

FIXTURE SERVICE – TERMS AND CONDITIONS

The Synchronorm Depence Software requires a so called “fixture-library”. These library files contain all necessary information to simulate and control a specific DMX fixture using Depence. Synchronorm provides a public “fixture-library”, which gets shipped with the software. This library will be frequently updated with fixtures of all known manufacturers.

1. Required technical resources

In order to create the fixtures as realistic as possible, Synchronorm requires as much as technical details about the product as possible like:

- CAD Drawings and/or low poly 3D-Models
 - Low poly models ~2000 polygons
 - CAD drawings including dimensions
- Pictures and/or Videos of the Fixture
 - in case of water & SpecialFX features
 - to match used materials
- Technical Documentation
 - Unique fixture naming and description
 - Fluid characteristics for fountains (flow/height)
 - Photometrical details for lights
- IES if available
- Beam/Field Angle & Intensity
- Color Temperature
- DMX-Sheets
 - Clear definition for each DMX channel and value ranges
 - Correct naming and functionality explanation

Providing all information in a sorted form, helps to speed up the process.

2. Free of charge Service

2.1 Definition of Service

Synchronorm offers a free of charge service for all Synchronorm Depence license owners to create and provide manufacturer specific Fixture definition files on demand. This service is limited to Fixtures that must be known and available to the public for purchase. Custom- or customized Fixtures are not provided for free.

Please mind keeping your fixture requests in a reasonable scope and avoid overloaded requests or spam. Otherwise, Synchronorm can unfortunately not guarantee the timely delivery of fixtures.

Fixtures from publicly available product catalogs are usually included in the free service. Exceptions are requests from manufacturers. Synchronorm can only process fixture requests free of charge, which have not been sent in by the manufacturer of the same. Requests from the manufacturer will be charged and treated as a special fixture request. In this way we guarantee a fair and punctual handling of all fixture requests.

2.2 Copyright and ownership

All resulting fixture files are property and under copyright of Synchronorm GmbH. All fixtures, provided by the free-service of Synchronorm, will be publicly available for all Depence users through the asset cloud.

3. Exclusive Fixture Service

3.1 Definition of Service

Additional to the free-service, Syncronorm offers an exclusive fixture service with the following options:

- fixture files remain private and will not be shared in the public library (This can be only ensured if the requester is the manufacturer)
- high priority fixture service
- custom or customized fixtures

3.2. Service fees

Depending on the complexity of the fixture and the quality of its resources, the exclusive fixture service will be charged on an hourly rate. For more information and an specific offer please contact our sales team at info@syncronorm.com

4. Production time and feasibility

Depending on the amount of the requested fixtures, provided data, current workload and manpower, Syncronorm may need several days or weeks to provide requested fixtures. Syncronorm does not assure any deadlines or even the feasibility of specific fixture types.

5. Warranty & Responsibilities

In their implementation all resulting fixture profiles created by Syncronorm may differ from the actual products regarding all their original functions and characteristics. Syncronorm is not responsible for any potential copyright and/or patent law violation between manufacturers added to the public library.

6. Confidential resources

Syncronorm herewith assures that all technical resources (drawings, CAD-files, 3D-Models) and information, provided by the manufacturer are only used by the Syncronorm Team, remain confidential and won't be shared with any third party.

7. Governing law

This Agreement shall be governed by the law of Germany, applicable therein. You hereby irrevocably attorn and submit to the non-exclusive jurisdiction of the courts of Germany therefrom. If any provision shall be considered unlawful, void or otherwise unenforceable, then that provision shall be deemed severable from this License and not affect the validity and enforceability of any other provisions.

8. General Provisions

If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of this Agreement which shall remain valid and enforceable according to its terms. This Agreement shall not prejudice the statutory rights of any party dealing as a consumer. This Agreement may only be modified in writing by Syncronorm.

Syncronorm GmbH – 07.04.2022