1. Definitions

“Licensee” is the business entity or organization specified during the checkout or sale process, including its employees, contractors, and authorized users.
“Fonts” means the proprietary typeface design software, files, and associated digital assets provided by Very Cool Studio.
“Very Cool Studio” refers to Very Cool Studio, its representatives, and authorized agents, including Kyle Benson or Kyle Wayne Benson.
“Licensee Size” is the total number of employees, including full-time, part-time, and contracted staff, working for the Licensee at the time of licensing.

2. License Grant and Scope

2.1 Limited Use Rights

Very Cool Studio grants Licensee a non-exclusive, non-transferable, limited license to use the Fonts subject to the following terms:

- Installation permitted on unlimited devices, web sites, servers, and domains owned or operated by Licensee
- Permitted in digital products, applications, mobile computing devices
- Authorized for print, packaging, broadcast, exhibition, and film usage

2.2 Usage Restrictions

Licensee shall not:

- Sub-license, sell, lease, rent, distribute, or transfer Fonts to any third party
- Use Fonts beyond the purchased Licensee Size
- Embed Fonts in web, app, or print files in a manner that allows extraction or unauthorized redistribution

3. Technical Restrictions

Licensee may not:

- Modify, reverse engineer, or alter the fundamental design of the Fonts

Except for:

- Outlining, flattening, or modifying vectors as is appropriate for use in an illustration, composition, or print ready file
- File format conversions (.otf, .woff, .ttf)
- Optimizations in character set or file size for apps, websites, or file restricted environments
- Changing which alternate characters and OpenType features are on by default (for example, making a stylistic set the default or switching off ligatures) and renaming the font family, provided the glyph designs themselves are not altered and the modified Fonts are used only under this Agreement. The font customizer at verycoolstudio.com/customizer makes these changes.

4. Compliance and Monitoring

4.1 Size Verification

- Licensee warrants that the total number of employees will not exceed the purchased Licensee Size
- Very Cool reserves the right to request verification of Licensee Size
- Exceeding Licensee Size constitutes a material breach of agreement

4.2 Audit Rights

Very Cool Studio may, with reasonable notice, audit Licensee’s use of Fonts to ensure compliance with license terms.

5. Termination

5.1 Breach and Cure

- In the event of a breach, Very Cool Studio will provide written notice specifying the nature of the violation
- Licensee will have 30 calendar days from receipt of notice to cure the breach through license upgrade
- Failure to cure within the specified period allows immediate termination

5.2 Termination Effects

Upon termination:

- Licensee must immediately cease using Fonts
- Licensee must send a cease notice to all vendors and internal users to ensure immediate discontinuation of Font usage
- No refund will be issued for partial term of license

6. Intellectual Property

Fonts remain the exclusive property of Very Cool Studio, with no ownership rights transferred to Licensee. All rights not explicitly granted in this Agreement are expressly reserved by Very Cool Studio, and the Licensee acknowledges that they are acquiring only a limited, non-transferable license to use the Fonts under the specified terms.

7. Liability and Warranties

7.1 Limited Warranty

Fonts are provided “as is” without guarantee of performance. Very Cool Studio’s total liability is limited to the amount paid for the license, and the company shall not be liable for any indirect, special, or consequential damages arising from the use of the Fonts, including but not limited to loss of profits, business interruption, or loss of information.

7.2 Indemnification

Licensee agrees to indemnify Very Cool Studio against any claims arising from unauthorized use of Fonts.

8. Governing Law

This Agreement is governed by California law. Any disputes shall be resolved through arbitration in California.

9. Acknowledgment

By purchasing or using the Fonts, Licensee acknowledges full understanding and acceptance of these terms.