

# Underware Testing License Agreement



Underware  
Groenewegje 137  
2515 LR Den Haag  
the Netherlands  
+31 (0)70 42 78 115  
info@underware.nl  
www.underware.nl

## **PARTIES**

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

By downloading the Font Software you agree to be bound by the terms of this Agreement, also called the Underware End User 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 TESTING ONLY**

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.

### **1-2 EMBEDDING? NO.**

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.

### **1-3 MAXIMUM AMOUNT OF USERS**

The amount of cpu’s (Computer Processing Units) you can install the Font Software on, is limited with Underware’s Testing License Agreement. A single-user license agreement allows the installation on one (1) computer. If you want to install the Font Software on more cpu’s than you’ve registered for, you need to upgrade your license. Take care, upgrading additional users will cost some money.

### **1-4 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. When this license agreement terminates, that back-up copy needs to be destroyed.

### **1-5 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.

### **1-6 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. In the event you become insolvent, makes a general assignment for the benefit of your creditors, seek the protection of the bankruptcy laws, or if bankruptcy proceedings are instituted against you this license shall immediately terminate.

## **ARTICLE 2: CHANGED TERMS**

### **2-1 MULTIPLE PURCHASES**

If you purchase multiple licenses for the same font family over time, the terms of the most recent License Agreement shall govern all use of the Font Software, regardless of any differences among prior license agreements.

### **2-2 UPGRADES AND UPDATES**

Upgrades and updates may be provided at the sole discretion of Underware and may be subject to a separate license agreement containing revised terms and conditions. By accepting or installing any such upgrade or update, this License Agreement shall be automatically superseded, and all rights to use the version of the Font Software originally licensed under this agreement shall terminate. The terms of the new license agreement shall also govern any previously licensed versions of the Font Software.

## **ARTICLE 3: COPYRIGHTS & TRADEMARKS**

### **3-1 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.

### **3-2 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.

### **3-3 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.

### **3-4 EXCEPTION FOR SPECIFIC FONT FAMILIES**

The copyright and trademark rights in and to the Kermit font family are owned by Microsoft Corporation. All other Licensed Fonts are subject exclusively to the terms and restrictions set forth in this License Agreement.

## **ARTICLE 4: LIMITED WARRANTY**

### **4-1 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.

### **4-2 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.

#### 4-3 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 5: RESTRICTION ON USE IN MACHINE LEARNING**

#### 5-1 NO MACHINE LEARNING

You are expressly prohibited from using the Font Software, or any part thereof, in the training, development, or enhancement of artificial intelligence (AI) systems, machine learning models, neural networks, large language models (LLMs), or any similar technologies. This includes, but is not limited to, using the Font Software as input for data mining, pattern recognition, model training, or algorithmic analysis. Any such use constitutes a material breach of this Agreement and is strictly forbidden.

### **ARTICLE 6: TERM**

#### 6-1 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 7: GOVERNING LAW**

#### 7-1 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.

#### 7-2 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 8: ENTIRE AGREEMENT**

#### 8-1 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 1.5 (14 April 2025)

**ADDENDUM A**

*Name Licensee:* Name Licensee  
Address Licensee  
Postcode & City Licensee  
Country Licensee

*License Date:* License Date

**ADDENDUM B**

*Licensed Fonts:* List of all Licensed Font Styles

*Termination Date:* Termination Date

**FOR APPROVAL**

*Name:*

*Date:*

*Signature:*