

# Underware Webfont License Agreement



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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 @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 (hotlinking) 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 sublicensed, sold, leased, rented, lent, re-served or given away to another person or entity.

### **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.

## **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: EXCEPTION FOR SPECIFIC FONT FAMILIES**

Underware may, at its sole discretion, designate certain font families as eligible for expanded use under the following conditions:

### **7-1 DOCUMENT EDITING RIGHTS**

The designated font families must not, through licensing terms or technological measures, restrict or inhibit the right of any End User to edit documents that incorporate or utilize the licensed Font Software.

### **7-2 COMMERCIAL USAGE RIGHTS**

The designated font families must not limit the End User's right to use the Font Software in commercial electronic or physical media. This includes, but is not limited to, usage in

books, e-books, PDFs, websites, apparel, packaging, merchandise, and other promotional or commercial materials.

As of the effective date of this Agreement, the font family “Kermit” is the only Font Software to which the above exceptions apply. 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 8: GOVERNING LAW**

##### **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...**

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.

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