



TYPE CO.
DESKTOP LICENSE AGREEMENT

This legal Agreement between a licensee (“You”) and James T. Edmondson d/b/a OH no Type Company. By downloading and/or installing, copying, or using the Font Software, you agree the terms of this Agreement. If You do not agree to these terms, do not purchase this License, or download, or install, or use the Font Software.

1. Grant of License. Upon payment in full, OH no Type Company grants You a non-exclusive and terminable License to use the Font Software and the designs created by the Font Software but your use must be in accordance with the terms and conditions of this Agreement. You are not allowed to use the Font Software with more than seven (7) concurrent Users. Use of the Font Software on a portable computer is permitted but the portable computer must be owned by you or a licensed user and you can only have the authorized number of concurrent uses of the Font Software running at the same time. Use of the Font Software at more than one geographic location requires the purchase of a special License. If at any time your use of the Font Software exceeds that permitted in Your License, you agree to immediately notify OH no Type Company and purchase the proper License.

2. Two Back-ups. You are permitted to make two (2) back-up copies of the Font Software. Unauthorized copying, creating derivative works, sharing, lending, renting, sale, or other unauthorized use is not permitted. Unless the law of your country states otherwise, You are not permitted to decompile, reverse engineer, disassemble, modify, alter or change the Font Software or the associated embedding bits.

3. Exclusive Ownership. OH no Type Company together with any successors and assigns retain all right and title to the Font Software, trademarks, copyrights and the designs embodied in the Font Software. You hereby agree that this term is contractual in nature and that the unauthorized use of the design of the Font and/or the Font Software shall be an infringement of OH no Type Company’s rights, causing significant monetary harm.

4. Limited Distribution. You are permitted to make a temporary copy of the Font Software for use by a commercial printer or service bureau solely for use in the production of your own materials. You are also permitted to include a temporary copy the Font Software with a document solely for the purposes of facilitating your personal printing and/or viewing of the document.

5. Other Uses. If you are a design consultancy, advertising agency, or purchasing this License for use by or on behalf of such an entity, the actual end user must purchase an appropriate License. Specifically, if your client will use copies of the Font Software, your client must also purchase a License. The license granted herein does not extend to uses by temporary employees, freelancers or independent contractors using the Font Software in professional environments or for other professional uses in excess of the number of Authorized Users under this License. Specifically, you may not make more copies than are licensed even if the use is only temporary.

6. Limitations to Use. Use of the Font Software, as noted below, is NOT permitted without first obtaining a special license:

a) ALPHABET OR LETTERFORM-RELATED PRODUCTS FOR RESALE OR LETTERFORM CREATION PRODUCTS OR DEVICES;

b) EMBEDDING IN ELECTRONIC DEVICES; ALL GAMING USES AND/OR DEVICES. HOWEVER, E-BOOK EMBEDDING IS ALLOWED.

c) EMBEDDING IN SOFTWARE.

d) USE AS WEBFONTS, STORING, CACHING, SERVING OR OTHERWISE PROVIDING ACCESS TO THE FONT SOFTWARE TO THIRD PARTIES VIA THE INTERNET FOR USE OR DISPLAY ON THE INTERNET, IRRESPECTIVE OF THE FORMAT OR TECHNOLOGY USED.

e) USE ON PRODUCTS FOR RESALE WITHOUT THE PURCHASE OF A SPECIAL LICENSE.

7. You are permitted to use the Fonts to make GIF, JPEG, SVG and PNG pixel-based images for use on the Internet provided that the image creation is not automated, the images are made personally by a Licensed User, and that no embedding or other transmission of the Font Software is made possible.

8. Transfer of License. You are permitted to transfer this License to use the Font Software one (1) time only. You are not permitted to purchase a License for resale purposes. If You transfer this License, You agree that (i) You will transfer the original Font Software together with all documentation, and (ii) You will destroy all other copies of the Font Software.

9. Revocation of Warranties. OH no Type Company will, at its sole discretion, either replace the Font Software or refund the Licensing fee in the event the Font Software does not perform substantially in accordance with the Documentation provided that any such claim is submitted within thirty (30) days of purchase of this License. To submit a claim, you must return a copy of your sales receipt. You expressly acknowledge and agree that use of the Font Software is at your sole risk. The Font Software and related documentation are provided “AS IS” and, except as noted herein, is without warranty of any kind and OH no Type Company and its affiliated companies OH no Type Company hereby EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. OH NO TYPE COMPANY DOES NOT REPRESENT OR WARRANT THAT THE OPERATION OF THE FONT SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE FONT SOFTWARE IS WITHOUT DEFECTS. THE FONT SOFTWARE IS NOT FAULT-TOLERANT AND IS NOT INTENDED AND WAS NOT DESIGNED OR MANUFACTURED FOR USE IN ANY CIRCUMSTANCES WHERE FAIL-SAFE OPERATION MAY BE REQUIRED. THE FONT SOFTWARE MAY NOT BE USED IN MANUFACTURING, NAVIGATION, AND PROCESS CONTROL EQUIPMENT OR IN ANY OTHER CIRCUMSTANCES WHERE THE USE OR FAILURE OF THE FONT SOFTWARE COULD LEAD TO DEATH, PERSONAL INJURY, PROPERTY DAMAGE OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE. UNDER NO CIRCUMSTANCES SHALL OH NO TYPE COMPANY BE LIABLE TO YOU OR ANY OTHER PARTY, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS, SAVINGS OR BUSINESS INTERRUPTION AS A RESULT OF THE USE OF THE FONT SOFTWARE EVEN IF NOTIFIED IN ADVANCE OF SUCH POSSIBILITY. In no event shall any liability of OH no Type Company exceed the purchase price of the License to the Font Software or replacement of the Font Software, either at OH no Type Company’s sole discretion.

10. Other Law. Some jurisdictions do not allow the exclusion or limitation of incidental, consequential or special damages, and implied warranties. ANY IMPLIED WARRANTY OR CONDITION CREATED BY LAW IS ONLY EFFECTIVE FOR THE THIRTY-DAY (30-DAY) WARRANTY PERIOD. THERE ARE NO WARRANTIES OR CONDITIONS OF ANY KIND AFTER THE THIRTY-DAY (30-DAY) WARRANTY PERIOD. The exclusions noted above may not apply to you. Otherwise, and to the extent permissible by law, you agree that all implied warranties are not effective for more than thirty (30) days.

11. Termination. This License Agreement is effective as of the Date of full payment. This License may be terminated by you at any time by destroying the Font Software together with any printed material and any copies of the Font Software. This License Agreement may be terminated without notice if you breach and/or fail to comply with any term contained herein.

12. Governing Law. You expressly agree that this Agreement shall be governed, enforced and construed in accordance with the laws of the State of New York as they apply to contracts entered into and wholly performed therein, without regard to the conflict of law provisions of New York, USA or the conflict of law provisions of any other jurisdiction, including without limitation, the United Nations convention on Contracts for the International Sale of Goods. You further expressly consent to the personal jurisdiction of the Federal Courts located in the Eastern or Southern, New York, USA for any action or proceeding arising out of or related to this Agreement and you hereby waive any defenses arising out of the choice of law or forum identified herein and expressly consent to service of process by Certified Mail, return receipt requested. OH no Type Company expressly reserves any and all rights to seek equitable relief including, but not limited to, temporary restraining orders and injunctive relief, without the obligation of bond together with any other remedies available to OH no Type Company.

13. Compliance with Law and Export Restrictions. You agree to be responsible for your own compliance with all laws, foreign and domestic, including but not limited to all United States laws and regulations relating to the control of exports or the transfer of technology.

14. Severability. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect, and the invalid provision shall be replaced by OH no Type Company with a provision that most closely effects the intent of the invalid provision.

15. Entire Agreement. This Agreement constitutes the entire understanding between the parties and supersedes all previous agreements, promises, representations and negotiations between the parties.

16. Waiver. The failure of OH no Type Company at any time or times to demand strict performance by you of any term or condition of this Agreement shall not be construed as a continuing waiver or relinquishment of any other rights.

17. Headings. The captions and numberings of the sections of this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the terms or provisions of this Agreement.