



(Holloway) Chew, Kean Ho's Commercial Open Source License

Covering all terms and conditions for this license

ID:

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Version:

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For:

Legal Entities Procuring Product subjected to this License

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This agreement is made on the date and time whichever earliest either specifically stipulated or by the first execution of any designated action specified in the "Covenant Assignment, Ratification, and Tenure" section of this Covenant herein:

BETWEEN

1. The principal Entity (as defined in this Covenant) providing one or more Products (as defined in this Covenant) and/or Services (as defined in this Covenant) directly hereinafter refers as "PRINCIPAL"
2. Any Entity (as defined in this Covenant) providing one or more Contribution(s) (as defined in this Covenant) for the betterment of the Product (as defined in this Covenant) directly or indirectly, with or without, independent or dependent of the PRINCIPAL's involvement or authorizations hereinafter refers as "CONTRIBUTOR"
3. Any Entity (as defined in this Covenant) providing Services (as defined in this Covenant) for delivering the values of the Products (as defined in this Covenant) directly or indirectly, with or without, independent or dependent of the PRINCIPAL's and/or CONTRIBUTOR's involvement or authorizations hereinafter refers as "CONCIERGE"

(PRINCIPAL, CONTRIBUTOR, and CONCIERGE shall be collectively referred to as "Provisioning Parties")

AND

1. YOU, where you're a legally liable Entity (as defined in this Covenant) authorized to use one or more Provisioning Parties' Products (as defined in this Covenant) and/or Services (as defined in this Covenant) subjected to these terms and conditions herein hereinafter referred as "CLIENT"

(CLIENT shall be collectively referred to as "Receiving Parties")

(the Provisioning Parties and the Receiving Parties shall be collectively referred to as "Parties")

WHEREAS:

- A. The Receiving Parties are desirous of appointing the Provisioning Parties for one or more of their Products (as defined in this Covenant) and/or Services (as defined in this Covenant). At the request of the Receiving Parties, the Provisioning Parties agrees to provide the values and services of the Products (as defined in this Covenant) and/or Services (as defined in this Covenant) to the Receiving Parties upon the terms and subject to the conditions set out in this Covenant.

NOTE THE PARTIES ARE AGREED as follows:

1 Definitions

- 1.1 Words importing the singular number includes the plural number and vice versa.
- 1.2 Words importing the masculine gender including feminine.
- 1.3 Should the Covenant is under version controlled, except when a valid specific version is explicitly reproduced either through the locally available Covenant Notice file or declared and reproduced by the Product itself, the latest and greatest version shall always prevail over all its inferiors.
- 1.4 Unless otherwise specified, all capitalized terms shall have the meaning set forth in this Covenant. All other terms not defined herein shall have the meaning as may generally be accepted by industrial based on context used herein.

Author, Creator	Means the entities involving directly and indirectly towards the Content creation, modification, actualization, and realization such as but not limited to Us, the publishers, the inventors, the writers, the designers, the editors, the curator, and etc.
Content	Means a literary, an appreciative value, or an artistic property (such as but not limited to a text, book, title, writing, artwork, images, movie, website, software, or musical composition) be it in its tangible and/or intangible physical form that is capable of being produced, reproduced, manufactured, printed, copied, sold, licensed, distributed, transformed to another medium, translated, recorded or performed or otherwise use (or not use) and to give it to another by will; and is governed by copyrights laws, manufacturing laws, intellectual properties laws, and other applicable governing laws of Yours and Ours countries of operation and countries of residence.

Contribute, Contributing, Contribution	Means the action of producing or directly referring to the work of authorship, craftsmanship, goods, and services; including the original version of the Product or Service and any modifications or additions to that Product or Service or Derivative Product or Derivative Service thereof; that is intentionally submitted by the means of any form be it electronic, verbal, physical, or written communication such as but not limited to logistical goods delivery, communication on electronic mailing lists, source code control systems, and issue tracking systems to Us for inclusion in the Product or Service by Us or by an Entity with submission authority for the work's owner rights with the sole purpose of discussing and improving the Product or Service but excluding communication that is conspicuously marked or otherwise designated in writing by Us as "Not a Contribution."
Covenant	Means the terms and conditions designated in this legally binding document which can be but not limited to a contract, license, agreement, terms and conditions, terms of use, or privacy policy agreed by You and Us.
Derive, Derivative	Means the production of a new Product or referring to it regardless of its Raw Form or Produced Form that is based on (or derive from) the original Product and for which the editorial revisions, annotations, elaborations, or other modifications represent, as a whole, an original work of authorship and craftsmanship excluding works that remain separable from, or merely link (or bind by name) to the interfaces of, the Product and Derivative Product thereof.
Entity	Means the union of the legally liable acting entity and all other entities that control, are controlled by, or are under common control with that entity where "control" means (i) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (ii) ownership of fifty percent (50%) or more of the outstanding shares, or (iii) beneficial ownership of such entity such as but not limited to an individual, a group of individuals, a sole proprietorship, a partnership, a body corporate, governmental bodies and agencies, or otherwise of any kind established under the laws, rules and/or regulations for the time being in force and which may come into force.

Grant	Means the specific and exclusive terms and conditions such as but not limited to use rights, the type of ability, its effective periods, its limitations and scopes, its conditions of use, its prohibitions, its overriding terms, its amending terms, and Your Payment details approved and permitted by Us for You delivered strictly in written format.
Notice	Means all official bill statements, receipts, notices, requests, notice of demands, writ of summons, all other legal processes and/or other communications/documents.
Payment	Means a monetary transactional financial payable amount through any facilitated Payment Method.
Payment Method	Means one or more facilitated official financial monetary exchange channels such as, but not limited to: (i) bank transfer; (2) e-wallet transfer; (3) credit card charging transfer; (4) cash transfer.
Procure	Means the action of obtaining a Product either through the means of Purchase or provided freely by Us.
Produced Form	Means the subject is in its processed form or state such as but not limited to a meal, drinkable water, software binary form, and cloths yielded from its production process using its source or raw material from such as but not limited to raw vegetables, untreated water, software source codes, and balls of threads.
Product	Means a procurable tangible or intangible serviceable goods (not to be confused with Service) such as but not limited to physical products (example: software, source codes, compiled software binaries & libraries, computing devices, graphic materials, Computer Aided Design files, architecture artifacts, and clothing) and packaged services (example: data processing services, content creation services, and repair services) offered by Us.
Purchase	Means the action of obtaining a Product via the means of performing one or more Payment.
Raw Form	Means the subject is in its source or raw material form or state such as but not limited to raw vegetables, untreated water, software source codes, and ball of threads that is meant for its production process to yield its processed form or state such as but not limited to a meal, drinkable water, compiled software binary form, and a cloth.
Service	Means the required customer services offered by Us in order to deliver a procured Product such as but not limited to logistics, concierge, and etc.

User Interface	Means the end-user interactive facilities designed for You to communicate with the Product and/or Service such as but not limited to web application; web app; mobile app; books; manuals; smart devices; and Our Web Portal.
You, Yours	Means the Receiving Parties.
Web Portal	Means any browse-able Content platforms accessible via computer network locally or remotely under a domain name (e.g. hollowaykeanho.com) or an IP address of any version (e.g. 127.0.0.1 or 0000:0000:0000:0000:0000:0000:0000:0001) alongside with all its paths (e.g. www.hollowaykeanho.com/about) and all its subdomains (e.g. legal.hollowaykeanho.com) of any kinds directly from Us and indirectly from Our approved third-party service providers.
We, Us, Our	Means the Provisioning Parties and any of their subsidiaries, affiliates, or successors.

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2 Covenant Assignment, Ratification, and Tenure

- 2.1 This Covenant shall be ratified by You, be effective, and be in-force until terminated according to these terms and conditions starting on the date and time whichever earliest from one or more the explicitly specified actions herein such as but not limited to:
- 2.1.1 fulfilling checkbox in web form submission from any of Our supported User Interfaces; OR
 - 2.1.2 procuring the Product from any source with or without Ours' authorizations be it directly from Us or from a third-party Entity regardless of its affiliation with Us; OR
 - 2.1.3 using any part of the Content from the Procured Product by any means regardless of any of Our Covenant Grant approval status with You; OR
 - 2.1.4 actively or passively reading, analyzing, or reverse engineering the Product with or without Ours' written authorizations; OR
 - 2.1.5 performing Payment upon the Product procurement; OR
 - 2.1.6 delivering formal written Notice referencing to this Covenant signed by You to Us; OR
 - 2.1.7 agreement upon any other Product or Service level external terms and conditions extended from this Covenant specified therein.
- 2.2 You are not permitted to assign or novate any or parts of the rights and obligations under the Covenant to any party without Ours' written approval.
- 2.3 We may assign or novate all or parts of the Covenant to any third party by written Notice without prior consent from You and You shall agree to make all subsequent payments (if applicable) and commitment to Us as instructed in such further Notice.

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3 Grant of Copyright License

- 3.1 Subject to the terms and conditions of this Covenant, each Creator hereby grant to You a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable copyright license to reproduce, prepare Derivative Product of, publicly display, publicly perform, sub-license, and distribute the Product and such Derivative Product in Raw Form or Produced Form.

4 Grant of Patent License

- 4.1 Subject to the terms and conditions of this Covenant, each Contributing Entity including Us hereby grants to You a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable (except as stated in this section) patent license to make, have made, use, offer to sell, sell, import, and otherwise transfer the Product, where such license applies only to those patent claims licensable by such Contributing Entity that are necessarily infringed by their Contribution(s) alone or by combination of their Contribution(s) with the Product to which such Contribution(s) was submitted.
- 4.2 If You institute patent litigation against any Entity (including a cross-claim or counterclaim in a lawsuit) alleging that the Product or a Contribution incorporated within the Product constitutes direct or contributory patent infringement, then any patent licenses granted to You under this Covenant for that Product shall terminate as of the date such litigation is filed.

5 Redistribution

- 5.1 You may reproduce and distribute copies of the Product or Derivative Product thereof in any medium, with or without modifications, and in Raw Form or Produced Form, provided that You meet the following conditions:
- 5.1.1 You must give any other recipients of the Product or Derivative Product a copy of this Covenant; AND
- 5.1.2 You must cause any modified files to carry prominent Notices stating that You changed the files; AND

- 5.1.3 You must retain, in the Raw Form of any Derivative Product that You distribute, all copyright, patent, trademark, and attribution Notices from the Raw Form of the Product, excluding those Notices that do not pertain to any part of the Derivative Product; AND
- 5.1.4 If the Product includes a Notice file as part of its distribution, then any Derivative Product that You distribute must include a readable copy of the attribution Notices contained within such Notice file, excluding those Notices that do not pertain to any part of the Derivative Product, in at least one of the following places: within a Notice text file distributed as part of the Derivative Product; within the Raw Form or documentation, if provided along with the Derivative Product; or, within a display generated by the Derivative Products, if and wherever such third-party notices normally appear.
- 5.1.5 In lieu with Clause 5.1.4, the contents of the Notice file are for informational purposes only and do not modify the Covenant.
- 5.1.6 In lieu with Clause 5.1.4 and Clause 5.1.5, You may add Your own attribution Notices within Derivative Product that You distribute, alongside or as an addendum to the Notice text from the Product, provided that such additional attribution notices cannot be construed as modifying the Covenant.
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- 6 Submission of Contributions**
- 6.1 Unless You explicitly state otherwise, any Contribution intentionally submitted for inclusion in the Product by You to Us shall be under the terms and conditions of this Covenant, without any additional terms or conditions.
- 6.2 Notwithstanding the above, nothing herein shall supersede or modify the terms of any separate license agreement You may have executed with Us regarding such Contributions.

7 Trademarks

- 7.1 This Covenant does not grant You the permission to use the trade names, trademarks, service marks, or product names of any Creator, except as required for reasonable and customary use in describing the origin of the Product and reproducing the content of the Notice file.

8 Disclaimer of Warranty

- 8.1 Unless required by applicable law or agreed to in writing, all Creators provide the Product (and each Contributing Entity provides its Contributions) on an “as is” basis, without warranties or conditions of any kind, either express or implied, including, without limitation, any warranties or conditions of title, non-infringement, merchantability, or fitness for a particular purpose.
- 8.2 You are solely responsible for determining the appropriateness of using or redistributing the Product and assume any risks associated with Your exercise of permissions under this Covenant.

9 Limitation of Liability

- 9.1 In no event and under no legal theory, whether in tort (including negligence), contract, or otherwise, unless required by applicable law (such as deliberate and grossly negligent acts) or agreed to in writing, shall any Contributing Entity be liable to You for damages, including any direct, indirect, special, incidental, or consequential damages of any character arising as a result of this Covenant or out of the use or inability to use the Product (including but not limited to damages for loss of goodwill, work stoppage, electronic failure or malfunction, or any and all other commercial damages or losses), even if such Entity has been advised of the possibility of such damages.

10 Accepting Warranty or Additional Liability

- 10.1 While redistributing the Product or Derivative Product thereof, You may choose to offer, and charge a fee for, acceptance of support, warranty, indemnity, or other liability obligations and/or rights consistent with this Covenant.

- 10.2 In lieu with Clause 10.1, however, in accepting such obligations, You may act only on Your own behalf and on Your sole responsibility, not on behalf of any other Contributing Entity, and only if You agree to indemnify, defend, and hold each Contributing Entity harmless for any liability incurred by, or claims asserted against, such Contributing Entity by reason of Your accepting any such warranty or additional liability.

11 Applying the Covenant to Your Product

- 11.1 To apply this Covenant to Your Product, You shall attach the following boilerplate Notice, with the fields enclosed by brackets "[]" replaced with your own identifying information without including the brackets themselves.

Copyright [YEAR] [FULL_LEGAL_NAME] [CONTACT_LIKE_EMAIL_ADDRESS]

Licensed under the (Holloway) Chew, Kean Ho's Commercial Open Source License (the "License"); you may not use this file except in compliance with the License. You may obtain a copy of the License at

<https://doi.org/10.5281/zenodo.13788522>

Unless required by applicable law or agreed to in writing, Product distributed under the License is distributed on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied. See the License for the specific language governing permissions and limitations under the License.

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- 11.2 In lieu with Clause 11.1, the text should be enclosed in the appropriate comment syntax for the file format.
- 11.3 We also recommend that a file or class name and description of purpose be included on the same "printed page" as the copyright Notice for easier identification within third-party archives.

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12 Contact and Support

12.1 We are reachable via the following channels:

12.1.1 Email: hello@hollowaykeanho.com OR legal@hollowaykeanho.com

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