



August, 7th, 2020

General Terms and Conditions of Aixterior

Aixterior is a online service offering a library of digital assets like photogrammetry scanned 3D objects, photogrammetry scanned materials, textures, plant atlases, 3D plants, HDR-Skies and the like. The website is owned and operated by Aixsponza GmbH.

1. Scope

1.1. These General Terms and Conditions (hereinafter referred to as "GTC") apply between us, the Aixsponza GmbH, Feilitzschstraße 14, 80802 Munich, Germany („We“), and you as a customer ("you") for the download and use of digital products, such as 3D models, textures, images, HDR-images, brushes and setup files ("Aixterior Assets") in our online shop „Aixterior“, accessible under the web addresses [<https://www.aixterior.com>].

1.2. The General Terms and Conditions apply in the version valid at the time of the respective conclusion of the contract.

1.3. Our services are exclusively addressed to businesses (§ 14 para. 1 Bürgerliches Gesetzbuch "BGB" – German Civil Code). We do not conclude contracts with consumers (§ 13 BGB).

1.4. We may amend these GTC at any time with a notice period of six (6) weeks by notifying you in writing (e.g. by e-mail). You may object to such a change within four (4) weeks of receipt of the notification of change in text form, otherwise the change shall be deemed to have been approved by you. We will refer to the effect of approval in our notification of change.

2. Subject Matter of the Contract and Delimitation

2.1. Aixterior offers you the possibility to obtain rights of use ("Licenses") for digital products, such as 3D models, textures, images, HDR-images, brushes and setup files ("Aixterior Assets") for use in your own digital end products.

2.2. In order to obtain licences from Aixterior, you must first acquire "credits" against payment. Credits represent the right you have acquired to download Aixterior assets from Aixterior for a fee and to receive the corresponding rights of use. You will enter into a separate agreement for the purchase of Credits with [Paddle.com Market Ltd, 15 Briery Close, Great Oakley, Corby, NN18 8JG, Northamptonshire, United Kingdom, VAT Number: GB 150 8481 4, Company Number 08172165]. ("Paddle"). We are not your contractual partner with respect to the purchase and redemption of Credits, but only with respect to the transfer of licenses to Aixterior Assets and the associated use of Aixterior as described in Section 2.1 of these Terms and Conditions.

2.3. We may at any time make changes to the content or functionality of Aixterior that are reasonably acceptable to you, taking into account your interests. We may adapt the portfolio of Aixterior Assets offered by Aixterior at any time. We are also entitled to have parts or all of our services provided by third parties, especially subcontractors.



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2.4. It is your obligation to create and maintain the conditions in your own premises in order to be able to use Aixterior (e.g. with regard to the use of current browsers, Internet access with sufficient bandwidth). Information on this can be found in our FAQ.

3. Conclusion of Contract and Order Process

3.1. We conclude a user contract with you when, after you have logged in or registered on Aixterior (e.g. by entering your e-mail address and password of your choice), received a registration confirmation (e.g. by e-mail) and completed your registration (e.g. by clicking on a confirmation link), you receive confirmation from us that the user contract has been concluded, thus enabling you to the use of Aixterior and to obtain credits according to section 2.2 of these GTC. We will immediately confirm the registration and the conclusion of the user contract to you electronically.

3.2. Contracts with us shall be concluded exclusively in the English language.

3.3. You agree to keep accurate books and records related to your use of Aixterior and Aixterior Assets, including without limitation financial documents confirming your eligibility for any particular license level. We may conduct reasonable audits of those books and records. Audits will be conducted during business hours on reasonable prior notice to you. If you have exceeded the scope of your license, you will be responsible for the cost of the audit, and you will need new Credit Packs to continue using Aixterior.

3.4. You may use the Credits acquired from Paddle according to section 2.2 of these GTC in your user account during their validity to purchase licenses for a certain number of Aixterior Assets. Each individual Aixterior Asset is assigned a certain amount of Credits. Upon completion of the purchase of the respective licenses, the corresponding Credits will be deducted from your credit balance. We accept credits purchased hereunder for a period of three (3) years from the date of purchase.

3.5. You can identify and correct any input errors in the respective input mask. In addition, you can correct any errors in your company data at any time later in your account.

3.6. The presentation of Aixterior Assets at Aixterior does not constitute a legally binding offer, but an invitation to order. Errors excepted.

3.7. If you have purchased credits from Paddle according to section 2.2 of these GTC, these will be automatically added to your account. To purchase an asset, select it on the "Browse" page, you must be logged in on Aixterior. Now you can select which asset components you want to download and which resolution you need via "Download Settings" and "Resolution", then select "Purchase" to purchase an Aixterior Asset. In a modal dialog you will now be informed about the cost of the asset in credits and confirm the transaction. Now the asset components you have selected will be packed into a .zip archive by our server. This process may take some time. Once this process is complete, you can download the asset by clicking the "Download" button. In addition, the asset will now appear in your personal area "My Assets" where you can download it in the future.



4. Rights of use

4.1. During the term of the User Agreement, we grant you the non-exclusive, non-transferable and non-sublicensable right to use Aixterior remotely on our systems as intended.

4.2. We grant you the following rights of use to the Aixterior Assets acquired in Aixterior:

4.2.1. The scope of the rights of use (as well as the prices for the purchase of credits according to section 2.2 of these GTC) is based on the size and turnover of your company ("license levels"). We differentiate between the following license levels (whose designation in Aixterior may differ):

4.2.1.1. License level 1: You are a single entrepreneur (i.e. you have no employees or freelancers) with an annual turnover of less than USD 100,000.00.

4.2.1.2. License level 2: You are a company with up to 10 employees (salaried or freelance) who use the Aixterior Assets for their work. Their annual turnover is less than USD 2,000,000.00.

4.2.1.3. License Level 3: You are a larger company in terms of number of employees or annual turnover than in level 2.

4.2.2. Irrespective of your license level, by ordering an Aixterior Asset, we grant you the non-exclusive right to use this Aixterior Asset for an unlimited period of time and without territorial restrictions. This right is neither transferable nor sublicensable.

4.2.3. Irrespective of your license level, the right of use pursuant to Section 4.2.2 is limited in terms of content as follows: You may incorporate the Aixterior Assets into your own digital works (e.g. images/animations within video games) for your own non-commercial and commercial purposes. Within the scope of such integration, editing of Aixterior Assets is also possible and permitted. You may only distribute the Aixterior Assets as part of your own digital works; distribution of independent objects or as a pure bundle of your own objects without your own creative output is not permitted.

4.2.4. The following further content restrictions of the right of use result from your license level:

4.2.4.1. License level 1: You may use the Aixterior Assets only for digital works that you develop yourself and alone. You may only store the Aixterior Assets on your own client PCs and not on a server.

4.2.4.2. License level 2: Up to 10 of your employees (employees or freelancers) may use Aixterior and the Aixterior Assets. These employees are allowed to store the Aixterior Assets on their client PCs; additionally, hosting on a server of your company at one location is allowed.

4.2.4.3. License Level 3: Compared to License Level 2, there are no restrictions on the number of employees, servers or locations on which you may host Aixterior Assets.

4.2.5. You are not entitled to use Aixterior and the Aixterior Assets beyond the permitted use according to these Terms and Conditions or to have them used by third parties or to make them available to third parties. In particular, you may not rent, lend, sell, sublicense, lease, assign or transfer Aixterior and the Aixterior Assets themselves or the rights thereto to third



parties, nor may you copy Aixterior and the Aixterior Assets, nor may you authorize copying, either in part or in whole, except as expressly permitted herein. Reverse engineering of Aixterior and Aixterior Assets is only permitted in the cases stated by law. Users are not considered third parties in the sense of this regulation.

4.2.6 Further explanations on licensing and the scope of the rights of use can be found on this page: [URL zum Lizenzmodell]. In case of contradictions between the explanations and these GTC, the GTC take precedence.

5. Warranty

5.1. We warrant that the Aixterior Assets and Licenses are free from material defects and defects of title at the time of transfer of risk.

5.2. In the event of a defect, you may, at your option, demand the removal of the defect or the delivery of a defect-free Aixterior Asset. We may refuse the type of supplementary performance you have chosen if it is only possible at disproportionate cost. If the supplementary performance fails twice, you can basically demand, at your choice, a reduction of the price (abatement) or cancellation of the purchase (withdrawal) as well as compensation for damages. In the case of only minor defects you are not entitled to a right of withdrawal.

5.3. With regard to any claims for damages due to defects of the Aixterior Assets and licenses, the statutory provisions shall apply.

6. Liability

We shall only be liable for damages other than those resulting from injury to life, body and health if these damages are due to deliberate or grossly negligent action or culpable breach of a material contractual obligation by us or our vicarious agents. An essential contractual obligation is an obligation whose fulfilment makes the proper execution of the contract possible in the first place and on whose compliance the buyer may regularly rely. Any further liability for damages is excluded. Claims arising from a guarantee given by us for the quality of the licensed object and the Produkthaftungsgesetz (German Product Liability Act) remain unaffected by this.

7. Privacy

We comply with the data protection laws applicable to us. Please note our Privacy Policy

8. Duration and Termination

8.1. The user contract as a framework relationship between you and us is concluded for an unlimited period. Both parties can terminate the contract of use with a notice period of one day to the end of the following day. The right to extraordinary termination for good reason remains unaffected. Terminations of the contract of use must be made in text form.

8.2. If we terminate the user contract, we shall arrange to have Paddle reimburse you the equivalent value of any Credit Packs already purchased and not redeemed / expired.



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8.3. The data you have provided and the customer profile or customer account you have created will be deleted by us upon termination of the User Agreement; in the event of termination by us, you will have the opportunity to view and, if necessary, export (as Excel, CSV or PDF file, depending on the data record) your customer data stored in Aixterior for at least two (2) weeks. If we are entitled not to delete data for legal or other reasons, we may alternatively block it; we will delete the data once we are no longer entitled to do so.

9. Miscellaneous

9.1. German law shall apply to the legal relationships between us and to the respective Terms and Conditions. The application of the UN Convention on Contracts for the International Sale of Goods of 11.04.1988 is excluded.

9.2. The customer has no right of set-off or retention unless the claim is undisputed or has been declared legally binding by a court.

9.3. The online shop operated by us and its entire content, in particular texts, photos, images, graphics, illustrations and any software, as well as all trademarks, patents, designs are protected against unauthorized use by intellectual property rights, in particular copyrights, name and image rights, trademarks, patents or designs in force. Any use other than the selection and acquisition of licenses for Aixterior Assets requires prior written consent from us or, if the respective rights are not owned by us, from the owner of the rights.

9.4. Exclusive place of jurisdiction is Munich, Germany, or another legal venue of our choice.