

Licence Agreement for the use of digital products

This licence agreement is effective as soon as the contract for purchase is confirmed by the customer in the checkout process. This licence is set between:

Licensor: Mortian / Markus Ortenburger, Johann-Clanze-Str. 19, 81369, München, Germany

and

Licensee: You, the customer

§1 The parties agree to the following terms:

The Licensor grants the Licensee a non-exclusive licence to print physical copies based on the 3D files provided. The Licensor is the creator (§7 UrhG) retains all title and ownership of the work (§ 2 Abs. 1 Nr 7 UrhG) and derivative works will be assigned to Licensor by Licensee. Licensee may not sub-license, sell or transfer this license without express written permission from Licensor.

§2 Duration and Transfer of the licence:

All licences are lifetime licences.

No licence must be transferred to a third party.

The Licensor is allowed to transfer the IP to a new Licensor. This contract stays binding towards the new Licensor.

§3 Indemnification:

Licensee shall fully indemnify, defend and hold harmless the Licensor from and against any and all claims, losses, damages, expenses, and liability, including without limitation, suits arising from offering, promoting, advertising, sale, or use by Licensee, or any of its authorized sub-licensees, of the Authored Work, whether or not such use conforms to standards set by Licensor.

§4 Relationship:

The Licensee is acting independently from Licensor in relation to the performance of marketplace services. Nothing herein shall create any relationship beyond licensor and licensee between the parties. Licensee is expressly neither an employee of, nor an independent contractor of, Licensor.

§5 Cost of the Licences:

The Licensee has to pay a fee to the Licensor. The fee is paid by paying the invoice sent from the Mortian webshop. The payment of the fee is mandatory as soon as the contract is completed.

§6 The licence allows the Licensee the following actions:

	Single Licence	Commercial Manufacturer	Free to share Licence
1	No	No	*
2	No	No	No
3	Yes	Yes	Yes
4	Yes	Yes	Yes
5	No	Yes	Yes
6	No	No	No
7	Yes		Yes
8	**	**	**
9	No	Yes	Yes
10	Yes	Yes	Yes

* Allowed on Social Media, Torrents and/or Cloud services. Maximum of 2.000 persons within the country of the Licensee.

** Yes, if the modification is so substantial that a new unique product is created.

§7 Fine for breaking the agreement:

If the Licensee breaks this agreement (for example by sharing the files or using them in a commercial manner without owning the commercial licence) a minimum contractual penalty of 5.000,00€ has to be paid to the Licensor.

The licensor keeps the right to claim further compensation:

For single licences:

For sharing the files with a third party a contract penalty of 500,00 € each has to be paid.
For selling the files a contract penalty of 800,00€ each has to be paid.

For selling 3d printed copies fully or partially based on the files a penalty of 300,00€ each has to be paid.

For commercial licences:

For sharing the files with a third party a contract penalty of 5000,00 € each has to be paid.

For selling the files a contract penalty of 8000,00€ each has to be paid.

For free to share licences:

For sharing the files with the 2001st person or sharing the files outside the country a contract penalty of 5000,00 € each has to be paid.

For selling the files a contract penalty of 8000,00€ each has to be paid.

§8 Identification of print files

All files contain a personalized watermark which allows the Licensor to identify the Licensee. To do so the Licensor is allowed to store personal data like the name, address and payment details. These data is not shared with 3rd parties and is only used to identify the buyer.

§9 Notice:

Any change or amendment of this agreement must be done in written form.

§10 Applicable Law:

This agreement should be governed by the laws of Germany.

§11 Severability:

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

Munich, 18.07.2022