

Monotype Fonts License Order Form



Agreement title: Frutiger Perpetual Licence

Date: .....

Fee and Term		
Term for licenses granted under the Perpetual License Table	Perpetual (" <b>perpetual</b> " and " <b>perpetuity</b> " meaning, for the purposes of this Agreement, for the full duration of the intellectual property rights therein, including any extension or renewal of such intellectual property rights)	
Fee for perpetual licenses granted under the Perpetual License Table	[REDACTED]	
Services (being the Services set out in the "Services" section of this order form)	Services Start Date (MM/DD/YYYY): 11/29/2024	Services End Date (MM/DD/YYYY): 11/28/2027
	The Services offered under this Agreement will automatically renew for additional 3 years periods unless either party provides written termination at least thirty (30) days prior to the expiration of the then current Term.  Monotype confirms that the Services (nor any other Monotype platform, application, product or service) are not required for the Customer (and its users) to benefit in full from the perpetual licences and rights granted under them, nor the Customer's ability to use the Font, Font Software and Production Fonts for which a perpetual licence is given.	
Services Fee	[REDACTED] for the Services for the initial 3 year Services Term [REDACTED] [REDACTED] The fee to be charged for any other, or additional 3 year Services renewal, period shall be [REDACTED]	
Total Fees	The Parties agree that the one-off [REDACTED] total fee is the total and only fee which shall be payable now and in the future for the licenses and rights relating to use of the Font Software set out in this Agreement.	

Contact Information		
Customer	Billing / Third Party Payor (if same as Customer, indicate below)	Monotype
Name: NHS England	Name:	Prepared by: [REDACTED]
Contact: Commercial Director for Delivery and Governance	Contact:	[REDACTED]
Address: 7 and 8 Wellington Place, Leeds, West Yorkshire, LS1 4AP	Address:	Date prepared (MM/DD/YYYY): 11/21/2024
Phone: N/A	Phone:	
E-mail: england.contractmanagementDDAT@nhs.net	E-mail:	
VAT (if applicable):	Same as Customer	
<i>All notices shall be in writing, sent to the applicable address above, and signed by or on behalf of the party sending it. The Customer contact information above may be updated from time to time by Customer (or its successor or assign) by notice to Monotype. All notices sent to Monotype shall also be copied to notices@monotype.com. Notices shall be deemed to have been received within forty-eight (48) hours of posting if sent by regular mail.</i>		
<i>If a third party has been identified as the payor under this Agreement, the party entering into this Agreement understands and agrees that if such third party payor does not make payment in accordance with the payment terms contained herein, the party entering into this Agreement shall be responsible for all payments due to Monotype under this Agreement.</i>		

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Capitalized terms used in this Agreement shall have the meaning set forth in Section 1 and the Attachments.

Services	
<b>Monotype Fonts Platform</b>	
Licensed Monotype Fonts Users on the Monotype Fonts Platform	250 Monotype Fonts Users of the Monotype Fonts Platform (this does not impact the unlimited user numbers in respect of the Font Software, Font and other perpetually licensed items)
Fee included in Services Fees	
<b>Customer Success Plan</b>	
	<input type="checkbox"/> Basic <input type="checkbox"/> Enhanced <input type="checkbox"/> Premier <input checked="" type="checkbox"/> Elite
Fee included in Services Fees	
Please refer to Attachment 2 which contains detailed information about your Customer Success Plan.	
<b>Additional Professional Services:</b>	
Single Sign-On Option	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Typography Centre of Excellence	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Brand and License Protection	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Studio Services	
	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Perpetual Licenses	
The Font, Production Fonts and Font Software (all Use)	The Font and all Font Software and Production Fonts incorporating the Font Frutiger Bold Frutiger Light Frutiger Roman
Company Desktop License (including Desktop Use)	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes Licensed Desktop Users (maximum): Unlimited This licence includes unlimited: (a) Desktop Use (as set out in Section 2(B)); and (b) in respect of all digital informational content, all other Use.
Licensed Applications	Unlimited Applications Aggregate registered users (maximum): Unlimited (in respect of the native elements of any customer/ staff facing NHS mobile downloadable applications ("NHS Downloadable Apps") only, this is restricted to Frutiger Bold & Frutiger Roman, i.e. Frutiger Light cannot be used within the native elements of any customer/staff facing NHS Downloadable Apps, but it can be used in respect of other (non-native) elements of the NHS Downloadable Apps. For the purposes of this provision, 'native' elements means those which originate from within the NHS Downloadable Apps themselves and not from elsewhere, e.g. not from any web-based or other content or links)  (Note: web elements, which can contain Frutiger Light, are visible and linkable through the current NHS App – the web elements are covered by the web page content licence below)

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Licensed Servers	Unlimited Servers
Licensed Web Page Views (and content / Use)	Unlimited web page content, use, and monthly Page Views
Licensed Impressions (Digital Marketing Communications)	Unlimited monthly Impressions
All tangible media	Unlimited

### Overarching perpetual licence:

For the avoidance of doubt and notwithstanding any other term of the Agreement), Monotype grants a worldwide (subject to Section 8.B), non-exclusive, assignable (to other NHS Partners and public bodies), irrevocable (subject only to the termination rights in Section 6) and perpetual licence (including the right to sub-license in accordance with the 'Binding Obligation' section below) to the Customer and each of the NHS Partners (as defined in Attachment 1) to directly or indirectly (including through, or using, its or a third party's software, tools, artificial intelligence systems, and other systems to) publish, store, distribute, publicly perform, reproduce, maintain, integrate, install, embed, display and otherwise use in any way and without limitation the Font and Font Software (and all underlying and related font software and intellectual property rights) for the purposes above and any other purpose whatsoever and in any form and through any media now known (whether electronic, tangible or otherwise). This 'overarching perpetual licence' section shall take precedence over all conflicting or inconsistent provisions. Monotype warrants that it has all rights required to grant such licence and all other rights set out in this Agreement.

### General Terms

#### Binding Obligation

You, identified as "Customer", "NHS" or "you" and signing below, are entering into this Agreement with Monotype on the Effective Date. This Agreement may only be modified in a written document signed by both you and Monotype; provided, however, that additional Order Forms may, after the Effective Date, be entered into by the parties without other revisions to the terms of this Agreement.

Upon full execution, this Agreement will supersede the following agreements between the parties: contract #s: M00208347, M00208349, M00218575, and M00218558 (collectively "Prior Agreements"). For the avoidance of doubt, Customer may Use the Production Fonts licensed under the Prior Agreements until April 30, 2025. Thereafter, Customer agrees to the usage provided under this Agreement (provided that the Customer shall not be required to stop using or withdraw, nor shall Monotype (or its group) pursue the Customer or any NHS Partner, or any Sublicensee, in respect of, any items produced prior to April 30, 2025 using the Production Fonts licensed under the Prior Agreements). Monotype represents and agrees that all payments due under the Prior Agreements have been paid in full and, as at the Effective Date, no further payments shall be due or payable under the Prior Agreements.

☒ In addition to the sublicense rights set forth in Section 2.E. of the Monotype Fonts License Terms, you and each NHS Partner (the NHSE Affiliates being direct licensees and beneficiaries of this Agreement, the other NHS Partners being sublicensees in their own right) is entitled to sublicense the rights granted herein, with the exception of this sublicense right (except that the NHS Partners shall be entitled to further sublicense), to any Sublicensee, for no additional charge, under the conditions that: (a) the sublicensee is made aware of the relevant license restrictions contained in this Agreement; and (b) you shall be fully responsible for a breach of these terms by a Sublicensee.

For the avoidance of doubt, the parties acknowledge that this Agreement covers only the NHS Partners' and Sublicensees' compliance with (and any breach) of terms in respect of the use of Frutiger (and no other fonts) under the terms of this Agreement. The use by the NHS Partners and Sublicensees

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# Monotype.

	of fonts and related software and services not licensed under this Agreement shall not be enforceable by Monotype under this Agreement. The Customer and Customer Affiliates shall not be liable for any breach by NHS Partners or other Sublicensees outside of the scope of the sublicense granted by Customer or its Affiliates. Monotype acknowledges and confirms that, even after the Effective Date, NHS Partners and other Sublicensees may use Frutiger or the Font Software under a different licence, or on an unlicensed basis, in which event, Monotype shall only be entitled to pursue the NHS Partner or Sublicensee under the terms of such other licence or as an intellectual property rights infringement claim at law (and Monotype shall not pursue the Customer, or otherwise pursue the same under or in connection with this Agreement). This paragraph shall be subject to Section 8H (Release) of this Agreement.		
Purchase Order	<p>If you require a purchase order to be issued to Monotype in order to initiate payment, you must provide the purchase order within thirty (30) calendar days after the Effective Date.</p> <p>Any additional or inconsistent terms, whether issued by you or Monotype, including any terms and conditions set forth on a purchase order provided by you or by a third party on your behalf, will not bind either Party unless both Parties give their express agreement in writing.</p>		
Payment Terms	<p>The above single payment owed by you shall become due as defined below and is non-refundable. Failure to pay such amount due as below shall be a breach of this Agreement.</p> <p>Payment Information:</p> <table border="1"> <tr> <td> <p>All payments shall be made to:  Monotype Limited  141-143 Shoreditch High Street, 3rd Floor  London E1 6JE  Monotype's bank account details will be printed on your invoice.</p> </td><td> <p>Notification of payment to:  Monotype Limited  Finance Department  141-143 Shoreditch High Street, 3rd Floor  London E1 6JE</p> </td></tr> </table> <p>Payment Terms: Thirty (30) calendar days from the invoice date.</p> <p>The invoice will be issued on or after the date of issue of the Customer's purchase order.</p>	<p>All payments shall be made to:  Monotype Limited  141-143 Shoreditch High Street, 3rd Floor  London E1 6JE  Monotype's bank account details will be printed on your invoice.</p>	<p>Notification of payment to:  Monotype Limited  Finance Department  141-143 Shoreditch High Street, 3rd Floor  London E1 6JE</p>
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Delivery	<p>Address: (see Section 3 of this Agreement)</p> <p><i>If applicable and a different address is not provided, the Font Software will be delivered to the Customer email address set forth above.</i></p> <p>If delivery to you as set forth in this Agreement is prohibited by the United States Export Administration or any applicable export laws, restrictions or regulations, this Agreement shall be deemed void.</p>		
Primary Licensed Monotype Fonts User	<p><b>Name:</b> [REDACTED]  <b>Title:</b> [REDACTED]  <b>Email Address:</b> [REDACTED]</p>		

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Release	Monotype acknowledges and agrees the release of claims as set out in Section 8H of the below Licence Terms.
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IN WITNESS WHEREOF, the persons signing below warrant that they are duly authorized to sign for, and on behalf of, the respective parties and that any attachments to this Agreement are made part of this Agreement.

[REDACTED]

## Monotype Fonts License Terms

### 1. DEFINITIONS.

<b>Account</b>	Your administrative account located at the Monotype Fonts Platform.
<b>Additional Professional Services</b>	The services listed in the Additional Professional Services section of the Order Form.
<b>Affiliates</b>	(1) An entity that controls, is controlled by or is under common control with a party to this Agreement at any time during the term of this Agreement, where control means a 50% or greater ownership interest in such entity; or (2) where a party is a public body, the controlling organisation (including ministers and government departments) and other bodies, agencies, persons, commissions or agencies from time to time carrying out functions on its behalf.
<b>Agreement</b>	The Monotype Fonts License Order Form and Monotype Fonts License Terms including Attachment 1 and 2 and any other attachments hereto or thereto.
<b>Application</b>	A product that is distributed as software only (and, subject to Section 4.2: is not embedded into OEM equipment which is sold either for monetary consideration or for the purposes of making a profit for the Customer ) made available by Customer, Affiliate or another NHS Partner (through their ability to sublicense) to end users either directly or through a distributor. A version of an Application that does not have unique functionality beyond the scope of a previously released Application and is not licensed or marketed under a new name shall not be considered a new Application.
<b>Critical Patch Release</b>	Updates to any of the Font Software or the Desktop Application that Monotype determines, at 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, at Monotype's sole discretion, be released prior to completion of Monotype's complete quality assurance testing process.
<b>Customer Success Plan</b>	The support services as outlined in Attachment 2.
<b>Derivative Work</b>	A work, including but not limited to software or data, based upon or derived from any of the Font Software or the Desktop Application (or any portion of the Font Software or Desktop Application) in any form in which such software or data may be recast, transformed, or adapted including, but not limited to, binary data in any format into which the Font Software may be converted.
<b>Desktop Application</b>	The Monotype Desktop Application for Mac and Windows that allows Licensed Monotype Fonts Users to upload and download the Font Software and other font software to the Monotype Fonts Platform. The Desktop Application is distinct from Desktop Use and the Desktop Licence. The Desktop Application is an alternative route to access the Monotype Fonts Platform: Monotype confirms that the Customer and its users shall be able to access and use the Monotype Fonts Platform (and all content and functionality within it, including the ability to upload and download the Font Software) through a web browser instead of the Desktop Application.
<b>Digital Marketing Communication</b>	A piece of promotional or marketing content delivered via the internet or any other digital media. A Digital Marketing Communication includes, but is not limited to, email advertisements, banner ads and display advertisements shown on websites, advertisements in web applications and advertisements in applications.
<b>Downtime</b>	The overall number of minutes that Monotype reports the Monotype Fonts Platform as being unavailable during a calendar quarter. Downtime excludes the following:

	<ul style="list-style-type: none"> <li>• Non-availability of the Monotype Fonts Platform caused by external apps or third parties, excluding SSO integrations provided by Monotype after a successful initial setup.</li> <li>• External network or equipment problems outside of Monotype's reasonable control, such as bad routing tables between your internet service provider (ISP) and Monotype's server.</li> <li>• Scheduled/Breakdown maintenance communicated via the website. Monotype may need to perform maintenance to keep the Monotype Fonts Platform working smoothly. If scheduled downtime is necessary, we will publish this on the website, in advance.</li> </ul>
<b>Effective Date</b>	The date that this Agreement is signed by both parties hereto.
<b>Electronic Document</b>	Any electronic document or data file, for example a .pdf manual or an e-book, but which is not a Digital Marketing Communication.
<b>Font</b>	(to the extent that any intellectual property rights arise in the same): the typeface, graphic representation of the typeface, typographic design and ornaments, including as a non-digital asset or a fixed digital asset, relating to the font known as Frutiger (including all formats and sizes). The Font shall include all subsets and bitmap representations of typeface and typographic designs and ornaments created by or derived from the Font.
<b>Font Software</b>	All software relating to the Font (plus all font software available in your Monotype Fonts Platform Account) which when used on an appropriate device or devices, generates typeface and typographic designs and ornaments. The definition of Font Software does not include the Font itself but shall include all Font Software forming subsets and bitmap representations of typeface and typographic designs and ornaments created by or derived from the Font Software, and all copies of the Font Software in web font format Used or accessed in conjunction with the rendering of web pages for web page content, including copies of web pages that may be temporarily cached. Font Software, for the purposes of this Agreement, refers to the Font Software, including Production Fonts, specified in the Order Form. The Font and its related Font Software shall be available in the all formats reasonably requested or required by the Customer (including all OTF, WOFF, WOFF2, EOT, SVG, TTF and all other formats and sizes)
<b>Impression</b>	Either (i) a response, in which the Font Software or Subset(s) thereof is incorporated, from a digital advertisement delivery system to a request from a web or mobile browser or other application, or (ii) an opened e-mail where the Font Software or Subset(s) thereof is delivered to the email client.
<b>Licensed Application</b>	Any Application up to the number of Applications indicated in the Order Form.
<b>Licensed Desktop User</b>	Any user up to the number of individuals who <u>may</u> exercise the license grants to the Production Fonts under this Agreement, as indicated in the Order Form, whether or not such user <u>does</u> actually exercise such rights. Licensed Desktop Users must be your or NHS Partners' employees or Sublicensees . You or the NHS Partners shall be responsible for compliance with the terms of this Agreement by any such third party and its employee(s), client and its employees or independent contractor.
<b>Licensed Impression</b>	Any Impression up to the number of Impressions indicated in the Order Form.
<b>Licensed Page View</b>	Any Page View up to the number of Page Views indicated in the Order Form.
<b>Licensed Monotype Fonts User</b>	A user that has been granted access to the Monotype Fonts Platform.
<b>Licensed Server</b>	Any Server up to the number of Servers indicated in the Order Form, on which the Font Software may be accessed by your and the NHS Partners' Licensed Desktop Users and/or Licensed Monotype Fonts Users, and any other individuals.

<b>Metadata</b>	Underlying background data (which is understood in the industry to be metadata) that provides information about the creation of the Font Software, such as the font name, format, weight, font family, source, etc. (in substantially the same form as the example appended to Attachment 3). Metadata includes such metadata which is generated from the Font Software automatically through the use of artificial intelligence or other software programs.
<b>Monotype</b>	Collectively, Monotype Imaging Inc. or any other Monotype entity identified on the Order Form, its successors and assigns, and its parent and Affiliates.
<b>Monotype Fonts Platform</b>	Monotype's platform, made available to Licensed Monotype Fonts Users from which Licensed Monotype Fonts Users may access the Font Software, the Subsetter Application and the Desktop Application and use the functionality made available to them on the Monotype Fonts Platform.
<b>NHS Partners</b>	Has the meaning set out in Attachment 1.
<b>Order Form</b>	The foregoing Monotype Fonts License Order Form and any other Monotype Fonts License Order Form entered into between the parties which is subject to these Monotype Fonts License Terms including Attachment 1 and 2.
<b>Page View</b>	A single instance of access to a particular web page. For the avoidance of doubt, each visit to or display of a web page is a Page View, regardless of whether such visit or display is unique.
<b>Primary Licensed Monotype Fonts User</b>	The individual identified as such on the Order Form.
<b>Production Fonts</b>	<p>The Font Software. For the avoidance of doubt, a reference to Font Software in this Agreement includes a reference to the Production Fonts.</p> <p><b>HOW PRODUCTION FONTS ARE COUNTED:</b></p> <p>The maximum defined under Perpetual License refers to the amount of Font Software and thus, Production Fonts shall be counted by individual digital files which can be used for the licensed deployment: see the Production Fonts specified as included in the Order Form.</p> <p>All formats (including OTF, WOFF, WOFF2, EOT, SVG, TTF and all other formats and sizes) of the same Production Font / Font Software are included within the perpetual licenses and shall count as one Production Font.</p>
<b>Publicly Available Software</b>	<p>Software which meets the descriptions set out in both (a) and (b) below:</p> <p>(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.</p>
<b>Server</b>	Any server or cloud server service that is either (a) maintained on your or an NHS Partner's premises; (b) under your or an NHS Partner's exclusive control; or (c) owned and controlled by a third party hosting service for your or an NHS Partner's benefit, provided that you or the NHS Partner shall remain responsible for any unauthorized access to and security of the Font Software on such Server.
<b>Sublicensee</b>	Any contractor, subcontractor, supplier, customer, user, or other third party who is providing or using goods or services to, from or with the Customer or any NHS Partner (and 'Sublicensee' includes any other NHS Partners and any sublicensees of an NHS Partner).
<b>Subset</b>	A Derivative Work of the Font Software, created by removing certain glyphs and/or characters therefrom.
<b>Subsetter Application</b>	Monotype's proprietary application used to create a Subset of the Font Software in web font format.



<b>Services Term</b>	The time between Services Start Date and Services End Dates (initial services term) of this Agreement or any services renewal term.
<b>Trademarks</b>	<p>The following trademarks:</p> <ul style="list-style-type: none"> <li>• Monotype® - a trademark of Monotype Imaging Inc. registered in the U.S. Patent and Trademark Office and may be registered in certain other jurisdictions.</li> <li>• Frutiger® - a trademark of Monotype Imaging Inc. registered in the U.S. Patent and Trademark Office and may be registered in certain other jurisdictions.</li> </ul> <p>(and, if required by the Customer, any other trademark as set forth at <a href="https://www.monotype.com/legal/trademarks">https://www.monotype.com/legal/trademarks</a> for each piece of Font Software licensed under this Agreement or under which Monotype markets the Font Software.)</p>
<b>Uptime</b>	The percentage of total minutes the Monotype Fonts Platform was available during a calendar quarter. Uptime shall be calculated as follows: (total minutes in quarter - Downtime) / total minutes in quarter.
<b>Use</b>	to publish, distribute, store, publicly perform, reproduce, maintain, display, integrate, install, embed and otherwise use in any way (including with respect to the: (a) Font Software, 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; and (b) Subsetter Application and the Desktop Application, when the software or instructions are executed).
<b>Workstation</b>	A hardware component in which Font Software or the Desktop Application is installed and from which an individual is able to give commands (whether by keyboard or otherwise) that are followed by the Font Software or Desktop Application, as applicable.

Words and expressions such as 'including', 'for example' and similar words and expressions in this Agreement shall be read as having the words "without limitation" inserted after them (to the extent that the words " without limitation" or similar do not already precede such words or expressions).

## **2. LICENSE GRANTS.**

You and the Customer Affiliates are licensing the Font and Font Software, as well as access to the Monotype Fonts Platform, Font Software and the Desktop Application. You agree that you have the rights expressly set forth in this Agreement and no other. All rights not expressly granted in this Agreement are reserved to Monotype.

For the avoidance of doubt, Monotype confirms that the Customer and Customer Affiliates shall be entitled and able to use the Font and Font Software in perpetuity (for example, through copies provided to or downloaded by or on behalf of the Customer or NHS Partners) for the wide usage rights envisaged by this Agreement without the Services or other support, platforms, applications, products or services from Monotype (and without related restrictions in respect of the Font, Font Software or Production Fonts).

The rights set forth in the Order Form, this Section 2 and Attachment 1 and 2 may be exercised on your behalf by you, the NHS Partners, Licensed Monotype Fonts Users and Licensed Desktop Users, as applicable, and you are responsible for compliance with the terms of this Agreement by all such users as well as any other parties who access the Monotype Fonts Platform, Font Software or Desktop Application with your permission. You and the Customer Affiliates are hereby granted, subject to all terms and conditions set forth herein, a worldwide (subject to Section 8.B), non-exclusive, assignable (to other public bodies and NHS Partners as per Section 5.6 of Attachment 1 to this Agreement), non-transferable (except as set out in this Agreement), irrevocable (subject only to

the termination rights in Section 6) perpetual license and (including the right to sub-license in accordance with the 'Binding Obligation' section of the above Order Form) to allow their users to do the following as well as the rights granted under the Order Form and Attachment 1:

#### **A. LICENSED MONOTYPE FONTS USERS.**

##### **i. Monotype Fonts Platform:**

- a. Access the Monotype Fonts Platform and access and use any of the functionality made available to you and the Customer Affiliates by Monotype on the Monotype Fonts Platform.
- b. Distribute any number of copies of the Font Software to your and the Customer Affiliates' Licensed Desktop Users.
- c. Access and Use the Subsetter Application on the Monotype Fonts Platform to create Subset(s) of the Font Software in a web font format provided that any such Subset continues to be owned by Monotype and shall constitute Font Software under this Agreement

##### **ii. Desktop Application:**

- a. Install and access the Desktop Application on up to two (2) Workstations per Licensed Monotype Fonts User.
- b. Use the Desktop Application in connection with the Font Software.
- c. Use the Desktop Application in connection with font software that you or the NHS Partners have not licensed from Monotype, so long as the agreement between you or the NHS Partner and the party who licensed you such font software allows your or the NHS Partner's use of the Desktop Application with such font software.
- d. Make backup copies of the Desktop Application, provided that such copies are for your and NHS Partners' internal back up purposes only and remain in your or the NHS Partners' exclusive control (or that of the Sublicensees).

##### **iii. Font Software License Rights:**

Access and use the Font and all Font Software as set forth in the Order Form and Sections 2.B. and 2.C. You and the Customer Affiliates have distribution and deployment rights with respect to the Font and Font Software.

#### **B. LICENSED DESKTOP USERS.** All rights of Licensed Desktop Users set forth in this paragraph B apply only to the Font (and the Font Software you or the Customer Affiliates choose to be Production Fonts).

##### **i. Desktop:**

- a. Install the Production Fonts on the Licensed Desktop User's Workstation(s).
- b. Install the Production Fonts onto any Server
- c. Use the Font and Production Fonts on such Workstations or via such Server to:
  - (i) create, edit, view, print and distribute materials (provided that, if you distribute such materials to the wider public: (a) the materials do not contain the Font Software in a way that allows the underlying code of the Font Software cannot be extracted, reformatted and reused from such materials; and (b) where those materials include a static graphic image of the Font created using the Font Software, such image should remain static (i.e. such image should be provided in a non-editable format that does not permit such image from being broken down into its constituent Font Software parts, such as glyphs) (although they can contain the Font). This does not prevent the use of the Font and Font Software in editable content formats such as Word;

- (ii) embed and Use the Font and Font Software in Electronic Documents and duplicate the Font and Font Software as an integrated part of any such Electronic Document, provided that Electronic Documents with embedded Font Software may only be distributed to the wider public if the underlying code of the Font Software cannot be extracted, reformatted and reused from such Electronic Documents. This does not prevent the use of the Font and Font Software in editable content formats such as Word.
    - d. Make backup copies of the Production Fonts, provided that such copies are for your or the NHS Partners' internal back up purposes only and remain in your or the NHS Partners' exclusive control (or that of the Sublicensees).
    - e. **Informational content:** to Use the Font and Font Software in, and in connection with, all digital informational content and communications (which are not Digital Marketing Communications that are licensed in accordance with Section 2(C)(v) below) in all other ways. Where such content and communications are made available to the wider public, they should be provided in a format which does not permit the underlying code of the Font Software to be downloaded, reformatted and reused from such communications and content. This does not prevent the use of the Font and Font Software in editable content formats such as Word.
  - ii. **Company Desktop License:** If you have purchased a Company Desktop License in the Order Form, in addition to the rights listed above in Section 2.B.i., your and your Affiliates' Licensed Desktop Users may use the Font and Production Fonts to create Electronic Documents and distribute the Font and Production Fonts embedded into such Electronic Documents in a collaborative cloud authoring environment to individuals who are not Licensed Desktop Users, provided that such individuals may only use a Production Font for the purpose of viewing and editing the Electronic Document with which it was distributed.
- C. ALL USERS (Licensed Monotype Fonts Users, Licensed Desktop Users, and any other users permitted use of the Font or Font Software by the Customer or an NHS Partner).**  
All rights set forth below apply to the Font and, Font Software, Production Fonts and the licenses as defined in the Order Form.
- i. **Applications:**
    - a. Incorporate the Font and Production Font(s) into Applications.
    - b. Duplicate the Font and Production Font(s) as an integral part of any such Application.
    - c. Distribute the Font and Production Font(s) directly or indirectly as an integrated component of any such Application.
  - ii. **Metadata.** Extract, create and/or generate Metadata from the Font Software, provided that in each case, the Metadata extracted from the software itself is only used for your and Customer Affiliates' internal use (which includes use by the NHS Partners for their internal purposes, and use by the Sublicensees in respect of the provision of goods or services to the Customer and the Customer Affiliates).
  - iii. **Servers:**
    - a. Install the Production Font(s), or a web server application into which the Production Font(s) has been incorporated, and Use the Font and Font Software, on Licensed Servers; and
    - b. Allow internal or external users to Use the Font and Production Font(s) on such Licensed Servers in the manners set forth in Section B.i.c., in relation to the Servers described in the Order Form.

- iv. **Web Page Content**: Use the Font and Production Font(s) to generate content on websites owned or under your or an NHS Partner's control (including through a Sublicensee). This license allows users of your and NHS Partners' websites to type text on that website through Use of the Font and Production Font(s) (e.g. in form fields, customer feedback etc.). Where such web page content is made available to the wider public, it should be provided in a format which does not permit the underlying code of the Font Software to be downloaded, reformatted and reused from such content. This does not prevent the use of the Font and Font Software in editable content formats such as Word.
- v. **Digital Marketing Communications**: Embed the Font and Production Font(s) into a Digital Marketing Communication (provided that where such communications are made available to the wider public, they should be provided in a format which does not permit the underlying code of the Font Software to be downloaded, reformatted and reused from such communications). This does not prevent the use of the Font and Font Software in editable content formats such as Word.
- vi. **All tangible materials**: Use the Font and Font Software to create, edit, print, produce and otherwise deal with any printed and any other tangible items.
- vii. **Logos and marks**: Use the Font and Font Software in any logos and marks.
- viii. **All other use**: publish, distribute, store, publicly perform, reproduce, maintain, integrate, install, embed, display and otherwise use in any way (including through, or using, its or a third party's software, tools, artificial intelligence systems, and other systems) on a perpetual basis and without limitation the Font and Font Software and in any other form and through any other media now known (whether electronic, tangible or otherwise).

#### D. TRADEMARKS.

- Monotype confirms that: (a) use of the Trademarks is not required for the Customer, NHS Partners and Sublicensees to Use the Font and Font Software as set out in this Agreement; and (b) Use of the Font Software or Font itself in any item does not require the Customer, NHS Partners or Sublicensees to identify the Font or Font Software as Frutiger, or to use or refer to Monotype or its logo, notwithstanding anything to the contrary in any brand guidelines. If you elect to use the Trademarks when communicating with the wider public either: (i) in your advertising, publicity, literature, packaging and other promotional activities in connection with the Production Font(s) incorporated into your products, or (ii) to identify the Production Font(s) that is/are embedded in or accessed through your products as permitted by this Agreement, then you shall only do so subject to the requirements for use of the Trademarks set forth at <http://www.monotype.com/legal/trademarks/guidelines/> ("**Brand Guidelines**"). You acknowledge that Monotype or its licensors own all right, title and interest in and to the Trademarks.
- For the avoidance of doubt: (a) if Customer elects to utilize the Trademarks, if used in accordance with the bullet above, such use of the Trademarks will not prevent or restrict perpetual Use of the Font and Font Software; and (b) when referring to Frutiger or Monotype internally, the Customer and NHS Partners (and their Sublicensees) shall not be required to comply with the Brand Guidelines and shall be permitted to use their own internal practices, including in respect of whether they use (or do not use) the ® and ™ symbols and references to Monotype.

## E. **SUBLICENSE RIGHTS.**

- i. You and your Affiliates can sublicense the rights granted herein, including this sublicense right, to NHS Partners.
- ii. You and NHS Partners can sublicense the rights granted herein, with the exception of this sublicense right, to the other Sublicensees (those which are not NHS Partners).
- iii. The rights granted herein to the Sublicensees, in both cases under the conditions that the sublicensee is made aware of the relevant terms of this Agreement and you shall be fully responsible for a breach of these terms by a sublicensee.

## 3. **DELIVERY AND ACCESS.**

Monotype will make available access to the Monotype Fonts Platform, the Font Software and the Desktop Application, via delivery of access credentials to the Primary Licensed Monotype Fonts User listed on the Order Form. Such access credentials will allow the Primary Licensed Monotype Fonts User to create an Account.

Through the Account, the Primary Licensed Monotype Fonts User can invite Licensed Monotype Fonts Users licensed under this Agreement to access and use the Monotype Fonts Platform in conformance with the terms of this Agreement. Monotype shall ensure that the Font Software can be downloaded and accessed by a Licensed Monotype Fonts User through the Monotype Fonts Platform at any time during the term of the Services.

In addition to the above, Monotype shall provide a fully functioning, downloadable copy of the Font Software in Customer's requested format/s ("**Downloadable Copy**") to the Customer and Customer Affiliates (for Use by Customer, NHS Partners and their Sublicensees in accordance with this Agreement) upon request and within a reasonable time frame at all times, in both the following ways:

- (a) through the Monotype Fonts Platform during the Services term; and
- (b) promptly on signature of this Agreement, and thereafter both during and after the Services term (for the whole duration of the perpetual licences) on Customer's or Customer Affiliate's written request, by transferring the Downloadable Copy through email or another file sharing method approved by Customer (including for the purposes of font replacement in any unexpected crisis, to enable the restoration of Customer or NHS Partner systems).

Monotype acknowledges and represents that the Customer and/or the NHS Partners may already have copies of the Font and the Font Software which the Customer and NHS Partners shall be entitled to use in accordance with the licenses granted under this agreement.

Monotype represents that the Customer is able to fully benefit from the Font and Font Software in perpetuity without needing to access or use: (a) the Monotype Fonts Platform or any other Monotype platform, application, product or service; or (b) use Monotype's support or maintenance services, or any other Services.

In the event Monotype makes available additional features of the Monotype Fonts Platform that are not contemplated as of the Effective Date or otherwise governed by this Agreement, your and NHS Partners' Licensed Monotype Fonts Users who are designated in your Account as "Administrators" may be presented with additional terms of use to govern such additional features. Such additional terms must be agreed to by an Administrator before such feature can be enabled in your Account. Any such terms of use will not amend or restrict the license rights granted to the Font or Font Software in this Agreement. The licences granted under this Agreement will not be conditional on any such additional features.

Using the Monotype Fonts Platform requires the Primary Licensed Monotype Fonts User and each Licensed Monotype Fonts User to create a password and a user name. The confidentiality of passwords and Account information is your or the NHS Partners' responsibility. Any activities that occur under the Accounts are your or the NHS Partners' responsibility. You agree to notify Monotype promptly of any unauthorized use of any Account or any other breach of security which is likely to affect the Monotype Fonts Platform or use of your Account.

#### **4. RESTRICTIONS.**

##### **4.1 You may not:**

- Except as otherwise provided in this Agreement, transfer your license rights in the Monotype Fonts Platform, the Font Software or the Desktop Application.
- Except as otherwise provided in this Agreement, modify the Font Software or the Desktop Application in any way, including to create, directly or indirectly, Derivative Works from the Font Software or the Desktop Application or any portion thereof (except as otherwise specifically set forth herein). Embed the Font Software or the Desktop Application in open source software which has the direct or indirect effect of causing the Font Software or Desktop Application to become Publicly Available Software or otherwise be subject to a Publicly Available Software agreement.

4.2 Nothing in this Section 4 or the rest of the Agreement restricts or prevents the Customer or the NHS Partners (or any other Sublicensees on their behalf) from using the Font and Font Software as they require to:

- (a) maintain, and ensure perpetual use of, the Font and Font Software by the Customer and the NHS Partners (and any other Sublicensees on their behalf);
- (b) create and edit digital or non-digital content using the Font and Font Software;
- (c) embed the Font and Font Software within: (i) Customer and NHS national (or local) design systems, including to enable use of the Font and the Font Software by the Customer and NHS Partners and Sublicensees (which includes storing fonts in central asset folders that feed such design systems, front end libraries and prototyping toolkits); and (ii) other Customer and digital platforms or software;
- (d) store the Font and Font Software on the Customer's and NHS Partners' internal design community system/s;
- (e) store the Font and Font Software on GitHub within the Customer's and NHS Partners' NHS account/s alongside access to all web Font and other assets;
- (f) prepare and build online website services using the Font and Font Software on agency or third party test / build servers before publishing onto Customer or NHS Partner host servers, including using the Font and Font Software: (i) in testing and preparation stages; (ii) prototypes on Heroku or similar; and (iii) for staging servers hosted by agencies / suppliers;
- (g) link to all storage and access areas through Customer's brand guidelines site and its 'NHS Service Manual' (or replacement manual) for communication;
- (h) install the fonts on listed users' corporate computers to enable communications and services (including letters, leaflets, booklets); or
- (i) integrate the Font and Font Software with other software, systems and tools used by or on behalf of the Customer and NHS Partners (including, in accordance with 50B of the Copyrights, Designs and Patents Act 1988, decompiling as necessary to obtain the information necessary to create an independent program which can be operated with the Font Software or with another program).

#### **5. EXCEEDING LICENSED USAGE OF THE FONT SOFTWARE; REPORTING YOUR USAGE OF THE FONT SOFTWARE AS PRODUCTION FONT(S).**

Not applicable.

## 6. TERMINATION.

The parties shall have the right to terminate the Agreement only as set forth in this Section 6.

Subject to the subsequent paragraph, either party may terminate this Agreement upon sixty (60) days' prior written notice to the other party if the non-notifying party has materially breached this Agreement, and such material breach has not been cured within that sixty(60) day period. Any such notice shall set forth the material breach or material breaches and the actions necessary to cure them, if a cure is possible

Where the material breach described above relates to or results from the acts or omissions of an NHS Partner (or a Sublicensee acting for such NHS Partner), Monotype may suspend the sublicense granted to that NHS Partner under this Agreement (but Monotype shall not terminate, determine, suspend, or otherwise change or impact, the Customer's licenses, or any NHS Partner's licences (or Sublicensee's sublicences), or any of the rest of this Agreement) upon sixty (60) days' prior written notice to the Customer in the event that such NHS Partner (or its Sublicensee) has materially breached this Agreement and such material breach has not been cured within that sixty (60) day period (any such notice shall set forth the material breach or material breaches and the actions necessary to cure them, if a cure (including a reasonable licence fee payment) is possible). Any suspension under this clause shall continue only until the Customer has satisfied Monotype, acting reasonably, that the material breach or material breaches have been cured in all material respects. If the material breach is unable to be cured with sixty (60) days of Monotype's notice, then Monotype can rely on the provisions in this paragraph in relation to the suspension of the licence of the relevant NHS Partner.

In the event the Customer terminates the Agreement (without prejudice to its other rights and remedies) the perpetual licences granted under this Agreement shall continue unless otherwise expressly agreed by the Customer in signed writing (**Confirmation of Licence Termination**). In the event of a Confirmation of Licence Termination within 10 years of the Effective Date, the Customer shall be entitled to a refund of the Total Fees to be calculated at the rate of [REDACTED] and adjusted proportionately (based on the number of years remaining between termination and 10 years of the Effective Date).

Any notices sent to the Customer or the NHS Partner under this Section 6 shall be sent by both email and recorded post to the Customer's legal team.

A breach will be considered 'material' only if it deprives a party of the substantial benefit of a key clause or obligation in question. Any breaches by Monotype of Section 7 (Warranties) or Attachment 1 will be deemed material.

Any material breach by the Customer or an NHS Partner of Section 2 (Licence Grants), shall be deemed remedied if the Customer or the relevant NHS Partner satisfies Monotype (acting reasonably) that such material breach or breaches have been cured.

Except as specified above, all perpetual licences, and the rights of a recipient of any items, whether a Licensed Application or otherwise, generated pursuant to or in connection with this Agreement shall survive the termination of this Agreement. All other non-perpetual license rights granted to you in this Agreement shall end with the termination of this Agreement.

The termination of this Agreement shall not preclude either party from suing the other party for damages of any breach of the Agreement.

## 7. WARRANTIES, SERVICE LEVELS, INDEMNIFICATION AND LIMITATION OF LIABILITY.

### A. WARRANTIES.

Monotype warrants the following:

- The Font and Font Software will effect a faithful reproduction of the underlying typeface design which is of a quality consistent with industry standards.;
- The Font and Font Software and Desktop Application have no defect nor are deficient in title;
- The Font and Font Software and Desktop Application do not infringe any intellectual property rights of any third parties, including but not limited to copyrights, design rights, trademarks and patents;
- The Font and Font Software and Desktop Application upon download or delivery do not contain viruses, time or logic bombs, Trojan horses, worms, timers, clocks, trap doors, or other computer instructions, devices, or techniques that erase data or programming, infect, disrupt, damage, disable, or shut down a computer system or any component of such computer system, including, without limitation, its security or user data, or otherwise cause the Font and Font Software or Desktop Application to become inoperable or incapable of being used in accordance with this Agreement;
- The Font Software and Desktop Application are not Publicly Available Software;
- The Customer Success Plan and the Additional Professional Services, if applicable, will be performed as outlined in this Agreement; and
- The Monotype Fonts Platform, Customer Success Plan, and the Additional Professional Services and/or Studio Services, as applicable, shall be provided consistent with applicable industry standards, will be provided by personnel with the skills and qualifications necessary to perform such services and such services will be delivered in accordance with this Agreement.

In case of a defect or deficiency in title, promptly after you let us know of the problem (in text form, which could include via an email to [warranty@monotype.com](mailto:warranty@monotype.com)), Monotype will do everything that is commercially necessary to correct the problem within fourteen (14) calendar days.

### B. SERVICE LEVELS

Monotype shall provide you with an Uptime commitment for the Monotype Fonts Platform of 99.5%. If we fall short of our Uptime commitment and you report such Downtime to Monotype as set forth below, you will be entitled to the Service Credit defined below.

**Reporting Downtime:** You must submit a notification of Downtime and request for Service Credit via email to [customeroutagereports@monotype.com](mailto:customeroutagereports@monotype.com), clearly stating your Company Name, Day of outage, Duration of outage and Customer contact information (for follow up if needed). You are required to report Downtime within five (5) days of the occurrence of such an outage. You will qualify for a Service Credit if we miss our Uptime targets, which will be accrued on a quarterly basis, and applied against future renewals.

**Service Credits:** Should Monotype's Uptime commitment fall short, Monotype will apply a quarterly credit equal to five (5) times the contractual rate for the period of time that Monotype falls outside of the Uptime commitment ("**Service Credit**"). Service Credits are not refunds, cannot be exchanged into a cash amount, will accrue each quarter through the duration of the contract, and require the Customer to have paid any outstanding invoices. These Service Credits will be applied against the fees for any future renewal. Service Credits will expire upon



termination of this Agreement. Service Credits are the sole and exclusive remedy for any failure by Monotype to meet its Uptime commitment.

#### **C. INDEMNIFICATION.**

Monotype shall, at its expense and at your request:

- defend you and NHS Partners (and other Sublicensees) from any claim or action brought by an unaffiliated third party against you, an NHS Partner or an authorized sublicensee to the extent it is based on a claim that Monotype has breached a warranty contained in Section 7.A or any other obligation under this Agreement; and
- indemnify you and NHS Partners (and other Sublicensees) against any damages, liability, costs or expenses incurred by you, an NHS Partner, or an authorized sublicensee (including, without limitation, reasonable attorneys' fees) resulting from such a claim or a breach of a warranty contained in Section 7.A.

You must notify Monotype promptly in writing of a claim, permit Monotype to control the defense or settlement, and cooperate fully with Monotype in such defense and settlement as reasonably requested and at Monotype's expense.

#### **D. LIMITATION OF LIABILITY.**

Except in the event of gross negligence or willful misconduct, neither party will be responsible for:

- Incidental, indirect, consequential or punitive damages, including without limitation, lost profits, business interruption, regardless of the form of the action whether in contract, tort (including negligence), strict product liability or otherwise, even if such party has been advised of the possibility of such damages, in each case to the extent permitted by law. For clarification only, any damages incurred by either party as a result of infringement of a third party's intellectual property rights are considered direct damages that are not excluded by this limitation of liability; or
- Any damages caused by the other party's failure to perform its obligations.

### **8. MISCELLANEOUS.**

- A. **SUPPORT.** Monotype shall provide you with the Customer Success Plan and the Additional Professional Services indicated in the Order Form. Please refer to Attachment 2 which contains detailed information about your Customer Success Plan and Additional Professional Services. You shall be entitled to Critical Patch Releases. You shall be solely responsible for technical support, if any provided, to the users of your products into which the Font Software may be embedded or integrated.
- B. **EXPORT.** You agree that you will not ship, transfer or export the Font Software or the Desktop Application into any country or use the Font Software or Desktop Application in any manner prohibited by the United States Export Administration or any applicable export laws, restrictions or regulations.

**C. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS.**

- You agree that the Monotype Fonts Platform, the Font Software and the Desktop Application are protected by the copyright law or 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 that Monotype and or/its licensors own all right, title and interest in and to the Monotype Fonts Platform, the Font Software and the Desktop Application, their 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 Monotype Fonts Platform, the Font Software and the Desktop Application, their structure, organization, code, and related files are valuable property of Monotype and/or its licensors and that any intentional or negligent Use of the Monotype Fonts Platform, the Font Software and the Desktop Application not expressly permitted by the Agreement constitutes an infringement of intellectual and industrial property rights.
- All rights in and to the Monotype Fonts Platform, the Font Software and the Desktop Application, including unpublished rights, are reserved under the copyright laws of the United States and other jurisdictions.

**D. PRIVACY.** All personal data contained in this Agreement or in your Account will be collected and held in compliance with applicable privacy laws and our privacy statements "Monotype Fonts Platform and Desktop Applications Privacy Policy" and "Contractual Privacy Statement", which can be found at <http://www.monotype.com/legal/privacy-policy/>.

**E. ENTIRE AGREEMENT; PARTIAL NULLITY; GOOD FAITH OBLIGATIONS.** This Agreement including all attachments hereto constitutes the entire agreement between the parties hereto with respect to license of the Monotype Fonts Platform, the Font Software and the Desktop Application, and, if applicable, the provision the Customer Success Plan, and Additional Professional Services. In the event that any provision of this Agreement is unenforceable or invalid, such unenforceability or invalidity shall not render the 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. You and Monotype each owe a duty to co-operate in order to give full effect to this Agreement.

**F. ASSIGNMENT AND TRANSFER.**

The provisions of Section 5.6 of Attachment 1 to this Agreement shall apply.

For the purposes of this Section, "**Restricted Person**" means any person that has been or is, or is controlled by any person or group of persons that are or have been: (a) involved in money laundering or other illegal acts; (b) subject to, or situated in any country under, any sanctions, orders or legislation from time to time promulgated by the United Nations, the European Union or the United Kingdom Government; or (c) otherwise debarred or subject to a mandatory exclusion under UK procurement law.

Should Monotype assign, subcontract, novate, or otherwise transfer this Agreement or Monotype's rights or obligations ("**Transfer**") or should there be a change of control (as defined in the definition of Affiliates) of Monotype, then Monotype shall, promptly on such Transfer (or change of control), notify the Customer in writing. The following shall be treated as a material breach by Monotype for the purposes of Section 6 (and shall give the Customer the right to terminate this Agreement): (i) a change of control of Monotype which involves a share transfer to a Restricted Person; or (ii) there is a Transfer or purported Transfer by Monotype to a Restricted Person.

This Agreement shall be binding on your and Monotype's successors and assigns.

- G. **GOVERNING LAW; JURISDICTION.** This 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 this Agreement. Both you and Monotype agree to the personal jurisdiction and venue of these courts in any action related to this Agreement. The Parties acknowledge and agree that this Agreement has been entered into for the benefit of the Customer and its Affiliates, and the Customer Affiliates shall be entitled to enforce this Agreement and its terms. Except as otherwise set out in this Agreement, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the terms and conditions in this Agreement. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.
- H. **RELEASE.** In consideration of the payment of the Services Fee, Monotype does hereby on (on behalf of itself and its respective present and former parent companies, subsidiaries, affiliates, officers, directors, shareholders, members, successors, and assigns (collectively, "**Releasers**")) knowingly, voluntarily, and irrevocably releases, waives and forever acquits Customer and NHS Partners (and their Sublicensees) from any and all claims, debts, suits, actions, causes of action, demands, rights, damages, expenses, obligations, damages, costs, attorneys' fees, and any other compensation or liabilities whatsoever of any nature, known or unknown, foreseen and unforeseen, suspected or unsuspected, fixed or contingent, that the Releasers have, had, or may have in the future, arising from or in connection with Monotype or Releasers' font or software related to the font/s, prior to the Effective Date of this Agreement (the "**Released Matters**"). The foregoing release shall extend to all claims for litigation expenses, attorneys' fees, specific performance, compensatory damages of any kind, liquidated or statutory damages, and any and all other damages and liabilities arising out of, related to, or connected in any way whatsoever to the Released Matters. Each Releaser understands that it may later discover claims or facts (which relate to use prior to the Effective Date of this Agreement) that may be different from, or in addition to, those that it or any other Releaser now knows or believes to exist regarding the subject matter of the release contained in this Section H, and which, if known at the time of signing this Agreement, may have materially affected this release and such party's decision to enter into it and grant the release contained in this Section H. Nevertheless, the Releasers intend to fully, finally, and forever settle and release all claims that now exist, may exist, or previously existed prior to the Effective Date of this Agreement, as set out in the release contained in this Section H, whether known or unknown, foreseen or unforeseen, or suspected or unsuspected, and the release given herein is and will remain in effect as a complete release, notwithstanding the discovery or existence of such additional or different facts. The Releasers hereby waive any right or claim that might arise as a result of such different or additional claims or facts.

## ATTACHMENT 1 ADDITIONAL TERMS

This Attachment 1 and the rights under it shall apply: (a) in addition to the rights granted in Section 2 of the Licence Terms; and (b) in addition to and without prejudice to the generality of the 'overarching perpetual licence' section of the Order Form. In the event of any conflict or inconsistency, the 'overarching perpetual licence' section shall take precedence, followed by Section 4.2 of the above Monotype Fonts License Terms, and then this Attachment 1, over all conflicting or inconsistent provisions in the rest of this Agreement.

### Definitions

- 1.1. The following definitions shall be added to the Agreement. Capitalised terms have the following meanings. Save as specified here, defined terms shall be interpreted in accordance with the definitions of the Agreement. In this Attachment and the rest of the Agreement the terms "including", "include" and similar terms shall be construed as having the words "without limitation" after them.

Confidential Information	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel and suppliers of the Customer (or NHS Partners, or other Sublicensees) or Monotype, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential (excluding the Font);
Crown Body	means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the Welsh Government), including government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
EIRs	means the Environmental Information Regulations 2004, and all associated statutory instruments and regulatory guidance, (as amended);
FOIA	means the Freedom of Information Act 2000, and all associated statutory instruments and regulatory guidance, (as amended);
Materials	means records, papers, procedures, whitepapers, pdfs, documentation of any kind that may include the use of a static graphic image of the Font or Font Software;
NHS Partners	Means: (a) Affiliates of the Customer; and (b) any other public or private organisation which may provide or govern health and/or social care within the United Kingdom (whether branded NHS or otherwise);
NHSE Successor	an entity which is a successor body to the Customer (or to any of the Customer's subsequent or future successors), or otherwise performs any or all of the functions of the Customer (or those of any of the Customer's subsequent or future successors);

Purpose	<p>means, any permitted activities as set out in the Agreement, including those set out in the 'overarching perpetual licence' section of the Order Form and as follows:</p> <p>[1] in relation to the use of the Font and Font Software associated with an Application, the following is permitted usage:</p> <p>Customer and NHS Partners shall be entitled to modify amend and update the Application, and the licence shall permit usage on all versions and iterations of the Application in accordance with the Agreement;</p> <p>Customer shall be entitled to use the Font and Font Software on the Application and on products and services serviced through the Application, including but not limited to Application notifications and/or account messaging, and accessing health records;</p> <p>Customer and any users of the Application shall be entitled to make documents by printing such material generated from the Application by "print screening" or by taking pictures of the Application or anything serviced through the Application, and shall be entitled to create, edit, view, print and distribute such materials. Such use will constitute the creation of materials that are not owned by Monotype, and is not required to be licensed and will not be controlled by the licence terms set out in the Agreement;</p> <p>Customer and users of the Application shall be entitled to have picture elements derived from the Application be saved in secure areas outside of Application (for example but not limited to items saved to an Apple Wallet);</p> <p>Customer and users of the Application shall be entitled to print and share static images from the Application. Such use will constitute the creation of materials that are not owned by Monotype, and is not required to be licensed and will not be controlled by the licence;</p> <p>Customer and NHS Partners shall be entitled to display the static graphic image of the font in documentation associated with Application (for example inclusion of extracts of print screens of the Application or in Application user guidance, log-in buttons, NHS logos and branding, signage, information leaflets, reports, contracts, emails and correspondence). Such use will constitute the creation of materials that are not owned by Monotype, and is not required to be licenced and will not be controlled by the licence; and</p> <p>Users of the Application will be able to interactively engage with the Application using the Font and Production Fonts (e.g. in form fields, customer feedback etc.) for transaction or marketing purposes (which for the avoidance of doubt shall be interpreted as permitting the performance of the roles of Customer and NHS Partners as outlined in this Attachment).</p> <p>[2] in relation to the use of the Font and Font Software associated with the Customer's and NHS Partners' websites (the NHS websites), the following is permitted usage:</p>
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	<ul style="list-style-type: none"> <li>• Customer and organisations which deliver work on behalf of Customer shall be entitled to modify amend and update the NHS websites, and the licence shall permit usage on all versions and iterations of the NHS websites;</li> <li>• Customer and any users of the NHS websites shall be entitled to use the Font and Font Software on all and any items included in the NHS websites;</li> <li>• Customer, NHS Partners and any users of the NHS websites shall be entitled to print (generated from NHS websites and servers), make copies, of extracts by 'print screening' or take pictures of NHS websites, and shall be entitled to create, edit, view, print and distribute materials. Such use will constitute the creation of materials that are not owned by Monotype, and is not intended to be and not required to be licensed and will not be controlled by the licence;</li> <li>• Customer and any users of the NHS websites shall be entitled to make electronic documents of NHS websites (for example by converting a page to a pdf) and shall be entitled to edit, view, print and distribute such electronic documents. Such use will constitute the creation of materials that are not owned by Monotype, and are not required to be licensed and will not be controlled by the licence;</li> <li>• Customer shall be entitled to display the Font and Font Software in documentation associated with NHS websites (for example inclusion of extracts of print screens of the website, log-in buttons, NHS logos and branding, signage, information leaflets, reports, contracts, emails and correspondence). Such use will constitute the creation of materials that are not owned by Monotype, and is not required to be licenced and will not be controlled by the licence;</li> <li>• Users of NHS websites will be able to interactively engage with the NHS websites using the Font and Production Fonts (e.g. in form fields, customer feedback etc.) for transaction or marketing purposes (which for the avoidance of doubt shall be interpreted as permitting the performance of the roles of Customer as outlined in this Addendum).</li> </ul>
Requests for Information	means a request for information regarding Customer's use of the Font and Font Software or otherwise relating to the Agreement from a member of the public pursuant to FOIA or EIRs.
Transparency Information	means as set out in clause 2.1 of this Attachment.
Transparency Report	means as set out in clause 2.2 of this Attachment.

## 2. Transparency and Freedom of Information

- 2.1. The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of FOIA, and which shall be determined by Customer, the total

pricing and the content of the Agreement, including any changes to the Agreement agreed from time to time (the “**Transparency Information**”) is not confidential information.

- 2.2. Notwithstanding any other provision of the Agreement, Monotype hereby gives its consent for Customer to publish to the general public the Transparency Information in its entirety (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA, redacted) (“**Transparency Report**”). Customer shall, prior to publication, consult with Monotype on the manner and format of publication and to inform its decision regarding any redactions, but shall have the final decision in its absolute discretion.
- 2.3. Monotype shall assist and co-operate with Customer to enable Customer to publish the Transparency Information, including the preparation of the Transparency Reports.
- 2.4. If Customer believes that publication of any element of the Transparency Information would be contrary to the public interest, Customer shall be entitled to exclude such information from publication. Customer acknowledges that it would expect the public interest by default to be best served by publication of the Transparency Information in its entirety. Accordingly, Customer acknowledges that it will only exclude Transparency Information from publication in exceptional circumstances and agrees that where it decides to exclude information from publication it will provide a clear explanation to Monotype.
- 2.5. Customer shall publish the Transparency Information in a format that assists the general public in understanding the relevance and completeness of the information being published to ensure the public obtain a fair view on how the Agreement is being performed, having regard to the context of the wider commercial relationship Monotype.
- 2.6. Monotype agrees that any information it holds that is not included in the Transparency Reports but is reasonably relevant to or that arises from the provision of the goods and services shall be provided to Customer on request unless the cost of doing so would exceed the appropriate limit prescribed under section 12 of the FOIA. Customer may disclose such information under the FOIA and the EIRs and may publish such information. Monotype shall provide to Customer within 5 working days (or such other period as Customer may reasonably specify) any such information requested by Customer.
- 2.7. Monotype acknowledges that Customer and NHS Partners are subject to the requirements of the FOIA and the EIRs. Monotype shall:
  - 2.7.1. provide all necessary assistance and cooperation as reasonably requested by Customer to enable Customer (and NHS Partners) to comply with its obligations under the FOIA and EIRs;
  - 2.7.2. transfer to Customer all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 5 Working Days of receipt;
  - 2.7.3. provide Customer with a copy of all information held on behalf of Customer which is requested in a Request for Information, and which is in its possession or control in the form that Customer requires within 5 working days (or such other period as Customer may reasonably specify) of Customer’s request for such information; and
  - 2.7.4. not respond directly to a Request for Information addressed to Customer (or an NHS Partner) unless authorised in writing to do so by Customer (or that NHS Partner, as applicable).
- 2.8. Monotype acknowledges that Customer and NHS Partners may be required under the FOIA and EIRs to disclose information (including confidential information) without consulting or obtaining consent from Monotype. Customer shall take reasonable steps to notify Monotype of a Request for Information (in accordance with the Secretary of State’s section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding

any other provision in this Agreement) Customer and/or the relevant NHS Partner shall be responsible for determining in its absolute discretion whether any confidential information or any other information is exempt from disclosure in accordance with the FOIA and EIRs.

### 3. Confidentiality

- 3.1. Each Party ("**Recipient Party**") receiving the other Party's ("**Disclosing Party**") Confidential Information (including, where the Recipient Party is Monotype, the NHS Partners' and Sublicensees' Confidential Information) must, for a period of three (3) years from date of receipt of the Confidential Information:
  - 3.1.1. keep all Confidential Information it receives confidential and secure;
  - 3.1.2. not disclose, use or exploit the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent, except for the purposes anticipated under this Agreement; and
  - 3.1.3. immediately notify the Disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.
- 3.2. In spite of clause 3.1, the Recipient Party (and each NHS Partner) may disclose Confidential Information which it receives from the Disclosing Party in any of the following instances:
  - 3.2.1. where disclosure is required by applicable law, a regulatory body or a court with the relevant jurisdiction if, if permitted and possible, the Recipient Party notifies the Disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
  - 3.2.2. if the Recipient Party already had the information without obligation of confidentiality before it was disclosed by the Disclosing Party;
  - 3.2.3. if the information was given to it by a third party without obligation of confidentiality;
  - 3.2.4. if the information was in the public domain at the time of the disclosure;
  - 3.2.5. if the information was independently developed without access to the Disclosing Party's Confidential Information;
  - 3.2.6. on a confidential basis, to its auditors or for the purpose of regulatory requirements;
  - 3.2.7. on a confidential basis, to its professional advisers on a need-to-know basis; and
  - 3.2.8. to the Serious Fraud Office where the Recipient Party has reasonable grounds to believe that the Disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.
- 3.3. Monotype may disclose Confidential Information on a confidential basis to its staff on a need-to-know basis to allow Monotype to meet its obligations under this Agreement. Monotype and its staff shall remain responsible at all times for compliance with the confidentiality obligations set out in this Agreement by the persons to whom disclosure has been made.
- 3.4. The Customer and NHS Partners may disclose Confidential Information in any of the following cases:
  - 3.4.1. on a confidential basis to the Sublicensees and any other employees, agents, consultants and contractors of the Customer and NHS Partners;
  - 3.4.2. on a confidential basis to any NHS Partner or other Crown Body, any successor body to a Crown Body or any company that the Customer or its Affiliate transfers or proposes to transfer all or any part of its business to;
  - 3.4.3. if the Customer or an NHS Partner (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
  - 3.4.4. where requested by Parliament;
  - 3.4.5. under clause 2 above; and
  - 3.4.6. on a confidential basis for audit purposes.
- 3.5. For the purposes of clauses 3.2 to 3.4, references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in this clause 3.



- 3.6. Transparency Information and any information which is exempt from disclosure by clause 2 above is not Confidential Information.

#### **4. Publicity**

Monotype must not make any press announcement or publicise this Agreement or any part of them in any way, without the prior written consent of the Customer (consent not to be unreasonably withheld), and must use all reasonable endeavours to ensure that Monotype staff do not either.

#### **5. Customer Service Requirements**

- 5.1. Customer is a ministerial department with responsibility for leading the nation's health and social care, including national ICT services and systems for health and social care. Customer's role as national information and technology partner to the NHS and adult social care bodies involves Customer working with partners, and purchasing and/or developing websites, applications, and software for or on behalf of public sector health, NHS and social care entities. The NHS Partners provide or govern health and/or care services in the United Kingdom. Nothing in the licences under this Agreement shall:
- 5.1.1. restrict Customer or the NHS Partners from discharging their roles in relation to the Purpose;
  - 5.1.2. require Customer or the NHS Partners to obtain further licences from Monotype to fulfil the Purpose; or
  - 5.1.3. require additional fees for the use in accordance with the Purpose.
- 5.2. The parties agree that Customer and Customer Affiliates are licensed to use the Font and Font Software for the Purpose.
- 5.3. The parties agree that Customer is the sole owner of any Materials. The use of the Materials shall not be subject to any licence.
- 5.4. Customer shall be entitled to deploy the Font and Font Software licensed under this Agreement at any location from which Customer, its Affiliates and/or any Sublicensee is undertaking services pursuant to which the Font and Font Software is being licensed in accordance with the terms and conditions of this Agreement.
- 5.5. Any Font Software licenced to Customer on a named user basis shall permit the transfer from one user to another user, free of charge provided that Monotype is notified of the same (including without limitation to a named user who is an agent, collaborator, partner, contractor and/or subcontractor who is working with and/or providing services to Customer).
- 5.6. Monotype shall ensure that Customer (and each NHSE Successor) shall be entitled to assign, subcontract or novate this Agreement or any or all of its rights and obligations to any other publicly funded entity or NHSE Successor without Monotype's consent, provided that Monotype has been notified of such assignment or novation in writing on a minimum of thirty (30) days' notice (to the extent the Customer or NHSE Successor is reasonably able to give such notice). Monotype's written consent (such consent not to be unreasonably withheld) is only required where the Customer assigns or novates the whole or substantially the whole Agreement to an entity which is not an NHSE Successor. This Agreement shall be binding on Customer's and Monotype's successors and assigns.
- 5.7. Monotype shall notify Customer in advance if any Font Software or Service permits Monotype or any third-party remote access to the software or systems of Customer.

## 6. Prevention of Bribery

- 6.1. Monotype represents and warrants that, to the best of its knowledge, neither it, nor any of its employees, staff, other workers, agents and consultants and those of any contractors:
- 6.1.1. has not:
    - 6.1.1.1. directly or indirectly offered, promised or given any person working for or engaged by you or any NHS Partner a financial or other advantage as an inducement or reward for any improper performance of a relevant function or activity;
    - 6.1.1.2. directly or indirectly requested, agreed to receive or accept any financial or other advantage as inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement;
    - 6.1.1.3. committed any offence under the Bribery Act 2010 or other legislation or common law concerning fraudulent acts or defrauding, attempting to defraud or conspiring to defraud you or any NHS Partner;
    - 6.1.1.4. carried out any activity, practice or conduct which would constitute one of the offences listed under 6.1.1.3 above, if such activity, practice or conduct had been carried out in the UK.
  - 6.1.2. to the best of its knowledge has been or is subject to an investigation, inquiry or enforcement proceedings by a governmental, administrative or regulatory body regarding any actual or alleged breach of 6.1.1; or
  - 6.1.3. has been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of any breach of 6.1.1.
- 6.2. Monotype shall promptly notify you if, at any time during the term of this Agreement, its circumstances, knowledge or awareness changes such that it would not be able to repeat the warranties in 6.1.
- 6.3. Monotype shall not (and shall procure that its employees, staff, other works, agents and consultants and those of any contractors shall not) do or omit to do anything that would cause you or any of your employees, consultants, contractors, sub-contractors or agents to contravene any applicable law or incur any liability relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010.
- 6.4. Monotype will notify you (in writing) if it becomes aware of any breach of 6.1, or has reason to believe that it or any person associated with it has received a request or demand for any undue financial or other advantage.

## 7. Modern Slavery

- 7.1. Monotype shall:
- 7.1.1. comply with all applicable anti-slavery and human trafficking laws, statutes, from time to time in force (**Anti-slavery Laws**) including but not limited to the Modern Slavery Act 2015;
  - 7.1.2. comply with your anti-slavery policies as in force from time to time;
  - 7.1.3. include in its contracts with its sub-contractors anti-slavery and human trafficking provisions that are at least as onerous as those set out in this clause 7; and
  - 7.1.4. notify you (in writing) as soon as it becomes aware of any breach or suspected breach of this clause 7.
- 7.2. Monotype represents and warrants throughout the term of this Agreement that neither it nor any of its officers, employees or sub-contractors:

- 7.2.1. has been convicted of any offence involving slavery and human trafficking anywhere in the world; or
- 7.2.2. has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.
- 7.3. Monotype shall implement due diligence procedures for its sub-contractors to ensure that there is no slavery or human trafficking taking place.
- 7.4. Monotype shall maintain a complete set of records to trace the supply chain of all Services provided to you in connection with this agreement implement annual audits of its compliance with the Anti-slavery Laws, either directly or through a third party auditor.
- 7.5. Monotype shall:
  - 7.5.1. implement a system of training for its employees to ensure compliance with Anti-slavery Laws;
  - 7.5.2. keep a record of all training offered and completed by its employees to ensure compliance with Anti-slavery Laws and shall make a copy of the record available on request.

## Attachment 2

### Customer Success Plans

Your success is our top priority, and we offer four different levels of Success plans designed to meet your specific business needs. For the avoidance of doubt, You have purchased the Elite Customer Success Plan under this Agreement.

#### Basic.

Learn at your own pace with our Help Center and get access to live chat and email support during business hours for any technical queries.

- Build your knowledge with on-demand resources
- Technical support for issue resolution

#### Enhanced.

All the features of Basic with prioritized technical support, including direct access to Customer Care & Success Representatives for any tech-related queries, with faster responses times and extended operational hours.

- Dedicated email to Customer Care & Success team
- Minimize disruptions with shorter response times and increased hours
- Access to self-guided resources and content to drive success

#### Premier.

Achieve your business goals faster with a tailored adoption plan, personalized platform setup and configuration to kick-start productivity and backed up by further enhanced technical support. A dedicated Customer Success Manager will work closely to determine timelines for implementation, and define initial three-month goals and annual check-ins.

- Tailored Success plan to maximize your Monotype Fonts investment
- Empower your teams with training and live coaching from our product experts
- Start off strong with personalized configuration of your users and font library
- Rapid response times and more ways to connect with Customer Care and Success representatives

#### Elite.

Get results fast with proactive and tailored expertise, backed with our highest level of support and business priority. This plan includes a designated Customer Success Manager to ensure seamless roll out, provide guidance on best practice, and be a direct contact for ongoing success. This also includes full administrative assistance which offers ongoing management of all your font usage user level access on Monotype Fonts.

- Partner with a Dedicated Customer Success Manager to orchestrate and ensure ongoing success this will also include global customer success manager coverage.
- Maximize your investment and achieve long term success with unlimited training sessions and best practice workshops which will be 1-on-1 tailored training sessions.
- Benefit from Personalised onboarding and success plans
- Supported day-to-day management of platform and proactive insights to inform business decisions which includes creation of font library.
- Configuration of user permissions and access with Bulk User Invite.
- Assisted Font Library Migration
- Stay informed with font and user activity reporting, to drive actionable insights
- Highest priority for 24/7 technical support, including phone line, live chat, support ticket creation and video calls. Business interruption response time is offered at 2 hours.
- Quarterly Customer Success Manager check-ins to be facilitated between the parties.

- Proactive platform oversight and management.
- Data monitoring and reporting.
- Direct access to dedicated Monotype team via personalized email.

Start off confidently.	Minimize disruptions.	Optimize productivity.
Establish a solid foundation for success with tailored guidance, live demonstrations, and best practices.	Focus on running your business with rapid response times and issue resolution from our technical support team.	Receive actionable insights and proactive assistance to identify opportunities and drive success.

## Attachment 3

## Metadata Example

FrutigerLTPro-Light

name id	FrutigerLTPro-Light.otf
Full Name	FrutigerLTPro-Light
Family	Frutiger LT Pro 45 Light
Subfamily	Regular
Copyright	Copyright © 2014 - 2016 Monotype Imaging Inc. All rights reserved.
Trademark	Frutiger is a trademark of Monotype Imaging Inc. registered in the U.S. Patent and Trademark Office and may be registered in certain other jurisdictions.
License Description	This font software is the property of Monotype Imaging Inc., or one of its affiliated entities (collectively, Monotype) and its use by you is covered under the terms of a license agreement. You have obtained this font software either directly from Monotype or together with software distributed by one of the licensees of Monotype. This software is a valuable asset of Monotype. Unless you have entered into a specific license agreement granting you additional rights, your use of this software is limited by the terms of the actual license agreement you have entered into with Monotype. You may not copy or distribute this software. If you have any questions concerning your rights you should review the license agreement you received with the software. You can learn more about Monotype here: <a href="http://www.monotype.com">www.monotype.com</a>
License Info URL	<a href="http://www.monotype.com">http://www.monotype.com</a>
Unique ID	MONO - Frutiger LT Pro 45 Light
Version	Version 2.000 Build 1000
Manufacturer	Monotype Imaging Inc.
Designer	[REDACTED]
Designer URL	<a href="http://www.monotype.com">http://www.monotype.com</a>
Vendor	
Vendor URL	<a href="http://www.monotype.com">http://www.monotype.com</a>
Vendor ID	
Misc	