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MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

(font software/technology evaluation, no sign)

This Mutual Confidentiality and Non- Disclosure Agreement (the “Agreement”) is made by and between the Party specified on Exhibit A (“Company”), and Monotype Imaging Inc., a Delaware corporation, with offices at 600 Unicorn Park Drive, Woburn, Massachusetts 01801 (“Monotype”). Each party to this Agreement may be referred to herein individually as a “Party” or collectively as the “Parties.” This Agreement is effective (the “Effective Date”) upon the download, use or other accessing of the Software (as specified on Exhibit A) by the Company.

1. Background and Purpose. It is contemplated that each Party to this Agreement may disclose Confidential Information (as defined in Section 3) to the other. A Party disclosing Confidential Information shall be referred to as a “Disclosing Party” and the Party receiving Confidential Information shall be referred to as a “Receiving Party.” The parties shall disclose Confidential Information hereunder for the purpose set forth on Exhibit A (the “Purpose”).

2. Term; Survival of Confidentiality Obligations. This Agreement shall remain in effect for the term specified on Exhibit A, during which each Party may use the Confidential Information disclosed to it hereunder. Either Party may terminate this Agreement for any reason upon prior written notice. Upon the expiration or termination of this Agreement, the Parties shall cease all use of Confidential Information and the obligation to return or destroy Confidential Information (see Section 8 below) shall apply immediately. The obligations of the Parties under this Agreement to maintain the confidentiality of Confidential Information (see Sections 6 and 7 below) shall survive the termination of this Agreement, subject to the exclusions set forth in Section 4 below.

3. Confidential Information. Confidential Information shall mean the information set forth on Exhibit A as well as all trade secret, confidential and proprietary

information that is disclosed in written, oral, visual or electronic form and which is designated as such, either orally or in writing, at

the time of disclosure by the Disclosing Party or should reasonably be understood to be confidential because of the nature of the information and the circumstances surrounding the disclosure including, without limitation, inventions, know-how, patent applications, trade secrets, technical information, methods, processes, computer programs in object code or source code, engineering design approaches, technical documentation, products, new product features, business and marketing plans, financial information, business operations, third party relationships including information about a Party’s partners and customers, pricing information, proposed or actual contract pricing, proposed contract terms and conditions and similar information which is disclosed by a Disclosing Party to a Receiving Party under this Agreement. The term “Disclosed Source Code” shall refer to any source code that may be supplied by a Party under this Agreement. Confidential Information includes Disclosed Source Code regardless of whether there has been a written or oral designation as to its confidentiality.

4. Exclusions to Confidential Information. Information (other than Disclosed Source Code) shall not be considered to be Confidential Information to the extent such information: (a) has been, is now, or later becomes publicly available through no fault of the Receiving Party; (b) has been, is now, or later becomes rightfully learned by the Receiving Party or its related companies from a third party which has received it lawfully and without restrictions on disclosure or use; (c) was known to the Receiving Party or its related companies prior to the date it received such information from the Disclosing Party and is not subject to other restrictions on disclosure or use; or (d) has been, is now, or later is developed independently by the Receiving Party or its related

companies, without use of or resort to any Confidential Information. If only a portion of the Confidential Information falls under one of the subsections above, then only that portion shall be excluded from the definition of Confidential Information. If a Receiving Party claims that Confidential Information falls under one of the above subsections, such Receiving Party has the burden of establishing the fact of such exception by clear and convincing evidence.

5. Use and Copy Restrictions. The Receiving Party agrees that all Confidential Information shall be used solely during the term of this Agreement for the Purpose and that such Party shall not otherwise use, practice, or exploit Confidential Information of the Disclosing Party. Company may modify Confidential Information of Monotype solely for the purpose of integrating Monotype's software with Company's products consistent with the Purpose. The Receiving Party shall not copy or otherwise duplicate any Confidential Information except as is necessary to fulfill the Purpose. All copies shall include the proprietary notices as set forth on the originals. Except as expressly authorized in this Agreement, the Receiving Party shall not modify, reverse engineer, decompile or attempt to recreate Confidential Information or attempt to access the source code of any computer program which is disclosed as object code. Company acknowledges that the Confidential Information provided to it by Monotype is subject to U.S. export control laws and regulations and Customer agrees that it will abide by all U.S. export controls laws and regulations in its use and dissemination of such Confidential Information.

6. Confidentiality Obligations. The Receiving Party shall hold all Confidential Information in confidence and shall not disclose Confidential Information except to its employees (and, in the case of Monotype, the employees of any affiliated entity), who have a need to use such Confidential Information in order to fulfill the Purpose, and then only to such employees who are under written confidentiality agreements with terms at least as protective as the terms of this Agreement. The Receiving Party shall not disclose any portion of the Confidential Information to any party other than such employees without the prior written consent of the Disclosing Party, even if such party is under similar restriction of disclosure with the

Disclosing Party. The Receiving Party shall be liable for any breach of this Agreement by its employees or other third parties that are authorized to receive Confidential Information pursuant to this Agreement. A Receiving Party agrees to protect the confidentiality of Confidential Information by using the same degree of care, but no less than a reasonable degree of care, as it uses to protect its own valuable, confidential information of a like nature. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information to the extent that it is required to be produced or disclosed pursuant to applicable laws, regulations or court order, provided the Receiving Party has given the Disclosing Party prior notice of such requirement and the opportunity to defend, limit or protect such production or disclosure.

7. Disclosed Source Code. In addition to its obligations with regard to all Confidential Information, with respect to any Disclosed Source Code, the Receiving Party shall exercise the highest degree of care to protect and safeguard such information. Disclosed Source Code (i) shall remain in the sole care, custody and control of the Receiving Party at the address set forth above, (ii) shall not be copied, (iii) shall not be modified except as expressly authorized by the Disclosing Party, and (iv) shall be maintained in a restricted area. The Receiving Party shall not attempt to memorize or otherwise record all or any part of the Disclosed Source Code. If no license agreement for the use of Disclosed Source Code is entered into between Company and Monotype within six (6) months of the Effective Date of this Agreement, the Receiving Party shall without demand turn over to the Disclosing Party the original and all copies of Disclosed Source Code provided to the Receiving Party by the Disclosing Party. IF NO SOURCE CODE IS PROVIDED BY A DISCLOSING PARTY TO A RECEIVING PARTY, THE PROVISIONS OF THIS SECTION 7 SHALL NOT APPLY TO THIS AGREEMENT.

8. Return or Destruction of Confidential Information. A Receiving Party shall return all Confidential Information and copies, summaries or other information and materials created using the Confidential Information either upon expiration or termination of this Agreement or within ten (10) days of the Disclosing Party's written request for such return, whichever occurs sooner; provided, however,

that a Receiving Party may destroy the original and all copies of Confidential Information and such other information and materials in lieu of returning it, so long as the Receiving Party sends a written certification attesting to such destruction.

9. Compliance with Securities Laws. Each Party is aware, and will advise any person who is informed, as permitted by this Agreement, of a Disclosing Party's Confidential Information, of the restrictions imposed by the U.S. securities laws on the purchase or sale of securities by any person who has received material, non-public information from the issuer of such securities and on the communication of such information to any other person when it is reasonably foreseeable that such other person is likely to purchase or sell such securities in reliance upon such information.

10. Ownership. All Confidential Information disclosed under this Agreement, including any copies and derivative works thereof, shall remain the sole property of the Disclosing Party and the Receiving Party shall have no right, title, or interest in or to Confidential Information except the rights expressly set forth in this Agreement. Nothing contained in this Agreement shall be construed as granting or conferring upon the Receiving Party any license under patents or copyrights of the Disclosing Party, and no such license or other rights shall arise from this Agreement or from any acts, statements or dealings resulting from or related to the execution of this Agreement or performance of the obligations of the Parties hereunder. Each Party agrees not to use Confidential Information to guide or aid a search and evaluation for purposes of showing Confidential Information provided hereunder is in the public domain. Each Party agrees that it will not include Confidential Information in any application for patent or utility model or design protection in any country filed by it or on its behalf.

11. Disclaimer of Warranties. All Confidential Information is supplied "AS IS," without a warranty of any kind. Neither Party shall be obliged by this Agreement to disclose any Confidential Information or Disclosed Source Code to the other. This Agreement does not obligate either Party to enter into any further agreement with the other. THE PARTIES SPECIFICALLY DISCLAIM ANY AND ALL

EXPRESS OR IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

12. Remedies for Breach. The Parties agree that any breach of this Agreement shall result in an injury to the Disclosing Party for which an award of money damages would be inadequate. Both Parties agree that in the event of a breach by a Receiving Party, in addition to any other remedies available in equity or at law, the

Disclosing Party has the right to seek both preliminary and permanent injunctive relief, without the posting of any bond or surety. In any proceeding to enforce rights under this Agreement, the prevailing Party shall be awarded its reasonable attorneys' fees and costs, including the fees of expert witnesses.

13. Notices. All notices required to be given shall be in writing and signed by or on behalf of the party sending it, shall be sent by certified registered overnight or recorded delivery post or by facsimile transmission to the address set forth in the introduction to this Agreement or to the relevant fax number set out below or such other address or fax number as the party in question may from time to time notify the other in writing and in each case to the contact person listed below. The contact information for each Party is set forth on Exhibit A. Notices shall be deemed to have been received within 48 hours of posting or within 24 hours if sent by facsimile transmission to the correct facsimile number. In the case of any notice to be served by Monotype only, such notice may be delivered by hand to Company and shall be deemed to have been received by Company immediately.

14. Governing Law; Forum. This Agreement shall be deemed to be a contract made under the laws of the Commonwealth of Massachusetts and shall be interpreted and construed in its entirety in accordance with the laws of said Commonwealth (without regard to applicable conflict of laws provisions). The United States District Court for the District of Massachusetts or, if federal subject matter jurisdiction is lacking, the Superior Court of the Commonwealth of Massachusetts in Middlesex County, shall be the exclusive forum for any disputes arising out of or related to this Agreement.

15. General. This Agreement embodies the entire understanding between the Parties pertaining to the subject matter hereof. The Parties acknowledge that they are not relying on any representation, promise, or other statement, whether written or oral, that is not expressly contained in this Agreement. This Agreement shall not be modified except by a writing signed and dated by both Parties. Neither Party may assign this Agreement (with a change in control of such Party by merger, consolidation or similar

transaction constituting an assignment), except with the prior written consent of the other Party. This Agreement is binding upon each Party and their successors and assigns. No agency or partnership relationship between the Parties is created by this Agreement and neither Party obligates itself in any manner to enter into any other or further agreement or undertaking with the other regarding any matter including, but not limited to, the Confidential Information.

EXHIBIT A

Company:

Name:

Organization:

Address:

Contact Person:

Email:

Fax:

Contact information for Monotype:

Monotype
600 Unicorn Park Drive
Woburn, MA 01801
Copy to: General Counsel, fax 781-970-6003

Purpose: To enable Company to evaluate Monotype's font and imaging technology and products for potential use with Company's hardware or software products and to negotiate the business and legal terms of a license agreement to be entered into between the Parties.

Monotype Confidential Information:

Software: Font Preview Program

Company Confidential Information: All Font Files and Name of Font

Term of Agreement: Through March 31, 2022