This Font Software for Server Applications End User License Agreement (the "Agreement") becomes a binding contract between you and Beck McCormick<sup>TM</sup> when you accept the Agreement (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 Font Software. Please read this entire Agreement before agreeing to be bound. The Agreement contains capitalized terms that are defined in Section 12 of the Agreement.

You hereby agree to the following:

- 1. Binding Agreement. You are bound by the Agreement and you acknowledge that all use of the Font Software supplied to you by Beck McCormick™ for the purposes set forth under this Agreement is governed by this Agreement.
- 2. License Grant. You are hereby granted, for the term identified in your account or transaction documentation such as a quotation or an invoice, a non-exclusive, non-assignable, non-transferable license (subject to all of the terms and conditions of this Agreement) to (i) install the Font Software on a Licensed Server or incorporate the Font Software into a single product and install the product on the Licensed Server for the purposes set forth in this Section 2, and (ii) to use the Font Software on Development Servers solely for internal development use, (iii) in each case for Internal Use only, (a) to create or allow End Users to create Embedded Documents that are not Commercial Products with Printing and Viewing Rights and Editing Rights, (b) distribute such Embedded Documents to End Users, and (s) grant End Users the right to Use the Font Software to print, view and edit the Embedded Documents. Beck McCormick™ reserves all rights not expressly granted to you in this Agreement.

A "single product" is one template or product for sale. A bundle of many individual products does not count as a "single product", nor does a subdivided product continue to count as one product. For example, if you have a single template with a large number of designs, and choose to subdivide that template into multiple smaller templates for sale, one license per each smaller product for sale is required.

## 3. Restrictions on Use.

- The maximum number of Licensed Servers onto which the Font Software may be installed during the term may not exceed the number of Licensed Servers you indicated in your account at www.beckmccormick.com (standard is 1 unless otherwise specified) when licensing the Font Software.
- You may only install the Font Software on the Licensed Servers and Development Servers and not on any other computer or processing unit.
- You agree that the Font Software (i) shall be incorporated in an Embedded Document in

such a manner that it cannot be extracted from the Embedded Document, (ii) will not be usable except with Embedded Document, and (iii) cannot be used or accessed by any unauthorized third party from a Licensed Server, Development Server or otherwise.

- All Use of the Font Software by an End User shall be pursuant to an End User Agreement which restricts the End User's right to Use Font Software to create, modify, or edit a document except on the Licensed Servers as well as prohibits the distribution of an Embedded Document by the End User.
- You agree that you will take no action which will have the direct or indirect effect of causing the Font Software to become Publicly Available Software or otherwise be subject to a Publicly Available Software agreement.
- 4. Alterations to the Font Software. You may not alter the Font Software for the purpose of adding any functionality that such Font Software did not have when delivered to you by Beck McCormick™. 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.
- 5. Transfer of the Font Software. You may not rent, lease, sublicense, give, lend, or further distribute the Font Software, or any copy thereof. 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 Beck McCormick<sup>TM</sup> or its authorized representative, you will within thirty (30) days fully document and certify that use of any and all Font Software at the time of the request is in conformity with your valid licenses from Beck McCormick<sup>TM</sup>.
- 6. Copies. You may not copy the Font Software, except as expressly provided herein. You may make a reasonable number of back-up copies of the Font Software for archival purposes only, and you shall retain exclusive custody and control over such copies. 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.

## 7. 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.
- You agree that Beck McCormick<sup>TM</sup> 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 Beck McCormick™ or its third party licensors 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 not to adapt, modify, alter, translate, convert, or otherwise change the Font Software, or to create Derivative Works from the Font Software or any portion thereof. You further agree not to use the 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 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 Beck McCormick<sup>TM</sup> upon written request.)
- 8. Trademarks. 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 Beck McCormick<sup>TM</sup>. You may not change any trademark or trade name designation for the Font Software. Nothing contained herein shall be deemed as granting you a license to use any trademark or trade names associated with the Font Software.
- 9. Limited Warranty. Beck McCormick™ warrants to you that the Font Software will perform substantially in accordance with its documentation for the thirty (30) day period following delivery of the Font Software. To make a warranty claim, you must, within the thirty (30) day warranty period, contact Beck McCormick™ and provide sufficient information regarding your acquisition of the Font Software so as to enable Beck McCormick™ to verify the existence and date of the transaction. The entire, exclusive and cumulative liability and remedy shall be that Beck McCormick™ will use commercially reasonable efforts to cause the Font Software to conform to the documentation as soon as commercially practicable. BECK MCCORMICK™ DOES NOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING THE FONT SOFTWARE. THE FOREGOING STATES THE SOLE AND EXCLUSIVE REMEDIES FOR BECK MCCORMICK™'S BREACH OF WARRANTY. EXCEPT FOR THE FOREGOING LIMITED WARRANTY, BECK MCCORMICK™ 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 BECK MCCORMICK™ 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 BECK MCCORMICK™ 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 BECK MCCORMICK™ 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 thirty (30) 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 Beck McCormick™'s liability for such physical injury or death shall not exceed Ten Thousand Dollars (U.S. \$10,000), 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.

- 10. Termination. Upon failure by you to comply with the terms of this Agreement, Beck McCormick<sup>TM</sup> shall be entitled to terminate this Agreement upon notice by regular mail, telefax or email. The termination of the Agreement shall not preclude Beck McCormick<sup>TM</sup> 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 Beck McCormick<sup>TM</sup>.
- 11. Terms and Conditions. You have separately agreed to Beck McCormick™' standard Terms and Conditions (https://beckmccormick.com/terms-and-conditions/) 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.

## 12. Definitions.

"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) for a fee or other consideration or as a result of your business activity.

"Derivative Work" means binary data based upon or derived from Font Software (or any portion of the 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.

"Development Server" means a server devoted solely to your internal development use and which cannot be accessed directly or indirectly by End Users or third parties. A Development Server shall not be considered a Licensed Server.

"Editing Rights" means the right to add to, delete from and make changes in the text of an Embedded Document.

"Embedded Document(s)" means an Internal Use document into which a whole or partial copy of the Licensed Font Software has been incorporated.

"End User" means a person or entity that accesses a Licensed Server or is the recipient of an Embedded Document from you under an End User Agreement.

"End User Agreement" means an agreement binding an End User to minimum terms and conditions that 1) prohibit the transfer of an electronic document created or edited by use of the Font Software from the Licensed Servers in any format that permits or enables the editing of such document by such End User, 2) prohibits the extraction or distribution of the Font Software from the Licensed Server, and 3) notifies the End User of any and all intellectual property rights associated with the Font Software.

"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 Beck McCormick™ in its sole discretion), related files, permitted modifications, permitted copies, and related documentation.

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

"Licensed Server" means the servers identified by you in your account at www.beckmccormick.com which are owned by and remain under your sole care, custody and control. If such Licensed Server is being 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.

"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.

"Printing and Viewing Rights" means the right to print and view an Embedded Document, but not edit that document.

McWillough Enterprises, Inc. and its subsidiary, Beck McCormick™'s mailing address is: 12011 Sycamore Ln, Garden Grove, CA, USA, 92843

All inquiries and requests for licenses may be sent via e-mail to: beck@beckmccormick.com