

By installing or using the Software the Licensee fully agrees to the following licence terms, in addition to the general terms and conditions.

Licensor:
Manuel Roßner
Mainzer Str. 22
D-10247 Berlin

§ 1 Object of the contract

(1) The HIGHTYPE 3D-FONT consist of machine-readable data in terms of a 3D model of a font applicable for 3D renderings, videos and pictures including but not limited to the usage as a 3D for browsers. The requirements of the computer system and software versions needed to process the data are described on the website allowing the download of HIGHTYPE 3D-FONT. The licensor assumes but can not guarantee full technical functionality of the HIGHTYPE 3D-FONT on future versions of the hardware or software. The licensor is therefore not obliged to provide the licensor with possible Updates to ensure usability on subsequent versions.

(2) The licensor grants the Licensee (subject to payment of the applicable license fee and to continuous compliance with all the provisions hereinafter) the non-exclusive, non-sublicensable, and non-assignable right to use the HIGHTYPE 3D-FONT in the manner specified in the text below. Claims that go beyond the rights of use named and specified in the present agreement will not be recognised. The use of the 3D font for a purpose other than as licensed herein is not permitted. The licensor is the sole and exclusive owner of all rights to the data. Especially, sublicensing, lending and/or distributing the data to any third party is considered an unlawful action on the part of the Licensee.

(3) The scope of rights is determined by the stipulations set by the licence agreement between the licensor and the licensee in connection with the legal download of the data.

(4) Restriction of use as a 3D FONT

(a) The HIGHTYPE 3D-FONT may only be used on the permitted number of terminal devices and websites in a machine-readable way to display text on a website in terms of a static implementation. This includes the permission to implement the HIGHTYPE 3D-FONT into WebGL- od Javascript 3D animations. Also, it may only be used in machine-readable form for displaying text on the website by way of static integration including the permission of integration into Flash representation, which does not allow users of the website to customise or enter text or use the Font-Data in any other way for the purpose of displaying own content. The usage as a 2D font is prohibited. Unless otherwise agreed upon, the use is limited to a single website (only one URL) with up to five subpages. Th toll amount got webpages of websites on which the HIGHTYPE 3D-FONT may be used shows on the invoice of the purchase of the font. The licensor can set additional condition for the licensing of the HIGHTYPE 3D-FONT such as the disclosure of websites the HIGHTYPE 3D-FONT is intended to be used on.

(b) The HIGHTYPE 3D-FONT may be installed, saved, and run as a whole or in part solely on one computer system in accordance with and without alteration of the file format used. In case the procession the HIGHTYPE 3D-FONT data is performed from severals work stations granting excess to one storage medium or a system of storage mediums, the numerical extent of the license is determined by the work stations having access to the system of the storage medium.

(c) It is only permissible to use the HIGHTYPE 3D-FONT for the purpose of hosting a website on one's own. Hosting by third parties such as agencies, web designers or any other third parties, which store and install the HIGHTYPE 3D-FONT for the purpose of using it for the benefit of the Licensee, requires notification to and approval by licensor. Approval is granted on a regular basis but may, however, be denied without justification in special cases.

(d) One copy of the HIGHTYPE 3D-FONT may be made to be used exclusively for security and archiving purposes, provided that such copy carries a comprehensive copyright notice together with all additional references to the rights of the Licensor to the HIGHTYPE 3D-FONT and the designation of the original version. In the event that the Software is an update or an additional module for an already licensed system, instrument or facility the Licensee may make only as many copies as previously authorised by the Licensor.

(5) The Licensee may neither alter the HIGHTYPE 3D-FONT or components thereof in any form (such as modification, adaption, translation or second-hand versions), nor decompile the HIGHTYPE 3D-FONT components thereof, or reverse-engineer or disassemble the HIGHTYPE 3D-FONT or components thereof or translate the HIGHTYPE 3D-FONT in any other way into a form that is legible by persons. It is not permitted to pass on or to otherwise make the HIGHTYPE 3D-FONT or components thereof available to third parties without prior written consent of the Licensor. The removal, alteration or obscuring of any proprietary notices, labels or marks of the Software is strictly prohibited. The Licensee may not use any equipment, device, software or any other means to avoid or remove utilisation and copy restrictions or to activate functions previously deactivated by the licensor.

(6) The HIGHTYPE 3D-FONT may include a special programme, which regulates and supervises the number of simultaneous users of the HIGHTYPE 3D-FONT in one network environment and the number of licensed copies of the data with exception of the backup copy (the "Special Programm"). Hereby the Licensee consents to the inclusion and the use of such Special Programm and to the use of other securing devices in connection with the Software. The Licensee is prohibited from circumventing, reverse-engineering or copying such Special Programme or any other securing devices. For installation and access to the Software and its permanent use an authorisation code may be required. The Licensee agrees to maintain and update the registration information by means of the registration procedure for customer data as provided by the licensor. The activation safety mechanisms may deactivate the data if the Licensee uses the HIGHTYPE 3D-FONT without permission or authorisation. With the aid of this Software the computer system may automatically access the internet and connect with the licensor or contact third parties that are engaged in the development or validation of the data, respectively.

(7) The licensor is authorised to update or revise the design or content of the product at any time. All license terms also apply to updated or revised products.

§ 2 Consent to the use of personal data

The licensor respects data protection. The Licensee agrees to the collection of non-personal data for purposes of identifying application software and operating system. Data collection serves the single purpose of product improvement, guaranteeing warranty and liability for the functionality of the service, monitoring the contractual use of the product, and collecting statistical data.

§ 3 Liability and warranty

(1) The Licensor guarantees that the product has been tested and that it has all the functions of a font. However, the Licensor does not warrant the product's suitability with regards to the Licensee's specific purpose. The Software is licensed in its current version and with its current characteristics.

(2) The licensor is liable to the Licensee only in accordance with this contract and the general terms and conditions. All other and further claims do not apply (particularly in regards to data loss), unless they are based on culpable negligence or intent. The Licensee is advised to backup all his programmes and data before downloading the HIGHTYPE 3D-FONT.

(3) The appeal to software defects is ruled out in case the Licensee fails to make the HIGHTYPE 3D-FONT update provided by and offered to download online by the licensor and if through the software update the defect could have been avoided.

§ 4 Property rights/Liability of Licensee

(1) With acceptance of the license terms the Licensee fully acknowledges the property rights associated with the product and commits itself to the preservations of these rights. Main parts of these property rights are copyrights, patents, trademarks, and trade secrets.

(2) The Licensee will take all reasonable steps to prevent any unauthorised use, reproduction, sale or publication of the Software or the unauthorised provision of access thereto. The Licensee will reimburse the Licensor for any loss, damage, claims, and expenses such as reasonable expenses for prosecution, which may be caused by a violation of the Licensor's rights by the Licensee, a breach of the license agreement by the Licensee or the use of the Software in a manner, which is not in accordance with the license agreement and thus indemnifies the Licensor in this respect.

§ 5 Contract period and termination

(1) The license agreement is effective once the Licensee has agreed to the provisions of the contract and it remains to be so during the period specified in the purchase order.

(2) In addition to other termination rights under this license agreement, each party is entitled to terminate the license contract at any time with immediate effect if the other party commits a material breach of a contractual obligation. In particular, the licensor is entitled to terminate the contract without notice in case of one or more infringements against the aforementioned license agreement. The termination of the contract leads to a withdrawal of the Licensee's rights to use the Software.

§ 6 Import, Export and use of the HIGHTYPE 3D-FONT

The Licensee has the sole responsibility to ensure that the relevant laws and regulations with respect to its rights to import, export, and use the HIGHTYPE 3D-FONT are adhered to.

§ 7 Final provisions

(1) Supplementary agreements must be made in writing. The present license agreement represents the entire agreement between the licensor and the Licensee with regards to the use of the HIGHTYPE 3D-FONT.

(2) If a provision of this contract is deemed invalid, the validity of the other provisions shall not be affected. In such a case, instead of the invalid provision another provision shall take its place with initial effect, which corresponds to the intended meaning and purpose of all parties and is viable in terms of its content.

(3) The place of jurisdiction for all disputes arising from this contract is Frankfurt am Main if the Licensee is a businessman, or if the Licensee has no general place of jurisdiction in the Federal Republic of Germany or if the Licensee is a juristic person under public law. The licensor is also entitled to take proceedings at any other permissible location.

(4) The laws of the Federal Republic of Germany shall apply with exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).