

## **Okay Type, LLC**

### **General End User License Agreement**

#### **1. Definitions**

This End User License Agreement, along with any Addendums, constitutes a legally binding agreement (“license”) between Okay Type, LLC (“Okay Type”) and you, the legal entity listed on your Order Confirmation (“you”).

This license governs the terms under which you may use certain font software produced by Okay Type, and the designs embedded within (“fonts”). The specific fonts and the details of how you are permitted to use them, are listed in your Order Confirmation.

This license takes effect when you pay the non-refundable license fee or, if there was no fee, when you access or use the fonts. You agree to follow all the terms and conditions of this license. Use of the fonts in any manner other than that explicitly permitted by this license is strictly prohibited.

#### **2. Desktop Use**

You may not install or otherwise use the fonts on desktop or laptop computers without a [Desktop Use Addendum](#).

#### **3. Web Use**

You may not use the fonts on a website using CSS @font-face, or any other method of rendering text on-the-fly, on a website without a [Web Use Addendum](#).

Using the fonts in pre-made rasterized images, such as a .gif or .png, requires a [Desktop Use Addendum](#).

#### **4. App Use**

You may not embed, encapsulate, or otherwise use the fonts to render content on-the-fly in software applications without an App Use Addendum. Contact Okay Type for a quote.

Using the fonts in pre-made rasterized images, such as a .gif or .png, requires a [Desktop Use Addendum](#).

#### **5. Electronic Document Embedding Use**

You may not embed, encapsulate, or otherwise include the fonts in digital documents if those files are sold, distributed, or otherwise made available to third parties. This includes, but is not limited to, formats like eBooks, ePubs, and Microsoft Office files.

A limited amount of embedding for non-commercial pdfs is allowed under the [Desktop Use Addendum](#).

#### **6. Server, Hardware, and OEM Use**

You may not install, embed, or otherwise include the fonts on a file-server, in computer software, or on an electronic device. Limited use of local server-based font management software is allowed under the [Desktop Use Addendum](#).

#### **7. Broadcast & Motion Graphic Use**

You may not install or use the fonts on any titling, signage, chyron, or other motion graphics system where text is rendered on-the-fly. Using the fonts in pre-generated video requires a [Desktop Use Addendum](#).

#### **8. Letterform Product Use**

You may not use the fonts as part of a product where the fonts, or individual letterform designs contained within, serve as an integral part of the product. This includes, but is not limited to, products with individual or rearrangeable letterforms such as modular signage systems or scrapbooking products.

#### **9. No Modifications or Derivative Works**

You may not, nor may you help a third party to modify, alter, convert, or otherwise change the fonts in any way. Also, you may not decompile, reverse engineer, or otherwise create derivative work from the fonts. This includes, but is not limited to, changing the font names, creating additional styles or weights, adding or editing characters, modifying the spacing or kerning, converting the fonts to another digital format, or editing any font metadata. Additionally, you may not extract or subset data from a Variable Font to create derivative files.

#### **10. No Distribution, Sharing, or Lending**

This license may not be shared, split, sold, lent, or otherwise extended to a third party. This includes, but is not limited to: clients, customers, business partners, vendors, suppliers, independent contractors, freelancers, or anyone outside of your company, organization, or legal entity.

#### **11. Protection Responsibility**

You agree to take all reasonable steps to safeguard the fonts from unauthorized access, use, duplication, or distribution. You also agree not to, either direct or indirectly, allow the fonts to become available to third parties or the public. This includes, but is not limited to, not doing things like including the fonts in a media kit or uploading them to a public git repository.

#### **12. Archiving**

You are allowed to make archival copies of the fonts for the purpose of backing up your work. However, you must maintain control of those copies and may not allow third-parties or the general public to access, download, or otherwise use the fonts.

#### **13. Entirety**

This End User License Agreement, along with any Addendums and your Order Confirmation, constitutes the entire agreement between you and Okay Type. It replaces any previous licenses or agreements.

Any terms, rights, or usage not explicitly granted here are reserved by Okay Type. Any modifications to this license may only be made in writing signed by Okay Type.

#### **14. Updates**

If you decide to upgrade an existing license agreement, either by purchasing additional font styles, adding a new Addendum, or by accessing updated versions of the fonts, this license will replace any and all previous licenses or agreements we may have.

#### **15. Ownership**

The fonts, names, trademarks, electronic data, and the designs contained within are the property of Okay Type. This license does not grant you ownership of any part of the fonts, it simply gives you non-exclusive permission to use them in a specific manner.

## **16. Transferring**

This license is an agreement between you and Okay Type. It may not be resold, sub-licensed, shared, split, lent, or otherwise transferred to a third party without prior written approval from Okay Type.

## **17. Warranty and Liability**

The fonts are provided “as-is,” with no guarantee they will be error-free or operate without problems, and without warranty that they are fit for any particular purpose. Okay Type is not liable to you, or any other party, for damages, losses, or expenses of any kind that may result from your use of the fonts or your breach of this agreement.

## **18. Troubleshooting**

That said, if you run into any technical issues or bugs while using the fonts, Okay Type will make all reasonable attempts to resolve them.

## **19. Refunds**

This license is non-returnable and non-refundable. All sales are final.

## **20. Management Responsibility**

You agree to keep track of your use of the fonts to ensure compliance with the terms of this license. If Okay Type requests, you agree to provide a complete accounting of your use of the fonts, including all data related to enforcing the terms of this agreement. Okay Type agrees to keep any information confidential, except where necessary to resolve a violation of this agreement.

## **21. Violations and Resolution**

In the event of a violation of this license, Okay Type reserves the right to terminate this license entirely. If, for whatever reason, this license is terminated, you must cease using the fonts and delete all copies, including backups. Furthermore, you agree to reimburse any fees Okay Type incurs from investigating and resolving the violation. This includes, but is not limited to, any attorney’s fees and research or audit costs.

## **22. Governing Law**

Illinois law governs this license. Any claims related to this license, or arising from the use of the fonts, are under the exclusive jurisdiction of courts in Cook County, Illinois.

## **23. Severability**

If any part of this license is found to be invalid, void, or unenforceable for any reason, only that part shall be eliminated from this license. The remainder of the terms and conditions of this agreement will stay in effect.

Contact [Okay Type](#) if you have any questions.

Okay Type, LLC

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