

# Underware Game Embedding License Agreement



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

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### **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).

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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.

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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).

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#### **4-3 NO CLAIMS OR WHATSOEVER**

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##### **8-1 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.

##### **8-2 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 9: ENTIRE AGREEMENT**

##### **9-1 IF IT'S STILL NOT CLEAR...**

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