

Underware Testing License Agreement

LICENSEE

NAME:

SIGNATURE

DATE:

ADDENDUM A

NAME:

PROJECT:

ADDENDUM B

FONTS:

TERMINATION:

PARTIES

Underware (“Licensor”) having an office at Groenewegje 137, 2515 LR Den Haag, the Netherlands and the entity identified in Addendum A (“Licensee”).

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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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Licensor grants to Licensee a non-transferable, non-exclusive, terminable right to use the Fonts and the design embodied in the Font Software identified in Addendum B solely for the purposes of evaluating the suitability of the Font Software and design of the Font for use in the project[s] (“Project[s]”) identified in the Addendum A. Use of the Font Software beyond the term of this License or for any other purpose requires the purchase of a separate License Agreement.

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Embedding of the Font Software is not permitted. If embedding of the Font Software is desired (e.g. on the internet or cd-rom), an additional license must be purchased. It is not allowed to embed the Font Software in a published document.

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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.

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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 ON DATE...

This License shall terminate on the date noted on under Addendum B. Use of the Font Software after the specified date is expressly prohibited. Continued use of the Font Software shall constitute a material breach of this License. Please contact Underware if you wish to use the Font Software for any purpose not permitted herein or after the Termination Date identified in Addendum B.

4-2 IN CASE OF TERMINATION

In case of termination shall the Licensee destroy all copies of the Font Software, including any copies stored on any servers, storage devices or other media, and certify such action in writing.

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 Testing License Agreement,
version 1.4 (27 December 2020)*

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