases, permitted copies, and related documentation, in each case which may be provided to you by Linotype in its sole discretion or pursuant to Section 5.4.

"FontExplorer X Server Software" means all the contents of the files, CD-ROM, DVD-ROM or other media relating to Linotype's proprietary FontExplorer X Server Software product if such product is provided to you under this Agreement. The FontExplorer X Server Software may include Updates, Upgrades, Critical Patch Releases, permitted copies, and related documentation, in each case which may be provided to you by Linotype in its sole discretion or pursuant to Section 5.4.

"FontExplorer X Software" means the FontExplorer X Pro Software and, as the case may be, the FontExplorer X Server Software.

"Licensed Server" means a Device that the FontExplorer X Server Software runs on, regardless of other purposes the Device may be used for, and which shall remain in your sole care, custody and control (or, if the Licensed Server is hosted by an internet service provider for your benefit, you shall be responsible for all content on the Licensed Server, as well as access to and security for such content).

"Licensed User" means you and, so long as they have been notified by you of the terms and conditions of this Agreement and have agreed to be bound by it, (i) if you are an individual, members of your immediate household or (ii) if you are a

business entity, your employees and any contractors, in each case subject to the limit of the number of users specified in the respective invoice(s) or licensing document(s).

“Linotype” as used herein shall mean collectively Linotype GmbH, its successors and assigns, its parent and affiliated corporations, its authorized distributors, and any third party which has licensed to Linotype GmbH any or all of the components of the FontExplorer X Software supplied to you pursuant to this Agreement.

“Normal Days and Hours of Business Operation” are currently between 9 a.m. and 5 p.m., Monday through Friday, at the support location contacted by you. The normal days and hours are subject to change at the sole discretion of Linotype without notice to you. The support locations available and the respective Normal Days and Hours of Business Operation are published at the following website: <http://www.fontexplorerx.com/contact>.

“Software Releases” are newly named products which provide unique functionality beyond the scope of previously released software products and which will be made available to customers for an additional fee.

“Update” means any bug fixes or minor debugging that revises or corrects inefficiencies or defects in the FontExplorer X Software. Some specific updates may include a Critical Patch Release in Linotype’s sole discretion. Updates shall not include any Upgrades or Software Releases.

“Upgrade” means a new version of the FontExplorer X Software which provides product updates, feature enhancements and/or the foundation for additional functionality beyond that contained in the most recent version of the FontExplorer X Software. Upgrades shall not include any Software Releases.

“Use” of the FontExplorer X Software shall occur when it is downloaded, installed, executed, accessed or an individual or entity otherwise benefits from the FontExplorer X Software.

2. Scope

You are bound by this Agreement and you acknowledge that all Use of the FontExplorer X Software is governed by this Agreement. You are responsible for any breach of this Agreement by a Licensed User.

3. License Grants

- 3.1 *FontExplorer X Server Software.* If the quotation appertaining to this Agreement references the FontExplorer X Server Software you are hereby granted, subject to the payment of the applicable license fees, and subject to the terms and conditions of this Agreement, a non-exclusive, non-assignable, non-transferable (except as expressly permitted in Section 10 of this Agreement), non-terminable (except as expressly permitted in Section 12 of this Agreement) license to (i) Use the FontExplorer X Server Software on Licensed Servers and (ii) to permit Licensed Users to access and Use the FontExplorer X Server Software through Devices or through an internal local area network (LAN) which includes connections though a Virtual Private Network (VPN).

3.2 *FontExplorer X Pro Software.* Subject to the payment of the applicable license fees, and subject to the terms and conditions of this Agreement, each Licensed User is hereby granted a non-exclusive, non-assignable, non-transferable (except as expressly permitted in Section 10 of this Agreement), non-terminable (except as expressly permitted in Section 12 of this Agreement) license to copy and Use the FontExplorer X Pro Software on Devices which a Licensed User may access under the condition that persons other than Licensed Users are excluded from Use of the FontExplorer X Pro Software. The FontExplorer X Pro Software may be Used from a server (through a LAN or external network system) as long as such Use is restricted to Licensed Users.

4. Copies and Modifications

4.1 *FontExplorer X Server Software.* If the quotation appertaining to this Agreement references the FontExplorer X Server Software you may make one back-up copy of the FontExplorer X Server Software for archival purposes only, and you shall retain exclusive custody and control over such copy. Such copy must contain the same copyright, trademark, and other proprietary notices that appear on or in the FontExplorer X Server Software.

4.2 *FontExplorer X Pro Software.* With the exception of making copies of the FontExplorer X Pro Software for Devices which a Licensed User may access as provided by 3.2, a Licensed User may make one back-up copy of the FontExplorer X Pro Software for archival purposes only, and such Licensed User shall retain exclusive custody and control over such copy. Such copy must contain the same copyright, trademark, and other proprietary notices that appear on or in the FontExplorer X Pro Software.

4.3 *Additional Restrictions.* You may not, and you will not encourage, assist or authorize any other person to:

- Install the FontExplorer X Server Software on Devices other than on a Licensed Server;
- Use the FontExplorer X Software if such person is not a Licensed User;
- sublicense, rent or lease, adapt, modify, alter, translate, convert, create any derivative work or otherwise change the FontExplorer X Software or any portion thereof; or
- reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code of the FontExplorer X Software or any portion thereof, 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 proviso, you may reverse engineer or decompile the FontExplorer X Software 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 by Linotype upon written request). You agree not to publish, or make otherwise accessible to the public, the information arrived at through reverse engineering and/or decompiling for the purpose of achieving interoperability.

4.4 *Ownership.* If you modify or create a derivative work of the FontExplorer X Software, Linotype becomes the owner of the modified data and/or derivative work.

5. Support

5.1 For the period of one (1) year from the date you agree to the terms of this Agreement (the "Support Period"), Linotype will provide the following support for the FontExplorer X Software:

- email support through the following email-address:
support@fontexplorerx.com
- telephone hotline support. The hotline numbers are provided at the following website: <http://www.fontexplorerx.com/contact>

5.2 Such telephone and email support during the support period shall be limited to consultation on (i) the installation and deinstallation of the FontExplorer X Software and (ii) consultation on errors or performance deficiencies of the FontExplorer X Software. Linotype will use its commercially reasonable efforts to cure reported and reproducible errors in the FontExplorer X Software. After the Support Period, Monotype Imaging shall have no obligation to provide any support to you, but support services may be purchased by you at Linotype's then current hourly rate.

5.3 During Linotype's Normal Days and Hours of Business Operation Linotype shall use its commercially reasonable efforts to respond within one (1) business day to a request for support during the Support Period, provided that, times by which Linotype will perform under this Agreement shall be postponed automatically to the extent that Linotype is prevented from meeting them by causes beyond Linotype's reasonable control. The maintenance of support center and contact details is subject to change at the sole discretion of Linotype without notice to you. The current support center and contact details can also be accessed at the following website: <http://www.fontexplorerx.com/contact>.

5.4 In addition, during the Support Period, Linotype will provide you Updates and Critical Patch Releases with respect to the FontExplorer X Software. These materials may not be used to increase the number of Licensed Users or copies of the FontExplorer X Software. You agree not to use or transfer the prior version, but to destroy or archive the prior version of the FontExplorer X Software. All Updates and Critical Patch Releases shall be subject to the terms of this Agreement. Linotype will ask for consent prior to the download or installation of any Update or Critical Patch Release.

5.5 The provision of support services by Linotype, as described above, shall be expressly contingent upon reference to the license key provided by Linotype upon acceptance of this Agreement and your transfer of complete and comprehensible information regarding the operation and utilization of the FontExplorer X Software or any errors or performance deficiencies encountered during the Use of the FontExplorer X Software.

5.6 For the avoidance of doubt, the above support terms do not apply to fonts or software products by Linotype other than the FontExplorer X Software, including, but not limited to font software products, iType, WTLE or FontWise.

6. Purchases of Font Software through the FontExplorer X Pro Software

- 6.1 In order to purchase font software products through the FontExplorer X Pro Software, a Licensed User must register with Linotype. You agree to provide accurate, current, and complete information and to maintain and update the registration data as required. Personal data will be collected, processed and used only by Linotype and its affiliated companies to provide the services specified herein (principle of data economy).
- 6.2 Any purchase of font software products made through the FontExplorer X Pro Software is subject to the respective foundries' End User License Agreement (EULA). The EULAs may be updated by the respective foundry from time to time and the EULA in effect at the time a Licensed User purchases a particular font software product shall apply to that font software product. A breach of any such EULA will also constitute a breach of this Agreement.

7. Licensing Information

The FontExplorer X Software may contain license information about the fonts that are loaded in its repository (e. g. number of licenses per font). To the extent that you or a Licensed User enter or change such license information, you agree that such information is and will be at all times correct and complete.

8. Reservation of Rights

- 8.1 You acknowledge that the FontExplorer X Software is protected by the copyright of Germany, by the copyright laws of other nations, and by international treaties. Neither you nor any Licensed User has rights to the FontExplorer X Software other than as expressly set forth in this Agreement. You agree that Linotype or its licensors owns all right, title and interest in and to the FontExplorer X Software, its structure, organization, code, and related files, including all property rights therein such as copyright, design and trademarks rights. You agree that the FontExplorer X Software, its structure, organization, code, and related files (including, without limitation, its metrics) are valuable property of Linotype and that any intentional Use of the FontExplorer X Software not expressly permitted by this Agreement constitutes a theft of valuable property. You agree to treat the FontExplorer X Software as you would any other copyrighted material, such as a book. All rights not expressly granted in this Agreement are expressly reserved to Linotype.
- 8.2 Monotype Imaging, the Monotype Imaging logo, Linotype, the Linotype logo, FontExplorer X and other Linotype trademarks used in connection with the FontExplorer X Software are trademarks or registered trademarks of Monotype Imaging Inc. or Linotype in Germany, the U.S. and/or other countries. Neither you nor any Licensed User is granted any right or license with respect to any of the aforementioned trademarks or any use of such trademarks. You agree to use trademarks associated with the FontExplorer X 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 Linotype.

9. Warranty; Disclaimer of Warranty; Liability Limitations

- 9.1 Linotype warrants to you that the FontExplorer X Software will perform substantially in accordance with its documentation for a one year period. To make a warranty claim, you must, within the warranty period, return the applicable software to the location from which you obtained it along with a copy of your receipt or, if such software is acquired on-line, contact Linotype or the on-line provider with sufficient information regarding your acquisition of the software so as to enable Linotype to verify the existence and date of the transaction.
- 9.2 LINOTYPE DOES NOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING THE FONTEXPLORER X SOFTWARE. TO THE GREATEST EXTENT PERMITTED BY LAW THE FOREGOING STATES THE SOLE AND EXCLUSIVE REMEDIES FOR LINOTYPE'S BREACH OF WARRANTY. EXCEPT FOR THE FOREGOING LIMITED WARRANTY, LINOTYPE MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE.
- 9.3 LINOTYPE DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOUR USE OF SUPPORT SET FORTH IN SECTION 5 OF THIS AGREEMENT WILL BE UNINTERRUPTED OR ERROR-FREE.
- 9.4 TO THE EXTENT PERMITTED BY THE APPLICABLE LAW LINOTYPE WILL NOT 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 LINOTYPE 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 LINOTYPE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 9.5 THE ABOVE LIMITATIONS OF LIABILITY WILL NOT APPLY IF THE CAUSE OF THE DAMAGE WAS DELIBERATE OR DUE TO GROSS NEGLIGENCE OR IF PERSONAL INJURY HAS OCCURRED. NEITHER WILL IT APPLY IF YOU RAISE COMPULSORILY LEGALLY-BASED CLAIMS.
- 9.6 IN NO EVENT SHALL LINOTYPE'S LIABILITY EXCEED ONE HUNDRED THOUSAND EURO (€ 100,000.00), PROVIDED THAT THE APPLICABLE LAW PERMITS SUCH LIMITATION OF LIABILITY.
- 9.7 To the greatest extent permitted by law, any implied warranties not effectively excluded by this Agreement are limited to ninety (90) days.

10. Transfers

You may transfer all your rights to Use the FontExplorer X Software to another person or legal entity provided that (i) all such software must be transferred simultaneously, (ii) the transferee accepts and agrees in writing to be bound by all the terms and conditions of this Agreement, (iii) you forward a copy of such writing to Linotype, (iv) you destroy all copies of the FontExplorer X Software not transferred to the transferee, including all copies stored in the memory of a hardware device, and (v) you cease all Use of the FontExplorer X Software.

11. Withdrawal

11.1 Right of Withdrawal. If you are a Consumer, you can withdraw from the contract within one (1) month, without giving a reason, in textform (e. g. letter, fax or email), or – in case you receive the goods before that deadline – by returning the goods. The period shall begin after the receipt of these instructions in textform, however not before the day on which you receive the goods and not before the performance of our duties to inform according to sec. 312c para. 2 BGB in conjunction with sec. 1 paras. 1, 2 and 4 BGB-InfoV as well as our duties according to sec. 312e para. 1 sentence 1 BGB in conjunction with sec. 3 BGB-InfoV. To comply with the time limit, it is sufficient to send the withdrawal or the goods in good time. The withdrawal is to be sent using the following contact details:

Linotype GmbH
Werner-Reimers-Straße 2-4
61352 Bad Homburg
Germany

A right of withdrawal may not be exercised if the FontExplorer X Software has been downloaded, sent to you by email or – in case of a delivery on CD-ROM – the delivered data carrier has been unsealed by you.

11.2 Withdrawal Consequences. If the withdrawal is effective, the return of the benefits received by both parties is to be granted, and any usage gained (e.g. interest) is to be handed over. You are, under certain circumstances, liable for monetary compensation if the benefits received cannot be fully returned or if they can only be returned in a depreciated condition. This does not apply if the depreciation is solely caused by the intended commencement of use of the goods. Goods able to be parcelled are to be returned at our expense and risk of loss. Goods not suitable for parcelling will be collected from you. Obligations to refund must be fulfilled within thirty (30) days. The period for you begins with the sending of the withdrawal or the goods, for us with its/their receipt.

12. Termination

12.1 If you or any Licensed User fails to comply with any of the provisions of this Agreement or any Licensed User fails to comply with the terms of a EULA relating to font software purchased through the FontExplorer X Pro Software, Linotype, at its sole discretion, may (i) terminate this Agreement and/or the account of any Licensed User, (ii) terminate any license to font software purchased through the FontExplorer X Pro Software, and/or (iii) preclude access to the service offered through the FontExplorer X Software. The termination of this Agreement shall not

preclude Linotype from suing you for damages resulting from any breach of this Agreement or any EULA relating to purchased font software products.

12.2 You will remain liable for all amounts due to Linotype up to and including the date of termination.

12.3 Upon termination of this Agreement, you must destroy the original and any and all copies of, and cease all Use of, the FontExplorer X Software.

13. Miscellaneous

13.1 Governing Law and Forum. This Agreement shall be governed by, interpreted and construed in its entirety in accordance with the substantive laws in force in Germany and the exclusive forum for any disputes arising out of or related to this Agreement shall be Frankfurt/Main.

13.2 UN Convention on Contracts. You agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement.

13.3 Entire Agreement. This Agreement, together with any agreement "clicked through" by you in connection with the installation of the FontExplorer X Pro Software, constitutes the entire agreement between you and Linotype that governs the use of the FontExplorer X Software, superseding any prior agreements between you and Linotype. Each party owes to the other party a duty to co-operate in order to give full effect to this Agreement.

13.4 Severability. If any part of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intention of the parties, and the remaining portions shall remain in full force and effect.

13.5 No waiver. Linotype's failure to enforce any right or provisions in this Agreement will not constitute a waiver of such provision, or any other provision of this Agreement.

13.6 Government End Users. If this product 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 the Agreement.