



DARDEN STUDIO

144 N 7TH ST, PMB 505
BROOKLYN, NY 11249



Addendum to end-user license agreement:

FLUID INTERFACE EMBEDDING

LICENSEE

ATTN: LICENSEE CONTACT

EFFECTIVE DATE

##, 20##

**MAX AVERAGE MONTHLY ACTIVE
REGISTERED USERS**

###

TERM

YEAR

SELECTED TYPEFACES

SELECTED STYLES

THIS ADDENDUM to the numbered end-user license agreement (“EULA”) referenced above (the “License”) is deemed effective as of the date referenced above (the “Addendum Effective Date”), on condition that an authorized representative of the Licensee has completed the online check-out, including clicking agreement to the Addendum terms.

- a) The last sentence in section 1(a) of the License is hereby deleted in connection with the uses of the Font Software permitted by this Addendum. This Addendum is effective only for the term of years named above from the Addendum Effective Date. Unless you obtain a new addendum covering a future time period, all use permitted hereunder must be discontinued by the term expiration date, subject to all of the provisions of the EULA.
- b) Sections 1(b) and (c) of the License are hereby modified to additionally permit you to embed the Font Software within the digital application(s) and corresponding website(s) (i.e., an Internet domain or subdomain experienced by a user as one “website”) associated with the licensed brand (individually or collectively, the “Subscription Services”), only if the following conditions are met: (1) the Subscription Services are substantially connected to the licensed brand; (2) the Subscription Services prominently display the brand (or, if there are multiple brands visible on a website, they are all owned by you, and the Font Software is used only for the licensed brand); and (3) for applications, the Font Software will not be installed in the devices’ system in a manner that renders it available to the user other than for use in the applications (4) The websites and applications offer separate portals to the same interface which is accessed by registered users.
- c) Section 1(f) of the License is hereby modified to permit you to subset the Font Software files embedded in the licensed Subscription Services, on condition that you retain the Darden Studio name of the Font Software. Darden Studio is not responsible for any display or other technical problems which may occur as a result of your use of third-party software for this permitted modification. You are not permitted to otherwise modify the font software without Darden Studio’s express permission. By way of illustration and not limitation, font file name obfuscation and the swapping of default characters are both expressly forbidden.
- d) The Addendum fee is based upon the average monthly combined active registered users (measured over a one-year period) for all Subscription Services that use the Font Software. The price stated above represents the prepaid amount. For each year, if actual use exceeds the prepaid amount, you will be charged the difference between the prepaid amount and the actual use based on the tier-based pricing in effect at the time of purchase. (For a multi-year Addendum, you will be asked to report actual use at the close of each year and pay any difference between the prepaid and the actual use price, with no penalty.) The price of a new addendum will be based upon Darden Studio’s pricing tables then in effect.