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2.2 Subject to the provisions in sub-sections 2.3 and 2.4 of this agreement, the following is prohibited: modifying the Font Software, merging it with other software programs, decompiling it, using modules from said software for one’s own developments or using technical solutions contained in the Font Software for purposes other than operation on the licensee's own computers.

2.3 Exceptions to subsection 2.2 are only permitted provided they are essential to obtaining the necessary information for establishing interoperability of the software with other programs, and provided this information is neither published nor accessible in any other form and if the licensee is unable to obtain said information from Elsner+Flake or its authorized distributors or appointed agents. In this case, the licensee shall inform Elsner+Flake in writing as to which portions of the software the licensee is decompiling.

2.4 Modifying the Font Software is prohibited, even in the event that it is necessary for fulfilling personal design requirements. Specifically, it is prohibited to change or modify the Font/Trademark Names used as identifying tags in the Font Software in any form or manner. If such changes or modifications become necessary, prior written consent has to be obtained from Elsner+Flake.

Warranty and Liability 3.1 Upon receipt of the Font Software by the licensee, Elsner+Flake grants a 90-day warranty guaranteeing that the Font Software is essentially free from material defect. To make a warranty claim, the licensee has to return the Font Software, including a copy of the sales receipt within the 90-day warranty period to the sales and distribution partner from which the licensee obtained it. Elsner+Flake will correct substantial malfunctions occurring during this warranty period provided that such malfunctions are reproducible and licensee gives immediate notice and sufficient description of such malfunctions to Elsner+Flake. Such corrections will generally be incorporated into new revisions of the Font-Software or, until the release of such new revisions, into temporary versions, at Elsner+Flake's discretion. The correction may also be achieved by delivery of new versions of the Font-Software (i.e. versions with additional functionality and/or enhanced performance) in which case the warranty does not

cover such additional functionality and performance. In the event that licensee should need new or modified hardware for the operation of such new versions, he/she may only return the Font-Software and his/her money will be refunded.

3.2 The foregoing states the entire liability and warranty of Elsner+Flake or its local distributor, and any claims in excess thereof, e.g. for idle time, shortfall of production, waste of material and any other direct, indirect, incidental or consequential damages are limited to actions of Elsner+Flake caused by gross negligence or intent.

General 4.1 The license granted hereunder shall automatically terminate, if licensee fails to comply with the terms and conditions hereof.

4.2 Upon termination of this EULA, licensee agrees to either return or to destroy and refrain from using the Font-Software, the media, copies and/ or any modified or merged portions thereof.

4.3 Licensee agrees to inform his/her employees or any other person having access to the Font-Software and copies thereof, at your premises of the terms and conditions of this EULA and to ensure that they shall strictly abide by these terms and conditions.

Final Provisions 5.1 This contract, including its attachments, which are a component of this contract, represents an agreement between the parties. Verbal collateral agreements do not exist. Any verbal agreements are only binding for Elsner+Flake if said verbal agreements have been acknowledged and confirmed in writing by Elsner+Flake.

5.2 Changes to this contract require written form. This also applies to changes to this written form clause.

5.3 Any and all disputes arising from, or in connection with, this contract as well as any dispute over the materialization of this contract are exclusively subject to the law of the Federal Republic of Germany. The rights and obligations of the parties arising from this contract are based on German law, even in the event that the exertion or breach of contractual rights takes place in a foreign country. Place of jurisdiction is Hamburg, Germany.

5.4 The invalidity or inoperativeness of one or more provisions of this contract does not affect the validity of the rest of the contract and the remaining other provisions shall thereby remain unaffected. An invalid provision shall be replaced by a provision that is permitted by law and which approaches the invalid provision and economic interests intended by the parties.

5.5 This agreement is not governed by the "United Nation Convention on Contracts for the International Sale of Goods (CISG)." Hamburg, April 1, 2008

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