



## **End User License Agreement for**

**“Show Stems Pro” or “Show Stems Pro 3” plugin, following referred to as  
{{plugin}}  
for GlyphsApp**

This End User License Agreement (further referred to as the “Agreement”, “EULA,” “License,” or “License Agreement”) is a legal agreement between a licensee (“You”) and Mark Frömberg. By downloading and/or installing, copying, or using the Software, you agree the terms of this Agreement. If You do not agree to these terms, do not purchase this License, or download, or install, or use the Software.

### **Software**

The software is digital data for editing digital typefaces, i.e. fonts. The software is the valuable and by copyright protected property of Mark Frömberg.

The software contains protected information and trade secrets, not meant for publicity and to be treated strictly confidentially and not to be turned into a generally readable form. The software is provided 'as is'.

### **Preamble**

The customer is to acquire standard software from the vendor in order to use the same for the design of fonts. The installation of the software is tantamount to acceptance by the customer of this licensing agreement. The object of the Agreement is the installation and use of the software on up to two (2) personal computers owned and used by the customer, as stated in your order. A supplementary license from Mark Frömberg is needed for other modules or for a larger environment.

### **§ 1 Object of the Contract**

1. The object of this Agreement is the permanent transfer of the {{plugin}} computer program in object code form and granting of the rights of use thereof described in § 2.

2. Installation and configuration services are not objects of this Agreement.

### **§ 2 Grant of license**

Upon payment in full, Mark Frömberg grants You a non-exclusive and terminable License to use the Software and the designs created by the Software but your use must be in accordance with the terms and conditions of this Agreement.

1. The customer receives a non-exclusive, non-assignable, perpetual, limited user right to use the licensed software. Two alternative types of use are permitted:

- per license, any number of individuals may use the licensed software on one computer or
- one individual only may use the licensed software on any number of computers.

Changing the type of use is not permitted. The permitted use includes the installation of the licensed software, the upload into the working memory, and the intended use by the customer. In addition to desktop workstations and laptops, for the purposes of this agreement a computer is also defined as a netbook, smartphone, tablet, PDA or similar end user device.

2. The customer does not have the right to alter, translate or rent out the acquired contract software or to sublicense it in any form, to publicly reproduce or make it accessible to the public using either wireless or wire-based technology or to make it available for use to third parties, either in return for remuneration or free of charge, e.g. by means of application service providing or in the form of “software as a service”.

3. Two Back-ups. You are permitted to make two (2) back-up copies of the Software. Unauthorised copying, creating derivative works, sharing, lending, renting, sale, or other unauthorised use is not permitted. Unless the law of your country states otherwise, You are not permitted to decompile, reverse engineer, disassemble, modify, alter or change the Software or the associated embedding bits.

4. Should the customer use the contract software in such a way as to exceed the scope of the acquired rights of use either qualitatively (in respect of the manner of use permitted) or quantitatively (in respect of the number of licenses acquired), it shall without delay acquire the associated necessary extra rights of use.

### **§ 3 No Other Rights**

Mark Frömberg retains title and ownership to the software, regardless of the form or media in or on which the original and other copies may exist. This means also that all rights to the software, in digital and in analog form, including but not limited to the intellectual property rights, copyright and rights to trademark remain with Mark Frömberg.

### **§ 4 Warranty**

1. The vendor warrants the agreed composition and the use by the customer of the contract software without infringement of the rights of third parties.

2. If the customer is an entrepreneur, it shall test the contract software immediately upon receipt thereof for obvious defects and inform the vendor promptly of the same; if it fails to do so, warranty for these defects will be excluded. The same will apply mutatis mutandis if such a defect becomes apparent at a later date. § 377 of the German Commercial Code (HGB) applies.

3. If the customer is an entrepreneur, the vendor is, in the event of a material defect, initially entitled to render supplementary performance, i.e. it has the right to choose between rectification of the defect and replacement of the product. In the context of replacement, the customer shall where applicable accept a new version of the software unless to do so would lead to unreasonable restrictions of use. In the event of defects of title, the vendor will have the choice between ensuring that the customer is granted legally sound rights of use and making alterations to the same in order to ensure that no further infringement of the rights of third parties takes place.

4. The vendor will also be deemed to have fulfilled its obligation to rectification of defects if it has made available for download on its homepage updates provided with automatic installation routines and offered the customer e-mail support in the solution of any installation problems that may occur.

5. In the event that measures to rectify the defect or provide a replacement have twice resulted in failure, the right of the customer to choose between reducing the purchase price and withdrawing from the Agreement will remain unaffected. No right of withdrawal exists in the event of insignificant defects. In the event that the customer should seek to enforce claims of compensation for damages or compensation for significant expenditure, the vendor will be liable pursuant to § 4.

6. If the customer is a consumer, statutory warranty provisions apply without restriction.

## **§ 5 Liability**

1. The vendor will be liable without limitation

- Pursuant to the provisions of the German Product Liability Act (Produkthaftungsgesetz) and
- To the extent of the applicability of a warranty taken over from the vendor.

2. In the event of the slightly negligent violation of an obligation essential to the fulfilment of the purpose of the Agreement (cardinal obligation), the liability of the vendor will be limited in amount to the level of predictable damage typical of the business in question.

3. There will be no further liability on the part of the vendor.

4. The limitation of liability mentioned above applies also to the personal liability of co-workers, representatives and organs of the vendor.

## **§ 6 Revocation of Warranties**

Mark Frömberg will, at its sole discretion, either replace the Software or refund the Licensing fee in the event the Software does not perform substantially in accordance with the Documentation provided that any such

claim is submitted within thirty (30) days of purchase of this License. To submit a claim, you must return a copy of your sales receipt. You expressly acknowledge and agree that use of the Software is at your sole risk. The Software and related documentation are provided "as is" and, except as noted herein, is without warranty of any kind and Mark Frömberg and its affiliated companies Mark Frömberg hereby expressly disclaims all warranties, express and implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Mark Frömberg does not represent or warrant that the operation of the Software will be uninterrupted or error-free, or that the Software is without defects.

The Software is not fault-tolerant and is not intended and was not designed or manufactured for use in any circumstances where fail-safe operation may be required. the Software may not be used in manufacturing, navigation, and process control equipment or in any other circumstances where the use or failure of the Software could lead to death, personal injury, property damage or severe physical or environmental damage. Under no circumstances shall Mark Frömberg be liable to you or any other party, whether in contract or tort (including negligence) or otherwise, for any special, consequential, or incidental damages, including lost profits, savings or business interruption as a result of the use of the Software even if notified in advance of such possibility. In no event shall any liability of Mark Frömberg exceed the purchase price of the License to the Software or replacement of the Software, either at Mark Frömberg's sole discretion.

#### Special information

Your right of revocation will expire prematurely if the contract has been fulfilled by both parties at your express request before you have exercised said right.

### **§ 7 Entire Agreement**

This Agreement constitutes the entire understanding between the parties and supersedes all previous agreements, promises, representations and negotiations between the parties.

### **§ 8 Miscellaneous**

1. Amendments and alterations to this Agreement must be made in writing. This applies also to changes to, or the waiving of, the written form clause. Electronic documents in text form do not fulfil the terms of the written form clause.
2. The General Terms and Conditions of the customer do not apply.
3. The contract software may be subject to (re-) export restrictions, e.g. imposed by the United States of America or the European Union. The customer shall observe these provisions in the event of resale or any other form of export.

4. This contract is subject exclusively to German law to the exclusion of the UN Convention on Contracts on the International Sale of Goods of 11.4.1980 – CISG.

5. The place of fulfilment is Berlin. The exclusive place of jurisdiction is Berlin unless each party is a merchant or legal person under the terms of public law or has no general legal domicile in Germany.

6. Should individual provisions of this Agreement be invalid, the validity of the remaining provisions will be unaffected. The contract parties shall make every effort to replace the invalid provision with that valid provision whose economic content most closely approximates to that of the invalid provision.

7. All the annexes named in this Agreement are binding and integral parts thereof.

8. The captions and numberings of the sections of this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the terms or provisions of this Agreement.

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Mark Frömberg  
September 2021