



Sample MULTI-USER END USER LICENCE AGREEMENT

Face of Licence Certificate (Customer and Typeface details)

Name of End User

Names of Typefaces Licensed

Platform

Number of Licensed Workstations

Number of Licensed Printers

Address of Licensed Site

Reverse of Licence Certificate (Licence terms)

AGFA MONOTYPE LTD

MULTI-USER END USER LICENCE AGREEMENT

This Agfa Monotype Ltd. Multi-User End User Agreement (the "Agreement") is a binding contract between you and Agfa Monotype Ltd. This Agreement supersedes the End User Licence Agreement which was originally supplied with the Font Software and grants you a licence to use the Font Software listed overleaf in an Expanded Licensed Unit under the terms and conditions set forth below. If you do not wish to be bound by such terms and conditions you may not access or use the Font Software in an Expanded Licensed Unit and you should return this certificate within seven days of the date shown overleaf to AML at the address below. Please read all of the Agreement before you agree to be bound by its terms and conditions.

You hereby agree to the following:

1. You are bound by the Agreement and you acknowledge that all Use (as defined herein) of the Font Software (as defined herein) supplied to you by AML is governed by the Agreement.
2. "AML" as used herein shall mean collectively Agfa Monotype Ltd, its successors and assigns, its parent and affiliated corporations, its authorized distributors, and any third party which has licensed to AML any or all of the components of the Font Software supplied to you pursuant to the Agreement.
3. "Font Software" as used herein shall mean software 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, updates, related files, permitted modifications, permitted copies, and related documentation.
4. "Basic Licensed Unit" as used herein shall mean up to five (5) Workstations (as defined herein) connected to no more than one (1) printer with a non-volatile memory (for example, a hard drive), all located at a single geographic location. "Expanded Licensed Unit" as used herein shall mean the number of workstations, printers at a single geographic location as indicated overleaf. "Licensed Unit" as used herein shall mean a Basic Licensed Unit or an Expanded Licensed Unit as is appropriate to the context in which the term is used. If you have acquired an entire Font Software Library (that is, a single license for Font Software for 500 or more different typeface designs) and you use such Font Software Library only at a single geographic location, then "Licensed Unit" shall mean up to twenty (20) Workstations connected to no more than two (2) printers with non-volatile memories at such geographic location.
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8. "Workstation" as used herein shall mean a component in which 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.

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19. The Agreement will be governed by the laws of Illinois applicable to contracts wholly entered and performable within such state. All disputes related to the Agreement shall be heard in the Circuit Court of Cook County, Illinois, U.S.A. or the United States District Court for the Northern District of Illinois, Chicago, Illinois U.S.A. Both you and AML agree to the personal jurisdiction and venue of these courts in any action related to the Agreement. The Agreement will not be governed by the United Nations Convention of Contracts for the International Sale of Goods, the application of which is expressly excluded. If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms.

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