

End User License Agreement for Kern On for Glyphs

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 two computers owned and used by the customer.

§ 1 Object of the Contract

1. The object of this Agreement is the permanent transfer of the "Kern On for Glyphs" computer program in object code form, including the associated user documentation ("contract software") 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 rights

1. The customer receives a non-exclusive, perpetual 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. The customer is entitled to permanently transfer the acquired copy of the contract software to a third party on condition that it also hands over the license certificate and documentation. In this case it shall completely desist from all use of the program, remove all installed copies of the program from its computers and delete or hand over to the vendor all copies stored on other data carriers unless there is a statutory obligation for it to keep them for a specific period. If required to do so by the seller, the purchaser shall provide written confirmation of the

complete execution of the abovementioned measures or, where applicable, present the former with its reasons for keeping the software for a longer period. Furthermore, the customer shall conclude an agreement with the third party containing an undertaking to expressly observe the scope of the rights granted pursuant to the present § 2 .

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 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 telephone 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.

§ 4 Liability

1. The vendor will be liable without limitation
 - In the event of premeditation or gross negligence,
 - For injuries to life, limb or health,
 - 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 fulfillment 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.

§ 5 Right of revocation

If you are a consumer, you have a right of revocation in accordance with this section. A "consumer" is defined pursuant to § 13 of the German Civil Code (BGB) as any natural person who concludes a legal transaction for a purpose which can be assigned to neither his commercial nor his freelance professional activities.

Instruction on right of revocation

Right of revocation

You may within 14 days and without any requirement to state reasons revoke your contractual statement in writing (e.g. by letter, fax, e-mail) The period of notice begins after receipt of this instruction in written form, not however before the conclusion of the Agreement and also not before the fulfillment of our duties of information pursuant to Article 246 § 2, in combination with § 1 (1) and (2) of the Introductory Law to the German Civil Code (EGBGB) and also not before the fulfillment of our duties pursuant to § 312g (1)(1) of the German Civil Code (BGB) in combination with article 246 § 3 EGBGB. The period of notice of revocation will be deemed to have been adhered to as long as the notice of revocation has been dispatched within said period.

The notice of revocation is to be sent to Just Another Foundry GmbH, Auweg 10g, 85748 Garching, Germany

Consequences of revocation

In the event of effective revocation, the services received by either party shall be returned and any benefits that may have been accrued (e.g. interest) shall be released. If you are unable to return the rendered service either in full or in part or only in deteriorated condition, you may be liable to pay compensation in this respect. This may consequently oblige you nonetheless to fulfill the contractual payment obligations for the period up to the revocation. Any obligations to

refund payments must be fulfilled within 30 days. The period of notice begins for you with the dispatch of your notice of revocation, for us with the receipt thereof.

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.

End of the instruction on revocation

§ 6 Miscellaneous

1. The customer may transfer to third parties claims against the vendor only with the prior written consent of the same.
2. The customer may set off only undisputed or res judicata claims.
3. 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 fulfill the terms of the written form clause.
4. The General Terms and Conditions of the customer do not apply.
5. 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.
6. 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.
7. The place of fulfillment 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.
8. 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.
9. All the annexes named in this Agreement are binding and integral parts thereof.

Just Another Foundry GmbH
Auweg 10g
85748 Garching
Germany

June 2021