

## FONT LICENCE AGREEMENT

This Licence Agreement is being offered to you (“you” or “Licensor”) as a registered licensor to Canva Pty Ltd (ABN 80 159 929 938), a company incorporated in Australia (“Company”).

### **1. Definitions**

- 1.1 “**Font(s)**” means a stylised set of alphanumeric characters or symbols in a particular design style, which is embodied in a digital software file, as well as all accompanying metadata.
- 1.2 “**Customer(s)**” means any end-user that has entered into a license agreement with Company and licenses Fonts via the Website, including, without limitation, customers that have registered for a trial account.
- 1.3 “**Website**” means Company’s website, including at the URLs [www.canva.com](http://www.canva.com), [www.canva.cn](http://www.canva.cn) (as well as any sub-domains, international and mobile versions of the Website and widgets) and any apps, via which Company markets, licenses and distributes Fonts to Customers.

### **2. Submission and Acceptance of Fonts**

- 2.1 Pursuant to this Agreement, you submit the Fonts listed in Schedule A for use and licensing via the Website. Company may provide submission guidelines regarding the Font requirements, and you agree to abide by Company’s then current submission guidelines in submitting Fonts. These guidelines may include, but are not limited to specifications around the method of delivering Fonts, and the metadata to accompany such Fonts.
- 2.2 Company may remove Fonts from the Website in its sole discretion.
- 2.3 Licensor agrees that it will submit Fonts to Company for testing so that Company may determine whether the Fonts are compatible with the Website. If any Fonts are determined by Company to be incompatible with the Website they will not be accepted by Company. Company will promptly notify Licensor of each Font that is not accepted under this clause.

### **3. Copyright in Fonts**

Licensor retains ownership and copyright in the Fonts, including the software files embodying the Fonts, and the Fonts shall not be considered assets of Company in the event of voluntary or involuntary bankruptcy or insolvency. While Company takes commercially reasonable steps to ensure that the rights of the Licensor are not violated by Customers or other parties, Company has no authority or obligation to pursue legal action against any alleged infringer of any rights in and to any Fonts.

### **4. Credit and Metadata**

- 4.1 Licensor acknowledges that Customers are not required to credit Licensor as the owner of the Fonts licensed by Company. Licensor specifically waives any moral rights with respect to the Fonts to the extent permitted by law, and if no waiver is permitted, Licensor agrees not to enforce any moral rights against Company and its Customers.
- 4.2 Licensor must provide Company with all metadata reasonably required by Company. You agree that any metadata associated with the Fonts may be altered, removed or added to, without any liability to Company or its Customers.

## **5. Grant of Rights**

- 5.1 Subject to this Agreement, Licensor grants Company a non-exclusive, royalty free license to market and distribute Licensor's Fonts throughout the world and all rights necessary to grant sublicenses to Fonts, to incorporate the Fonts into the Website, and to reproduce, distribute, publish, transmit, broadcast, display, exhibit, adapt, crop, modify, recast, enhance, vary or amend, any Font, for any lawful purpose. For the avoidance of doubt, the license granted in this clause shall entitle Company to amend Licensor's Fonts, such as by creating additional characters or glyphs in the Font style, or by creating variants such as bold and italicized versions of Fonts provided that there is prior written approval by the Licensor.
- 5.2 Licensor also grants Company a non-exclusive license to sell Licensor's Fonts throughout the world and all rights necessary to grant sublicenses to Fonts to be sold in the Website, provided that both parties agree, sign, or execute a separate royalty agreement after with prior written approval by the Licensor.
- 5.3 During the term of this Agreement, Licensor grants Company the right, but not the obligation, to use Licensor's name, trademarks and trade names and the right to reproduce, display, transmit, broadcast and adapt any Font to promote, advertise and market Company. Licensor agrees that no compensation shall be payable by Company for such marketing use. Marketing may include the use of Fonts on social media and networking sites. Additionally, Company may use the Fonts as necessary to test or evaluate any technologies, systems, or processes that Company may use to fulfil its obligations and exercise any rights granted under this Agreement.

## **6. Licensing**

- 6.1 Company shall have complete and sole discretion regarding the terms under which it licences the Fonts to Customers, including the licence terms and conditions and pricing. For the avoidance of doubt, nothing in this Agreement will prevent Company from providing the Fonts to customers on a subscription basis with other Fonts.
- 6.2 If a Font is removed from the Website, regardless of the circumstances of the removal, any licences granted to Customers prior to that removal shall remain valid in accordance with the terms of the licence that was granted.

## **7. Term and Termination**

- 7.1 The Company may terminate this agreement by providing the Licensor with thirty (30) days written notice.
- 7.2 Where a party is in breach of its obligations under this agreement the other party may issue a notice to the breaching party notifying them of the breach. If the breaching party fails to cure the breach within thirty (30) days after it receives that written notice the non-breaching party may terminate this agreement without further notice.
- 7.3 Either party may terminate this agreement immediately if the other party becomes insolvent or bankrupt.

## **8. Compensation**

- 8.1 In consideration of the rights granted under this Agreement, Company shall pay Licensor a one-time licence fee of USD `gk_annual_value_gk` (the “**Fee**”) for all Fonts licensed under this Agreement (as set out in Schedule A).
- 8.2 Payment of the Fee shall be made in US Dollars. Company will use commercially reasonable efforts to pay Licensor the Fee no later than 30 days after the date on which this agreement is signed. Licensor may elect to receive the Fee through an online payment processor or wire transfer. Company’s payment to such processor shall fulfil its obligation to pay the Fee to Licensor.
- 8.3 Licensor agrees that no Fee will be payable for any Font(s) that are not accepted by Company in accordance with clause 2.3 of this Agreement.
- 8.4 Licensor is responsible for completing any necessary tax forms in order to receive the Fee. Licensor is responsible for completing any necessary tax forms in order to receive the Fee. Company will withhold any taxes it is required to by applicable law. Such withholding taxes will be deducted from the Fee.

## **9. Licensor Representations and Warranties**

Licensor represents and warrants to Company that:

- a) Licensor has full power and authority to enter into this Agreement, and if an individual, is at least 18 years of age;
- b) Licensor is the sole owner and copyright holder in the Fonts, and has the right to grant Company the licenses granted under this Agreement;
- c) the Fonts are original and do not infringe on, violate or misappropriate any third party copyright, trademark, moral rights or any other third party right;
- d) there is no settled, pending, or threatened litigation or other claim or proceeding challenging the validity, enforceability or ownership of any Fonts;
- e) any keywords, metadata or other information submitted with the Fonts is relevant, accurate and complete, and does not contain false or misleading information; and
- f) the Fonts contain no viruses, spyware, Trojan horses, time bombs, or other similar harmful or deleterious programming routines or code.

## **10. Company Representations and Warranties**

Company represents and warrants to Licensor that it:

- a) has the full right and authority to execute and perform its obligations under this Agreement according to its terms; and
- b) shall use commercially reasonable efforts to market and license Fonts.

## **11. Indemnification**

11.1 Licensor agrees to indemnify and to hold Company and its officers, directors, employees, and agents harmless from any third party claims, liabilities, losses and damages (including reasonable attorneys' fees and expenses) arising from any breach of any representation or warranty, any failure to perform any covenant or agreement under this Agreement, or any infringement or other violation of any intellectual property or other personal or proprietary rights of any third person resulting from the use of any Font by Company or any Customer. Licensor agrees that Company may retain any amounts due to Licensor under this Agreement to the extent Company is owed any sum under this section 11.1. Notwithstanding the foregoing, Licensor will not have any liability for costs arising solely and directly from:

- a) any addition to or change, omission, or deletion by Company of information supplied by the Licensor; or
- b) use of any Font in a manner not permitted by the terms of this Agreement.

11.2 Company agrees to indemnify and hold Licensor and, if it has them, its officers, directors, employees and agents harmless from any claims, liabilities, losses and damages (including reasonable attorneys' fees and expenses) arising from any breach of any representation or warranty, or any failure to perform any covenant or agreement under this Agreement.

## **12. Disclaimer of Warranties**

THE WEBSITE AND THE SERVICES PROVIDED BY COMPANY ARE PROVIDED ON AN "AS IS" BASIS. TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, COMPANY MAKES NO OTHER REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, OR THAT THE WEBSITE WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, OR OPERATE WITHOUT ERROR.

## **13. Limitation of Liability**

COMPANY SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE TO FONTS OR MATERIAL SUBMITTED TO COMPANY. CONTRIBUTOR SHOULD MAINTAIN ITS

OWN BACKUP FILES FOR ANY FONTS SUBMITTED TO COMPANY. COMPANY'S MAXIMUM AGGREGATE LIABILITY (WHETHER IN TORT, NEGLIGENCE, CONTRACT, OR OTHERWISE) FOR ANY CLAIM ARISING UNDER THIS AGREEMENT, THE USE OF FONTS PROVIDED TO COMPANY OR THE USE OF THE WEBSITE, SHALL NOT EXCEED THE FEES PAID TO CONTRIBUTOR FOR THE FONTS THAT ARE THE SUBJECT MATTER OF ANY CLAIM. CONTRIBUTOR ACKNOWLEDGES THAT COMPANY WILL NOT BE RESPONSIBLE FOR THE MISUSE OF FONTS BY THIRD PARTIES.

NEITHER PARTY SHALL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER PARTY FOR INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR SPECIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, EVEN IF SUCH PARTY HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

SOME JURISDICTIONS DO NOT ALLOW FOR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO CONTRIBUTOR.

#### **14. General Provisions.**

14.1 Confidentiality Obligation. During the term of this Agreement and for as long after its expiration or termination as either party possesses any Confidential Information, each party agrees to not disclose any Confidential Information of the other party to any third party or use any of the Confidential Information except as necessary to perform that party's obligations under this Agreement. Confidential Information includes, but is not limited to, information concerning marketing plans, financial results, pricing schedules, product lines, product plans, proprietary technology, research information, practices, trade secrets, and any and all other information as deemed confidential by the disclosing party which is not generally known to the public. Confidential Information shall not include information that, at the time of disclosure:

- a) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this section 14.1 by Licensor;
- b) is or becomes available to Licensor on a non-confidential basis from a third party, provided that such third party is not and was not prohibited from disclosing such Confidential Information; or
- c) was known by or in the possession of Licensor prior to being disclosed by or on behalf of Company.

14.2 Licensor may disclose Company's Confidential Information if it is required to be disclosed by law, including pursuant to the terms of a court order; provided that Licensor has given Company prior written notice of such disclosure and an opportunity to contest such disclosure and to seek a protective order or other remedy. Licensor shall:

- a) protect and safeguard Company's Confidential Information with at least the same degree of care as Licensor would protect its own Confidential

Information, but in no event with less than a commercially reasonable degree of care;

- b) not use Company's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and
- c) not disclose any such Confidential Information to any third party, except to Licensor's officers, employees, consultants, accountants, and legal advisors who are bound by written confidentiality obligations and have a need to know the Confidential Information to assist Licensor, or act on its behalf, to exercise its rights or perform its obligations under this Agreement.

- 14.3 Binding Agreement; Assignments. This Agreement shall be binding upon and shall inure to the benefit of the parties' heirs, executors, administrators, successors, and permitted assigns. This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by Licensor, but may be assigned by Company without restriction. Any attempted transfer or assignment in violation of this Agreement shall be null and void.
- 14.4 Relationship of the Parties. The relationship of the parties is that of independent contractors and nothing in this Agreement will constitute the relationship of an employer and employee, a principal-agent, partnership or a joint venture between Company and the Licensor. Licensor is responsible for obtaining and maintaining all applicable business licenses and insurance, and for timely payment of all income, payroll, and employment-related taxes, including without limitation, all unemployment, workers compensation, income tax withholding, social security, and any other taxes of any nature.
- 14.5 Notices. Company may provide notifications, whether such notifications are required by law or are for marketing or other business related purposes, to Licensor via email notice, written or hard copy notice, or through posting of such notice on the Website, as determined by Company in its sole discretion. Company reserves the right to determine the form and means of providing notifications to Customer, provided that Customer may opt out of certain means of notification as described in this Agreement. Company is not responsible for any automatic filtering Customer or Customer's network provider may apply to email notifications Company sends to the email address Licensor provides.
- 14.6 Controlling Law. This Agreement shall be interpreted in accordance with the Laws of New South Wales, Australia without regards to laws regarding conflicts of law. The parties agree to submit to the exclusive jurisdiction to the federal or state courts located in the State of New South Wales, Australia.
- 14.7 Severability. In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law, or so held by applicable court decision, such enforceability or invalidity shall not render this Agreement unenforceable or invalid as

a whole, and in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such provision.

- 14.8 Waiver. No express or implied waiver by either party of any provision of this Agreement or of any breach or default of the other party shall constitute a continuing waiver, and no waiver by either party shall prevent such party from enforcing any and all other provisions of this Agreement or from acting upon the same or any subsequent breach or default of the other party.
- 14.9 Entire Agreement. This Agreement incorporates the entire understanding of the parties concerning the subject matter contained herein and merges all prior and contemporaneous communications. No action of Company, other than the express or written waiver or amendment, may be construed as a waiver or amendment of this Agreement.
- 14.10 Modification. This Agreement may not be modified, varied or amended, except in writing signed by an authorized representative of each party.
- 14.11 Counterparts; PDF Signatures. This Agreement may be executed in one or more counterparts which, taken together, shall constitute one and the same instrument, and this Agreement shall become effective when one or more counterparts have been signed by each of the Parties. Signatures may be exchanged by PDF via e-mail and each party to this Agreement agrees that it will be bound by its own PDF signature and that it accepts the PDF signature of the other party to this Agreement.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

## Schedule A

Fonts:

gk\_contract\_description\_gk