

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 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.

1-9 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.

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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 Un-

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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 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 HOLLANDA!

This agreement will be governed by the laws in force in the Netherlands.

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 Webfont License Agreement,
version 1.2 (18 September 2012)*

