Buick Font Request Form

For: _____
Company Name/Requesting Entity

Maximum Number of Users:_____

"Use" of the Font Software shall occur 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. 'Use' of the Font Software shall also occur when the software or instructions are executed. **You agree that if you exceed the number of Users, you may be liable to GM/Monotype Imaging for fees payable due to such excess number of Users.**

By submitting this form or using the Assets described in it the Requesting Entity listed about (herein after referred to as "you" or "your") acknowledge that you understand and have agreed to the General Motors AssetCentral Website Terms and Conditions of Use (see www.gmassetcentral.com), and agree to only use the Asset(s) as described herein and in the Meta Data and instructions posted alongside the asset on GM Asset Central.

INTRODUCTION

The following are relevant terms and conditions of the license held by Buick Division, General Motors LLC ("GM") governing the use of the Avenir® Next Pro Demi, Avenir® Next Pro Regular, and Futura® Pro Bold fonts. It is provided as reference material only and does not represent the entire agreement between GM and the licensor, Monotype Imaging, Inc.

_____

PERMITTED USES AND RESTRICTIONS
Monotype has granted to GM a limited license to use the specific font software indicated below (the "Font Software") according to the terms and conditions of the Agreement.

Avenir® Next Pro Demi	Font Desktop MUL License Non-Library
Avenir® Next Pro Demi	EXT3 Web Font Self Hosting
Avenir® Next Pro Demi	EXT5 Digital Advertising Direct Offline
Avenir® Next Pro Regular	Font Desktop MUL License Non-Library
Avenir® Next Pro Regular	EXT3 Web Font Self Hosting
Avenir® Next Pro Regular	EXT5 Digital Advertising Direct Offline
Futura® Pro Bold	Font Desktop MUL License Non-Library
Futura® Pro Bold	EXT3 Web Font Self Hosting
Futura® Pro Bold	EXT5 Digital Advertising Direct Offline

You agree that you shall adhere to all of the following terms outlined in the Agreement:

1.   **Term.** The Term of the Agreement is through August 30, 2020.

2.   **Distribution Limited**. GM may allow its dealerships, agencies, vendors and subcontractors, including agency vendors and subcontractors (each, an "Authorized Third Party") to use the Font Software to exercise the rights granted to GM, on behalf of GM.   Authorized Third Parties agree that (i) such Authorized Third Party will only use the Font Software to exercise such rights on GM's behalf, (ii) Authorized Third Party will remove all Font Software from any Workstation or any other environment that such Authorized Third Party owns or controls upon completion of their exercise of rights on GM's behalf, and (iii) Authorized Third Party

shall be responsible for all acts and omissions of its employees, agents and contractors as they relate to the Licensed Font Software.

3.   Commercial Extension (Web Content) – EXT3: The Licensed Websites referred to in the license terms set forth below shall refer to the URL(s) of the following commercial registered domain(s): www.Buick.com, www.Buick.ca, www.onstar.com and any other GM website

The Agreement grants the right to use the Font Software to, directly or through a third party web font hosting service with which you have a written agreement regarding the use and protection of the Font Software, generate content on the Licensed Websites; provided that, in the event a browser supports the WOFF format, you and any such web font hosting service shall only have the right to use the WOFF format to generate content on the Licensed Websites. The Font Software can be installed on a server solely for the purpose of generating content on the Licensed Websites.

4.   **Commercial Extension (Digital Advertising) – EXT5**

The Agreement grants the right to (i) use the Font Software as supplied in a self-hosting kit, or allow a third party to Use the Font Software as supplied in a self-hosting kit on your behalf, to create Digital Advertisements, ii) install the Font Software in Web Open Font Format ("WOFF") on a server that is owned and controlled by you or on servers owned and controlled by a third party hosting service or ad server service with which you have a written agreement regarding the Use and protection of the Font Software, solely for the purpose of publishing Digital Advertisements on Output Devices; iii) embed the Font Software in Base-64 encoded WOFF format into Digital Advertisements and publish such Digital Advertisements on Output Devices. If you allow a third party to Use the Font Software on your behalf to create Digital Advertisements, you agree that a) such third party will only Use the Font Software to create Digital Advertisements on your behalf, b) you will make such third party aware of the terms of this agreement, c) you will ensure that such third party removes all Font Software from any Workstation they own or control upon completion of their Use of the Font Software on your behalf, and d) you shall remain responsible for all acts and omissions of such third party with regards to their Use of the Font Software. You may not Use any font software that is not the Font Software supplied to you hereunder in the self-hosting kit when exercising the rights granted under this Extension.

5.   **Embedding Font Software and Representations of Typeface and Typographic Designs and Ornaments.** You may embed the Font Software only into an electronic document that (i) is not a Commercial Product, (ii) is distributed in a secure format that does not permit the extraction of the embedded Font Software, and (iii) in the case where a recipient of an electronic document is able to Use the Font Software for editing, only if the recipient of such document is within your Licensed Unit. You may embed static graphic images into an electronic document, including a Commercial Product, (for example, a 'gif') with a representation of a typeface and typographic design or ornament created with the Font Software as long as such images are not used as a replacement for Font Software, i.e. as long as the representations do not correspond to individual glyphs of the Font Software and may not be individually addressed by the document to render such designs and ornaments.

6.   Server Use. The Font Software may not be installed or Used on an internal or external (i.e., internet accessed) server unless all Workstations that can access such server are part of a Licensed Unit. For the purpose of determining the proper number of Workstations for which a license is needed, the following example is supplied for illustration purposes only: If there are 100 Workstations connected to the server, with no more than 15 Workstations ever using the Font Software concurrently, but the Font Software will be used on 25 different Workstations at various points in time, a license must be obtained which creates a Licensed Unit for 25 Workstations.

7.   Commercial Printers. You may embed the Font Software in an electronic document solely for print and view and provide such electronic document to a commercial printer for printing only. You may take a copy of the Font Software used for a particular document to a commercial printer provided that the printer represents to you that it has purchased or been granted a license to use that particular Font Software.

8.   Alterations to Font Software. You may not alter Font Software for the purpose of adding any functionality that such Font Software did not have when delivered to you. If the Font Software contains

embedding bits that indicate that the Font Software is only authorized for certain purposes, you may not change or alter the embedding bits.

9.   Intellectual and Industrial Property Rights. You agree that the Font Software is protected by the copyright law and 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 to treat the Font Software as you would any other copyrighted material, such as a book. You may not copy the Font Software, except as expressly provided herein. You agree not to adapt, modify, alter, translate, convert, or otherwise change the Font Software, or to create Derivative Works from Font Software or any portion thereof. You further agree not to use Font Software in connection with software and/or hardware which create Derivative Works of such Font Software. You agree not to reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code or instructions of the Font Software, provided, however, that if you are located in a European Community member country or any other country which provides rights materially similar to the rights set forth in this provision, you may reverse engineer or decompile the Font Software only to the extent that sufficient information is not available for the purpose of creating an interoperable software program (but only for such purpose and only to the extent that sufficient information is not provided in a timely manner free of charge by Monotype upon written request). You agree that Monotype owns all right, title and interest in and to the Font Software, its 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 Font Software, its structure, organization, code, and related files are valuable property of Monotype and that any intentional or negligent Use of the Font Software not expressly permitted by the Agreement constitutes an infringement of intellectual and industrial property rights.

10.   Transfer of the Font Software. You may not rent, lease, sublicense, give, lend, assign or further distribute the Font Software, any rights therein or any copy thereof.

11.   Protection of Font Software. If the Font Software is delivered to you in WOFF format, you, and any third party web font hosting service, are required to protect and preserve the public metadata and private data blocks included in the font file. In addition, you and any third party web font hosting service are responsible for ensuring that the Font Software, can only be used on Licensed Websites and cannot be used or referenced by any other Website. This includes, but is not limited to, (a) installing adequate technical protection measures that restrict the use and/or access to the Font Software, for instance by binding an EOT font to the Licensed Websites, utilizing JavaScript or access control mechanism for cross-origin resource sharing and/or protecting a sIFR Flash file against use on other Websites than Licensed Websites by restricting domain access only to Licensed Websites, or (b) in the event the Font Software is in the original TrueType or OpenType format, ensuring that the Font Software is Base64 encoded. The failure to adequately protect the Font Software used for the Licensed Websites against use on other websites shall be considered a failure to comply with the EULA terms which will result in automatic termination of rights to the Font Software.

12.   Export. You agree that the Font Software will not be shipped, transferred or exported into any country or used in any manner prohibited by the United States Export Administration or any applicable export laws, restrictions or regulations.

The agency, Dealer, LMA, or other entity requesting the Licensed Font Software hereby certifies that it is an Authorized User as defined above and agrees to abide by all of the terms and conditions outlined above regarding the use of the Font Software. The agency, Dealer, LMA, or other entity requesting the Font Software agrees to indemnify, defend and hold General Motors LLC and Leo Burnett Company, Inc./Leo Burnett Detroit, Inc./Digitas Inc. harmless from and against any claims, losses, judgments, costs or expenses (including reasonable attorney's fees) in connection with any claim by Monotype Imaging, Inc. or any third party arising out of or resulting from an unauthorized use of the Licensed Font Software by the above named requesting entity, its employees, agents, or subcontractors or a use that violates the terms and conditions as set forth above.

I certify that I am an authorized signatory of the entity listed below.

Accepted and agreed to by:

_____
Signature

_____
Name

_____
Title

_____
Company/Entity requesting

_____
Date

_____
GM Client

_____
GM Client email address

DELIVERY INFORMATION

Please sign the agreement, above, fill out the delivery information below, and email a PDF to Anne Dishnow at Engage M-1: fontrequest@engagem1.com. Files will be transmitted securely.

_____
First Name

_____
Last Name

_____
Company Name

_____
email address

_____
Phone number