

# Underware Webfont License Agreement

By downloading the Font Software you agree to be bound by the terms of the Underware Webfont 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 @FONT-FACE ONLY

The webfonts are provided to you for use via the CSS @font-face declaration. Any other techniques of transmitting or viewing the Font Software (like sIFR or Cufon) are strictly prohibited. It's strictly forbidden to use the Font Software in other formats than provided by Underware.

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

Webfonts are only and exclusively to be used for displaying text on a website. Embedding must be 'static', and the styled text should not be modifiable by the website guest. Embedding of the fonts in other software or devices is not permitted under this Webfont License Agreement, but requires additional licensing. The embedding of the fonts in Flash (.swf) is allowed with this license agreement, under the same conditions as @font-face embedding. It's prohibited to embed the Font Software in any documents (for example in PDF documents) other than your website, 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 webfonts for ancillary or derived products.

### 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.

### 1-4 JUST ONE DOMAIN

The Underware Webfont 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 LIMITED PAGEVIEWS

The Underware Webfont License Agreement is limited to a specific amount of pageviews per month. If the traffic of the domain exceeds the licensed amount of pageviews, you need to extend your license to cover all pageviews. Take care, upgrading additional traffic will cost some money.

### 1-6 WEBFONTS FILE PROTECTION

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

### 1-7 THIRD PARTY HOSTING?

Underware's webfonts are specifically created for self-hosting. In case you prefer the webfonts to be hosted by a third party, contact Underware for a list of approved hosts. Only third parties which are approved by

Underware may host the Font Software. Even in those circumstances the terms and conditions of this license shall govern all uses of Underware's webfonts, irrespective of any contrary terms set forth by any third party hosting the Font Software.

### 1-8 LOGO USAGE

You may use our Font Software to display a logo without any additional charge if the annual gross revenue of that company is less than € 3.000.000,-. Additional licensing is needed for logo usage of companies who's annual gross revenue exceeds this.

### 1-9 BACK-UP COPY

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 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.

### 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 sub-licensed, sold, leased, rented, lent, re-served or given away to another person or entity.

## ARTICLE 2: COPYRIGHTS & TRADEMARKS

### 2-1 COPYRIGHTS

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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.