

# Underware Web Production License Agreement

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

Underware grants you a non-exclusive, non-transferable 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 WEB USE ONLY

The fonts are provided to you for use at a website, via the CSS @font-face declaration and/or through Flash. Any other techniques of transmitting or viewing the Font Software are strictly prohibited. It's strictly forbidden to use the Font Software in other formats than provided by Underware.

### 1-2 EMBEDDING? WELL...

You may install the fonts on a server and use them for displaying text on a website. Embedding can be 'editable', the styled text may be modifiable by the website guest.

### 1-3 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. This license only allows you to install our fonts on a webserver.

### 1-4 JUST ONE DOMAIN

The Underware Web Production License Agreement is limited to one (1) domain. Yep, 1 single URL. More specifically: the licensed primary domain is the host name of a home page (for example: example.com), and it can have a maximum of five (5) subdomains (for example: blog.example.com).

### 1-5 UNLIMITED PAGEVIEWS

The Underware Web Production License Agreement is not limited to a specific amount of pageviews.

### 1-6 FONT FILE PROTECTION

You are forced to take appropriate actions to make sure the (web)fonts are only available for the process of styling text on your licensed domain. You should for example prevent unlicensed third-party access (hotlinking) and disallow direct download of the (web)fonts unrelated to the process of styling text for the licensed domain.

### 1-7 PRODUCT LIMITATION

Visitors of the website may create other products using the Font Software, digital (for example PDF documents) as well as analog, physical products created on the website (for example business cards, t-shirts or postcards). Users of the website must also be the end user of the product created on the website. Users of the website may not use the products created on the website 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.

### 1-8 BACK-UP COPY

Underware grants you the right, exclusively for the purpose of protecting the Font Software and exclu-

sively 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 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 sub-licensed, 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 HOLANDA!

This agreement will be governed by the laws in force in the Netherlands, without reference to its conflict of laws principles. Each party hereby agrees to submit to the exclusive jurisdiction of the courts of the Netherlands and to waive any objections based upon venue.

### 5-2 SOLO HOLANDA!

You hereby agree that the application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.

## 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 Web Production License Agreement,  
version 1.2 (27 December 2020)*

**Under  
ware**