

Underware Game Embedding License Agreement

By downloading the Font Software you agree to be bound by the terms of the Underware Game Embedding License Agreement. If you don't agree: don't download, install or use the fonts.

Underware grants you a non-exclusive, non-transferable, royalty-free and worldwide license to use the Font Software and Documentation, provided that you agree to the following:

ARTICLE 1: USE OF FONT SOFTWARE AND RESTRICTIONS

1-1 GAMES ONLY

You are permitted to use the Font Software in computer game consoles (for example, but not limited to Xbox, PlayStation, Nintendo DS). 'Game' means any interactive media or software product operable on a platform as described below, regardless of language or delivery method (including as a tangible package good product, via electronic distribution or access or distribution by any process now known).

1-2 PLATFORMS

You are allowed to use the fonts on any of the following categories of devices or technologies: (i) home video game consoles and platforms including, without limitation, the Xbox, PlayStation, Nintendo Game Cube or Nintendo Wii and any successor or derivative consoles or platforms to any of the foregoing, (ii) hand-held video game systems including, without limitation, the Sony PSP and Nintendo DS handheld and any successor or derivative systems to any of the foregoing, (iii) personal computer systems (e.g., multimedia personal computers that utilize IBM compatible operating systems (such as DOS or Windows), multimedia personal computers that utilize the Apple Macintosh operating system, etc.), (iv) arcade-based, stand-alone, coin-operated, upfront video game consoles, redemption and novelty games, pinball or virtual reality games, (v) the Internet including, without limitation, Internet applications designed to be accessed and played by any number of users serially or simultaneously solely via the Internet or other remote delivery method without the purchase of a retail product (e.g., massively multiplayer games, online arcade games, games-on-demand, pay for play, free promotional games, etc.), (vi) television set-top boxes and plug and play devices, (vii) digital video disc systems (DVD) capable of operation on personal computer systems, stand alone players, or otherwise, (viii) any mobile or handheld devices including an MP3 player, phone or music device (e.g., PDA's, Blackberries, cell phones, Apple iPod or iPhone, iPad, etc.). Yes, that's a lot.

1-3 EMBEDDING? WELL...

The fonts are only and exclusively to be used within the game. Embedding can be interactive as well as static, the styled text can be modifiable by the reader if required. Embedding of the fonts in other software (for example in Flash, eBooks, @font-face, etc) or devices is not permitted under this Game Embedding License Agreement, but requires additional licensing. It's prohibited to embed the Font Software in any documents (for example in PDF documents) other than the game itself, and it's also prohibited to use the Font Software for other services that are rendering the fonts. Superfluous... it's more than clear that you can't use the fonts for ancillary or derived products.

1-4 DESKTOP INSTALLATION? HELL NO!

This license does not cover the usage of Underware's fonts on a desktop or laptop computer or any use other than expressly permitted herein. In case you want to use the Font Software in a way not permitted by this license, additional licensing is required.

1-5 LICENSED TO 1 COMPANY AND TO 1 GAME

Each Underware font is licensed for one (1) entity (company or individual), from now on called the Licensee. It's not possible for multiple companies to 'share' one license. Each separate entity needs to acquire its own license. Additionally, the Underware Game Embedding License is limited to one (1) game. Other games, as well as derived games and sequels, need separate and/or additional licensing. The licensee is permitted under the terms of this license to produce, manu-

facture, distribute, market and/or sell unlimited quantities of this specific game.

1-6 FONTS FILE PROTECTION

You are forced to take appropriate actions to make sure the fonts are only available for the process of styling text in your game. You should for example prevent unlicensed third-party access (hot-linking), for example through obfuscating the font data if necessary. The Font Software shall not be downloadable by any end user for use outside the licensed game (for example an end user downloading fonts for use in Microsoft Word).

1-7 PRODUCT LIMITATION

Visitors and users of the game are permitted to utilize the Font Software within the game, including on virtual objects, avatars or screens within the game, and further, shall be permitted to download, upload, print, display and utilize images from the game that may feature the fonts. However, visitors or users of the game may not create other products with the game using the Font Software, neither digital nor analog/physical products created with the game (for example business cards, t-shirts or postcards). Visitors or users of the game may not use the products created with the game for logotypes, and may not create products for sale whose shape is defined by letterforms or artwork generated from your website such as, but not limited to letterform based products, rubber stamps, adhesive letters, etc.

1-8 BACK-UP COPY

Underware grants you the right, exclusively for the purpose of protecting the Font Software and exclusively for yourself, to make one (back-up) copy of the Font Software.

1-9 NO MODIFICATIONS

You agree not to modify, adapt, translate, reverse engineer, decompile, disassemble, alter, redigitize, convert or otherwise attempt to discover the source code of the Font Software. You agree not to reformat the font software, or to regenerate the font format into other formats.

1-10 CREDITS

In the credits of the game, the font name(s) and our company name shall be credited as follows: "[font name(s)] is/are a trademark of Underware (Groenewegje 137, 2515 LR Den Haag, the Netherlands, www.underware.nl) and may be registered in certain jurisdictions". Such credit shall be placed in the appropriate part of the game and appear visually in a format consistent with similar credits. The licensee shall also include a link to www.underware.nl in an appropriate section of the game's websites in a format consistent with similar credits.

1-11 JUST YOU AND US

You shall not transfer the License Agreement issued to you, to a third party, neither partially, nor completely. This License Agreement is non-transferable, unless you have written permission from Underware. The Font Software or documentation may not be sublicensed, sold, leased, rented, lent, re-served or given away to another person or entity.

ARTICLE 2: COPYRIGHTS & TRADEMARKS

2-1 COPYRIGHTS

You agree that the Font Software and Documentation, and all copies thereof, are owned by Underware, and such structure, organization, and code are valuable property of Underware. You acknowledge that the Font Software and the documentation is protected by the laws of the Netherlands, by the copyright and design laws of other nations and by other treaties. You agree to treat the Font Software as you would any other copyrighted material, such as a book.

2-2 TRADEMARKS

You agree to use trademarks associated with the Font Software according to accepted trademark practice, including identification of the trademark owner's name. Trademarks can only be used to identify printed output by the Font Software. The use of any trademark as herein authorized does not give you any rights on or to intellectual property rights

in the Font Software, the documentation, and any associated trademarks.

2-3 OWNERSHIP

Underware retains title and ownership of the Font Software, the media on which it is recorded, and all subsequent copies of the Font Software, regardless of the form or media in or on which the original and other copies may exist.

ARTICLE 3: LIMITED WARRANTY

3-1 RETURN WITHIN 30 DAYS

Underware warrants you that the Font Software will perform substantially in accordance with the Documentation for the thirty (30) day period following your receipt. Underware's Font Software may not be returned unless defective. To make a warranty claim, you must return the Font Software to the location from which you obtained it along with a copy of your sales receipt within such thirty (30) day period. If the Font Software doesn't perform substantially in accordance with the Documentation, the entire and exclusive liability and remedy shall be limited to either, at Underware's option the replacement of the Font Software, or the refund of the license fee you paid for the Font Software.

3-2 DON'T BLAME US

Underware does not and cannot warrant the performance or results you may obtain by using the Font Software. The foregoing states the sole and exclusive remedies for Underware's breach or warranty. Except for the foregoing limited warranty, Underware makes no warranties express or implied, as to non-infringement of third party rights, merchantability, or fitness for any particular purpose. In no event will Underware be liable to you for any consequential, incidental or special damages, including any lost profits, business interruption, loss of business information, lost data or lost savings. Even if an Underware representative has been advised of the possibility of such damages, or for any claim against you by any third party.

3-3 NO CLAIMS OR WHATSOEVER

You agree to indemnify and hold Underware harmless from and against any claims or damage which may result from your breach of this License Agreement.

ARTICLE 4: TERM

4-1 LICENSE ENDS IF...

The license is effective until terminated. Underware has the right to terminate your license immediately if you fail to comply with any terms of this Agreement. In addition, Underware reserves the right to claim punitive damages. Upon such termination you will destroy the original and any copies of the Font Software and related documentation and cease all use of the Trademarks.

ARTICLE 5: GOVERNING LAW

5-1 VIVA HOLLANDA!

This agreement will be governed by the laws in force in the Netherlands.

ARTICLE 6: ENTIRE AGREEMENT

6-1 IF IT'S STILL NOT CLEAR...

You acknowledge that you have read this Agreement, understand it and that it is the complete and exclusive statement of your Agreement with Underware which supersedes any prior Agreement, oral or written, and any other communications between Underware and you relating to the subject matter of this Agreement, and that your obligations under this Agreement, shall inure to the benefit of the Underware licensors whose rights are licensed under this Agreement. C'est tout! Thanks.

Underware Game Embedding License Agreement,
version 1.1 (18 September 2012)