

This License Upgrade and Amendment (“Amendment”) to the TypeTogether Fonts entitled ....., (collectively the “TypeTogether Fonts” or “Font Software”) End User License Agreement (“EULA” “TypeTogether”) is for the sole benefit of the Licensee identified below and solely for the additional grant(s) identified herein.

For good and valuable consideration noted on the associated in the relevant invoice and effective upon receipt of the payment, the various terms and conditions of the TypeTogether End User License Agreement are hereby amended in the following manner.

**1. Grant of Additional License.** Licensee is hereby permitted to use the Font Software for use in and embedding in up to four (4) products and which may also be embedded in a corresponding tablet type application or iPad type application (“App”). You are further permitted to use the Font Software in accordance with the desktop license that you have previously purchased or that you are purchasing with this license upgrade. The use of the Font Software in the App must be embedded using commercially reasonable security measures and must be as “read only.” You are further granted permission to back-up the font on any multiuser device upon which the Font is licensed for and installed upon.

**2. Term of Upgrade.** The right to embed the Font Software in an App shall be for the term of the life-time of the App. The right to use the Font Software with the licensed number of desktop users shall remain in effect provided that the Licensee adheres to the remaining terms of this License Upgrade and the Typetogether EULA Agreement.

**3. No Third Party Beneficiaries.** This License upgrade is solely for the party identified in the relevant invoice and may not be used for the benefit of any third party. No webfont use license is granted herein. Use of the Font Software as a webfont or for the benefit of any third party requires the purchase of special licenses.

**4. Conflict of Terms.** In the event there is any conflict between this Amendment and the EULA, the terms of this Amendment shall apply.

**5. No Additional Rights.** No right title or interest to the Font Software or the design of the Font embodied therein is granted herein and none shall be construed. All intellectual property rights remain the exclusive property of TypeTogether.

**6. Remaining Terms.** All terms and conditions of the original EULA not expressly amended herein, shall remain in full force and effect.

**7. No Transfer Permitted.** This License Upgrade is specific to the Licensee and is use specific and cannot be transferred to another party, irrespective of whether the original Font Software is sold, given away or otherwise conveyed to another party.

**8. Termination for Cause.** In the event that the use of the Font Software is used outside of the scope of the rights permitted in the underlying EULA or this License Upgrade, all rights to use the Font Software as well as this License Upgrade shall terminate.

**9. Complete Agreement.** This License Upgrade sets forth the entire agreement between the parties and may not be modified or amended except by written agreement signed by the parties.

**10. Severability.** If any provision of this Agreement and/or the Underlying EULA is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement and/or the Underlying EULA shall remain in full force and effect.

**11. Representations and Warranties.** TypeTogether represents that it is granted the permission by the creator and author of the Font Software to enter into legal and binding agreements and/or to act as an agent on their behalf to enter into such licensing agreements.

#### LICENSEE

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#### LICENSOR

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