Studio Feixen GmbH Löwenplatz 5 6004 Lucerne Switzerland

# 1. OWNERSHIP OF THE PRODUCT AND COPYRIGHT

- 1.1 This is an agreement between you (TKMS, ThyssenKrupp Marine Systems GmbH) and us (Studio Feixen GmbH).
- 1.2 By purchasing a license, you receive a perpetual, worldwide, non-exclusive, non-transferable, non-assignable license to use the fonts for the purposes specified in this agreement.
- 1.3 By purchasing a license, you receive the right to use the font(s) mentioned in the purchase agreement. All other rights remain the property of us.
- 1.4 By using our fonts, you agree to the terms of this agreement.
- 1.5 Do not use our fonts in any way if you do not accept this agreement.

#### 2. DESKTOP/WEB LICENSE

- 2.1 You are allowed to use the fonts within the scope mentioned in the purchase agreement.
- 2.2 You are allowed to install the fonts on your computers. You can use the fonts in desktop applications such as Photoshop, Illustrator, InDesign, etc.
- 2.3 You are allowed to create printed and digital documents, design objects, signage, or logos.
- 2.4 You are allowed to use the fonts on your websites, apps, social media campaigns, web ads, and newsletters.
  You can install the fonts on your server and embed them in your website or app (see also 5.5).

#### 3. 3RD PARTY LICENSE

- 3.1 You are allowed to share the fonts with third parties who work for you.
- 3.2 You cannot share the fonts with third parties who do not work for you or are not directly associated with you.
- 3.4 You are allowed to pass the fonts directly to third parties but you cannot make them publicly available in any way (see also 5.5).

# 4 PRODUCT/SOFTWARE INTEGRATION LICENSE

4.1. You are allowed to install the font on your products (digital products, operating systems, etc.) within the scope mentioned in the

## purchase agreement. 5. RESTRICTIONS

- 5.1 You cannot convert the fonts into other font formats.
- 5.2 You cannot modify, enhance, develop, reverse engineer, decompile, or disassemble the fonts.
- 5.3 You cannot create new fonts based on the design of our fonts.
- 5.4 You cannot share the fonts with third parties unless you hold a 3rd Party License.
- 5.5 You cannot make the fonts available for download on public servers.
- 5.6 You cannot pass on the fonts without attaching a copy of this agreement.

#### 6. WARRANTIES

- 6.1 For a period of thirty (30) days after delivery, we guarantee that the font software will function according to the specifications published on our website.
- 6.2 We do not guarantee that all features of our fonts will work perfectly on all applications. Font functionality may be limited depending on the choice of application. It is best to test your project with our trial fonts before purchase.
- 6.3 The warranty does not apply to fonts that have been converted, manipulated, or modified by the user.
- 6.4 We do not guarantee that the operation of the font software and the associated fonts will be error-free.

### 7. BREACH OF CONTRACT

7.1 In the event of a breach of contract, you have two weeks to resolve the situation. Otherwise, your license will be terminated.

## 8. TERMINATION

- 8.1 If you violate this agreement, all your rights will automatically terminate, and you must immediately cease using our fonts and delete all copies of the fonts, including archive files.
- 8.2 In the event of termination, you must cover all costs incurred by us, such as legal or investigation costs.

### 9. MISCELLANEOUS

9.1 This agreement contains the

entire agreement between us and supersedes all prior agreements or discussions.

## 10. GOVERNING LAW AND JURISDICTION

10.1 This agreement is governed exclusively by Swiss law and shall be construed accordingly. The place of performance and exclusive jurisdiction is the location of Studio Feixen GmbH, Lucerne, Switzerland. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.