

Okay Type, LLC

End User License Agreement

Last updated 2018 December 1

1. Definitions

This End User License Agreement, along with any Addendums, is 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. Webfont 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 Webfont 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.

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.

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. You must, however, 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 granted explicitly 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 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 re-sold, 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 in order to ensure it complies 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 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. Thanks for taking the time to read this license. Please contact Okay Type if you have any questions.

Jackson Showalter-Cavanaugh
licensing@okaytype.com
Okay Type, LLC

Okay Type, LLC
Desktop Use Addendum

1. Permitted Use

This Addendum extends the End User License Agreement to allow you to install and use certain fonts on a specific number of computers within your organization, as detailed on your Order Confirmation.

2. Users

The maximum number of computers you may install the fonts on (referred to as “users”) is listed in your Order Confirmation. You must own all of the computers and they may only be used by members of your organization. If a single computer is shared or regularly used by more than one person, each person using that computer needs to be counted separately.

3. Font Management Servers

You may install the fonts on a font management server as long as you control that server and users outside of your organization cannot access or otherwise use the fonts. Also, the total number of computers within your organization that can install, activate, or otherwise access the fonts, regardless of whether or not they will be doing so simultaneously, must not exceed your maximum number of users.

4. Service Bureaus

You may provide a copy of the fonts to a commercial printer or service bureau for the sole purpose of printing or other physical production only if they agree: 1) to follow the terms of this license; 2) to only use the fonts for the production of your project; and 3) to delete all copies of the font immediately after completing the work.

Use of the fonts for anything beyond the sole purpose of printing or other physical production, such as providing graphic design, typesetting, or copy-editing services, is not allowed. In those cases, the third-party would need to purchase their own license.

5. Limited Document Embedding

You may use or embed the fonts in static un-editable electronic documents, such as PDFs, for internal use, production use, or direct-to-client presentations. You may not embed the fonts in any commercial or publicly distributed electronic documents without an App Use Addendum.

Okay Type, LLC
Webfont Use Addendum

1. Permitted Use

This Addendum extends the End User License Agreement to allow you to use certain fonts on a single website using the CSS @font-face method, up to a maximum number of total pageviews per month, as detailed on your Order Confirmation.

2. Webfont Definitions

A “webfont” is a font used with the CSS @font-face method to display text on a website. A “website” is a collection of related webpages organized under a single domain. A “domain” is the top level URL directory of a website. A “pageview” is a single request to load a single page on your website that uses the fonts via CSS @font-face.

3. Parties

You must own the website the webfonts are used on and control its content. You may not sell, lend, or transfer this license to a third party without written permission from Okay Type.

4. Pageview Increases

You must monitor the total monthly pageviews the website receives. If you exceed your licensed number of pageviews by 20% in any three consecutive months or any six months over the course of a year, you must upgrade your license to cover the increased number of pageviews. Contact Okay Type for more information.

5. Technical Use

You may only self-host the webfonts on your website using the CSS @font-face method. Other webfont methods, such as SVG, Cufón, typeface.js, or Flash are not allowed. You may not use the fonts on a third-party webfont service without written approval from Okay Type.

6. Editable Use

In addition to displaying text elements, you may also use the webfonts in user-editable input forms. Any other user-editable use of the fonts, such as in the creation or customization of products, documents, templates, or other digital assets is not allowed.

8. Conversions and Modifications

You may not edit, convert, or modify the webfonts in any manner. This includes, but is not limited to, changing the file formats, font name tables and metadata, or altering the design. The only exception: you are allowed to subset the fonts in order to reduce their file size. Okay Type is not responsible, however, for any technical issues that might result from your subsetting.

9. Third-Party Developers

You may provide a copy of the fonts to a third-party web developer exclusively for the purpose of writing and testing the website’s code, and only if they agree: 1) to follow the terms of this license; 2) to only use the fonts for the production of your project; and 3) to delete all copies of the font immediately after completing the work.

Use of the fonts beyond the sole purpose of writing your website’s code, such as creating the visual design of the website or generating materials outside of the website, is not allowed. In those cases, the third-party would need to purchase their own license to use the fonts.

10. Protection Responsibility

You agree to make all reasonable effort to protect the webfonts from unauthorized access or use, including, but not limited to, direct downloading of the files or hot-linking by external websites. Also, you may not include the fonts in any publicly accessible collection of source code or assets.

Okay Type, LLC
App Use Addendum

1. Permitted Use

This Addendum extends the End User License Agreement to allow you to embed, encapsulate, or use certain fonts in a specific number of titles (software applications or digital documents), as detailed in your Order Confirmation.

2. Titles

A "title" is an electronic document, software application, or other self-contained electronic file that is unique in its name, content, appearance, and functionality. A title must be a file format that allows the font data to be securely embedded or encapsulated within itself.

3. Title Variations

A single title includes any cross-platform variants, as long as their functionality, features, and content are not significantly different. Spin-offs, sequels, and materially different applications are considered separate titles.

Furthermore, a single title does not include any alternative versions that might appear in the same marketplace, platform, store, or other distribution channel. This includes, but is not limited to, having separate free and paid versions of an app. These alternative apps are considered separate titles.

4. Title Updates

A single title includes any minor updates (e.g.: updating v1.0 to v1.1) necessary for the day-to-day maintenance and support of the title. Any major updates (e.g.: updating v1.1 to v2.0) or paid upgrades must be counted as a separate title.

5. Editable Use

In addition to displaying text elements, you may also use the fonts in user-editable input forms. Any other user-editable use of the fonts, such as in the creation or customization of products, documents, templates, or other digital assets is not allowed.

6. Third-Party Developers

You may provide a copy of the fonts to a third-party app developer exclusively for the purpose of creating the code for the title, and only if they agree: 1) to follow the terms of this license; 2) to only use the fonts for the production of your project; and 3) to delete all copies of the font immediately after completing the work.

7. Technical Use

The fonts must be embedded or encapsulated within the title in a way that protects the fonts from being extracted or accessed by third parties. The fonts may only be used by the title and may not be installed or accessible on the broader operating system, within other applications or titles, or at any other level.

8. Protection Responsibility

You agree to make all reasonable effort to protect the fonts from unauthorized access or use. Also, you may not include the fonts in any publicly accessible collection of source code or assets.