End User License Agreement

Important note, 1 separate licenses are listed below.

Font Software For Web Content End User License Agreement.

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• Businesses or organizations such as advertising agencies, design agencies or hosting providers that are responsible for multiple of its own or its clients’ Websites must enter into separate Agreements for each Website.
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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.

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“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.

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“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 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.

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“Web Based Customer Product” means anything, other than web pages of your Website, created by Use of the 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.

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