

File Embedding Licence Agreement

This agreement becomes binding between Dr. Rosemary Sassoon and Adrian Williams (Supplier) and the purchaser (End User) when "Complete Purchase" is clicked or similar label is confirmed to describe completion of the purchase process.

Upon receipt of funds Supplier grants the End User a non-exclusive licence to use fonts supplied as digital file or other delivery media which contains application software and, or digital outline font software (Products). Licensed Products are described in Schedule A and Schedule B.

Delivery

The End User is bound by the terms of this Agreement upon one of the following;

- a) upon shipment by Supplier of any unsealed and accessible Products to End User;
- b) upon shipment by Supplier of any sealed Products to the End User that have been unsealed or opened by End User;
- c) upon shipment by Supplier of enabled Products or information subsequently enabling any Products that have been digitally password encrypted to prevent their unauthorised use.
- d) upon End User downloading of digital files offered by the Supplier.

Returns

These Products and documentation may be returned for a full refund, unless unsealed, opened, used, received electronically in a useable state or decrypted which indicates End User acceptance of this agreement.

Registration

End User Supplier of the Products must inform Supplier of a purchase or other distribution of Products, also known as registration, in order for the End User to receive the benefits of technical support, update information and data or media replacement.

CPU use

Products are licensed for use on up to 5 (five) Central Processing Units (computers hereafter referred to as "CPUs") at the same site within the same organisation, unless an additional written licence has also been purchased or granted. Products installed for Network use on a single file server may be used for only one of the following; permanent installation on hard disks up to the number of CPUs licensed; or use on a network provided the number of terminals does not exceed the number of CPUs licensed. Use of the Products at different sites requires a separate written licence.

Output device use

Products may be installed to (1) one hard disk of a hard copy printing device for each multiple of 5 CPUs licensed.

File Embedding

The File Embedding Licence is an extension to the EULA. It allows distribution of 'non-editable' Microsoft Word, Excel, PowerPoint or Adobe Acrobat PDF documents with embedded 'Read Only' fonts. The following restrictions apply:

1. Fonts must be SUBSET embedded (meaning that only those characters necessary for displaying the document may be embedded). This feature is built into standard Sassoon fonts at the build stage by default.

2. The Adobe file or Microsoft file must be set to 'View & Print' only (meaning the file must be set to non-editable. For an annual fee of £40.00 a End User can distribute an unlimited number of subset embedded pdf files, with up to 4 font styles used, within a period of one year. For each additional font style, add £10 per font annually. The licence is also available as a one-time perpetual licence for £200 for each font style.

NOTE: In some embedding software subsetting is not turned on by default and is an option you must select. For security reasons these fonts may not be embedded using any version of Acrobat prior to version 3.0, in any version of PDFWriter prior to version 4.0, or in any PDF, PFR, WEFT or other generator that is known to make files from which font data can be extracted.

Unless granted in writing, font(s) may be embedded in files only if the following acknowledgement is included in a prominent place in each document containing the font(s): "The Sassoon font/fonts used to publish this work is/are available from www.sassoonfont.co.uk". Note that the web address must function as a live link to the web site if the files are being distributed on the web. If a tool becomes widely available that extracts embedded fonts, we reserve the right to require that only embedding software be used that is not at risk to such a tool.

Payment for the File Embedding Annual Licence, serving as the extension to the EULA, is due on the first day of the next Quarter (1st January/1st April/1st July/1st October) for the next 12 months Royalty. An invoice will follow after payment.

Off-site use

A copy of the Products may be given to a Service Bureau or Printer provided; the Service Bureau or Printer also has a licence to use the Products; or an additional written licence grants this right.

Embedding

Products may be embedded into electronic documents on unlicensed CPUs provided that;

- a) electronic documents are distributed in a form that allows only printing and previewing but does not allow editing of the text in any way;

- b) electronic documents are for personal and or business use and not distributed;

If performance of the Products cannot be restricted to Print and View only, the Products may only be used on licensed CPUs. An additional licence is also required to embed Products into, including but not limited to, hardware, software, application programs, printers, games, kiosk mode presentations, web pages, or any electronic documents which allow editing of the Products in any way.

Rights

Products and documentation may not be copied except for one (1) copy only for back-up purposes or, such copies as may be necessary for installation and such copies must carry along with them any included copyright, trade mark, registration or proprietary information.

Intellectual Property

End User acknowledges the Product is the intellectual property of Adrian Williams and Dr. Rosemary Sassoon together with the digital code, as organised in the Products and are protected by international treaty provisions and the applicable laws in the Country of use. End User may not modify the source code of the Product as presently organised to create a derivative work or code based or derived from the Product, including but not limited to; changes in embedding restrictions, modification of letterforms, translation or conversion to other formats, reverse engineering, decryption, decompiling, disassembling, copying or alteration of source code, addition of characters, letterforms or symbols.

Users

End User agrees to inform its employees and authorized agents of the terms of this Agreement before being given access to the Products and such employees or agents will be bound by its terms.

Refunds

End User acknowledges that Products purchased are nonreturnable and nonrefundable except as provided in the foregoing terms of this Agreement.

Refunds are available within 30 days of Product purchase by submitting a Refund Request to <info@sassoonfont.co.uk>. Refund requests that have not been resolved within ten (10) calendar days are processed; and, for credit card purchases, the refund appears on the buyer's next credit card statement.

For physical goods, we need to determine how goods will be returned. Physical goods must be returned for a refund to be completed.

For digital goods to be refunded the buyer must acknowledge that any continued use of digital goods constitutes a willful violation of copyright law, for which the buyer may be liable for substantial civil damages.

Damages

Suppliers cumulative liabilities for any loss or damage to End User, other than that allowed by personal injury laws applying in that jurisdiction, shall not be greater than US \$30.00 (thirty US Dollars).

Transfer

End User may not sublicense, lend, rent lease or transfer the Product unless written permission is given to do so. End User may transfer the Product to an outside agency such as commercial printer providing that person or organisation has also purchased a licence to use the Product on the commensurate number of CPUs.

Other rights

Supplier and its suppliers retain title and ownership in the Products (including the transfer media) and documentation which is protected by United Kingdom copyright and design right law. Except where stated above this agreement confers no intellectual property rights or ownership including but not limited to copyright and trade marks.

Term

This licence remains in effect until terminated by Supplier at any time for its own legal reasons or if End User fails to comply with this agreement. End User may terminate this agreement at any time by returning all Products and documentation, Supplier not being liable for any indemnity or refund.

Limited liability

Any limited or implied warranties are effective for a period of (90) days from proof of delivery date. Products should be free from errors in normal use. If the Products fails to comply with this warranty, Supplier will, at its own cost, replace defective media or refund the licence fee except if misuse has caused the failure. Supplier will not warrant the performance of Products or documentation. If End User fails to prove the Product was obtained from an authorized source, the Supplier shall have no responsibility to correct any faults. The foregoing states the sole extent of Supplier's breach of warranty and makes no warranties covering third party rights.

Liability

Under no circumstances will Supplier be liable to any party for any consequential, incidental or indirect damages, including loss of business, profits or information, interruption of business, etc., arising from use or misuse of the Products whether known or advised. The above limitations may not apply in certain jurisdictions of the world.

Acknowledgment

End User has read and acknowledged this agreement which supersedes all previous statements of agreement between End User and Supplier and agrees to be bound by its terms. This agreement inures to the benefit of Supplier and its licensors and their rights licensed under this agreement.

Governing law

This agreement is subject to change without notice and forms no commitment by Supplier and may not be amended except by written consent from Supplier. This agreement will be governed by the laws of the United Kingdom. Copyright Dr. Rosemary Sassoon and Adrian Williams 2014.

Contacting Us

Email: info@sassoonfont.co.uk

Website: <http://www.sassoonfont.co.uk>

Distributors

Supplier may appoint Distributors of its Products to End Users.

Schedule A

An annual licence fee of £10 applies for each of the embedded font Products made available for download via the Internet, or on CDs or other distributable media

Schedule B

A Perpetual licence fee of £200 applies for each of the embedded font Products made available for download via the Internet, or on CDs or other distributable media

Enquiries can be sent by email to:

info@sassoonfont.co.uk