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Hereinafter, Licensor and Licensee shall be jointly referred to as the "**Parties**."

## WHEREAS

1. The Licensor is the only Font author/creator of the "**Font**" / "**Font Software**".
2. The Licensee is aware and accept of the Font's current price and distribution based on the invoice which is sent to email and other ways.
3. Please refer to the relevant clauses based on the Licensee's purchased licenses.
4. THEREFORE, both Parties, mutually recognizing, in the representation they hold, their necessary legal capacity for this act, enter into this End-User License Agreement (hereinafter referred to as this "**Agreement**") in accordance with the following:

## DEFINITIONS

**Application(s)**: means a separate and distinct stand-alone Software Product, which may be a Commercial Products.

**Application Font**: Fonts or Font Software created and optimized for use in styling or display of text in an application.

**Application License**: allows the Licensee to distribute, display, and embed the Font Software into an application.

**Desktop Font**: Font Software created and optimized for the creation of newspapers, books, logos and visual identities and any other non-moving texts.

**Desktop License**: allows the Licensee to install a font on a computer.

**Distributions**: means the number of units downloaded, installed, or embedded to the platforms, offered by the Licensor.

**Font Software (or "Font")**: means software or instructions which, when used on an appropriate device(s), generates typeface and typographic designs. It includes upgrades or updates, related files and documentation.

**License(s)**: the permits offer by the Licensor (under this Agreement) such as the Application License, Web License, and/or Desktop License.

**Non-Exclusive License:** grants the licensee the right to use intellectual property, but the Licensor remains free to exploit the same intellectual property and allow any number of other licensees to also exploit the same intellectual property.

**Non-transferrable License:** means the Licensee may not transfer the license to any other parties or clients, unless allow otherwise, once work has been completed, or at any given stage during usage, utilizing the font software.

**Pageview(s):** means a view of a page on a site that includes the Font. The pageviews could be monitored and measured by analytic tools such as Google Analytics.

**Platform(s):** refer to the Application, Web, and Desktop.

**Third party(-ies):** refer to contractors, freelance consignee, affiliate companies, or other natural or legal persons outside the Licensee's corporation or not the party to the Agreement.

**Web Font:** Fonts and Font Software created and optimized for styling and display of text on the internet or the web.

**Web License:** allow the Licensee to embed the font into a website.

**Website:** a collection of associate webpages that are organized under a single domain.

## CLAUSES

### 1. GENERAL TERMS FOR ALL PLATFORMS

#### 1.1. THE PURCHASE LICENSE(S)

Please refer to the attached purchasing receipt for the detail of the license limitations and platforms. The Licensee can only use the Font within the limitations and platforms declared on the receipt. Otherwise, additional licenses are required.

#### 1.2. INTELLECTUAL PROPERTY OWNERSHIP AND RIGHTS

1.2.1. The Licensee is not purchasing the Copyright of the Font, but the rights to use the Font Software from the Licensor.

1.2.2. The Licensor grants the Licensee a non-exclusive and non-transferable license to use the Font within the terms, conditions and restrictions of this Agreement.

#### 1.3. THE LICENSEE OWNS THE END-RESULTS

The Licensor does not own the work that the Licensee produced out of the Font. However,

the Licensor only owns the Font. Therefore, all ownership rights and intellectual property rights in and to the Font (including, without limitation, all text, graphics, all messages or items of information, names, themes, objects, effects, diagrams, concepts, domain names and any other elements which are part of the Font, individually or in combination) and any and all copies thereof are owned by the Licensee.

#### **1.4. PURCHASE ON BEHALF OF THE CLIENT**

If you are a design consultancy, advertising agency, or purchasing this license for use by or on behalf of such an entity, the ultimate end user should also purchase a license appropriate for the intended use of the fonts.

#### **1.5. MEASURES AGAINST UNKNOWN THIRD PARTY**

The Licensee must adopt appropriate measures to protect Font files against access or use of Application, Web and Desktop Fonts by unknown third parties.

#### **1.6. CORPORATE IDENTITY AND BRANDING**

The Licensee can use the Font to produce artwork meant to be part of a corporate identity or branding. This includes letterheads, business cards, business forms, banners, film titling, tie-in products, etc.

#### **1.7. FONT BACK UP FILES**

The Licensee can keep one backup copy of the Font they have licensed, but the backup medium they use should be secure and only privately accessible.

#### **1.8. WARRANTIES AND DISCLAIMERS**

- 1.8.1. There is no warranty by the Licensor that the functions contained in the Font Software will meet the Licensee's requirements or that the operation of the Font Software will be uninterrupted or error-free. The Licensee assumes all responsibility and risk for the selection of the Font Software to achieve the Licensee's intended results and for the installation, use and results obtained from it.
- 1.8.2. The Font is made to be used how Font is normally used. The Licensor can guarantee and support their functionality as Font, not anything else. The use of the product is at their own risk.
- 1.8.3. The font software is engineered to be of the highest compatibility with external software, however the Licensor cannot guarantee about the compliance and on-going compliance of external hardware and software manufactures.

## 1.9. RESTRICTION USE

### 1.9.1. The Usage Must Reflect the Purchased Limits

The Font is available to purchase onto the designate platforms separately, at an offered and agreed package. The maximum number of distinct platforms into which the Font Software may be embedded may not exceed the number of platforms and distribution limits indicated in the attached purchased receipt (in regards to Section 1.1 of this Agreement).

### 1.9.2. No Modification

Re-naming, modifying characteristics or drawings, reverse engineering, changing the font format to that of the supplied variant, is strictly NOT permitted. The Licensee hereby agrees NOT to transmit any electronic document or software to any party/parties that intends to edit, transform, alter, enhance, merge, or otherwise modify or remove the licensed front software from any documents or documents.

In addition, any act amending or modifying Font names, trademark names or any other arbitrary data included in the Licenses is prohibited regardless of the form of such act.

### 1.9.3. Internal Use (For Corporation)

If the Licensee is a corporation, these Licenses will be applicable to the Licensee's employees (limited to persons in employment agreement relationships or in engagement agreement relationships as officers with the Licensee) and only within their corporation.

### 1.9.4. Temporarily Provide Font Files To Third Party

The Licensor authorizes the Licensee to provide Font files temporarily to third party developers only for the purpose of developing the subject Application and Website that the Licensee registered at the time of purchase. The Licensee can provide a copy of the fonts to a commercial printers or service bureau to reproduce your own documents or materials.

After the relevant development purposes are achieved, developers must destroy all copies of Font files, and the Licensee is obligated to ensure that such developers carry out such destruction without fail.

### 1.9.5. No Lease, Sublease Etc.

The Licensee is not permitted to sell, lease, sublease, lend, rent, sublicense,

publish, copy, adapt, translate, copy, decompile, create derivatives of the Font Software or pass on to third party's devices/platforms, without the Licensor's prior written consent or out of the permitted scope of the Font Software.

In addition, the Licensee agrees to take no action which will have the direct or indirect effect of causing the Font Software to become Publicly Available Software, unless agreed otherwise with the Licensor.

#### 1.9.6. No Further Distribution

The Licensee cannot give away copies of the Font such as making the Font available for download on the internet, to be emailed to friends, uploaded them to public internet file transfer or storing channels.

#### 1.9.7. No Reselling

The Licensee cannot resell the Font through any medium unless formally authorized in writing by the Licensor, as a distributor of the Font. This also means the Licensee cannot modify the Font then sell the resulting modification.

#### 1.9.8. Additional License for Broadcasting

These Licenses forbid use in broadcasting including television programs, commercial messages, films, unless the Licensor agreed otherwise. A separate dedicated license is required for use in television broadcasting, feature films, cinematic productions, or internet distribution.

### 1.10. LICENSE INFRINGEMENT

If the Licensor finds out there is an infringement or failure to comply with any clauses under this Agreement, the Licensor will issue a written warning on the matter once to the Licensee and they must quit any action immediately. However, if the first warning is overlooked and there is no action take place, Section 1.11.2 applies.

### 1.11. LICENSE TERMINATION

1.11.1. Any party may terminate this Agreement at any time by permanently deleting, destroying at their own cost, the Font Software, all backup copies and all related materials provided by the Licensor immediately. An advanced notice is required.

1.11.2. In the event that the Licensee received the first notice/warning from the Licensor on the failure to comply with the Agreement, the license will be terminated without further notice to the Licensee. Following such termination, the Licensor has the rights to deactivate the Licensee's account. In addition, the same Licensee will be blocked from purchasing future Fonts Software from the

Licensor.

## **1.12. LIMITATION OF LIABILITY**

The Licensor shall not be liable for special, incidental, or consequential damages resulting from possession, use, or malfunction of the Font Software, including, but not limited to, damages to property, computer failure or malfunction, and, to the extent permitted by law, damages for personal injuries, loss of reputation, property damage, or lost profits from any causes of action arising out of or related to this Agreement or the Font software.

## **2. DESKTOP LICENSE TERMS**

### **2.1. INSTALLATION USE**

Desktop Fonts can be installed and used on the number of computing devices and workstations specified and indicated on a receipt from the time of purchase of the Licenses (includes screens displaying information that the Licensee entered on the website where the Licensor sells Desktop Fonts). The Licensee is responsible to keep track that the license limitations are kept within the tier and used internally.

### **2.2. ARTWORK FORMATS**

The Licensor can use the Font to design artworks, graphics, logos for displaying on television and computer screens, physical products, books, flyers, t-shirt billboard and other types of printed material. The created graphics must be a fixed size (JPG, PNG, etc.), and the text must be rasterized or outlined (with "create outlines" tool.)

Additionally, the Licensee is allowed to modify the outlines of the fonts to fit with your design as long as the modified outlines are not intended for creating another font of any format.

### **2.3. GIVING FILES TO THIRD-PARTY SUPPLIERS**

The Licensee can send the Font to their printing services to reproduce the documents and materials for printing, but after the job has been completed, the Licensee must ensure that the service providers completely remove the Font from their systems to ensure they do not end up using them on other jobs.

### **2.4. EMBEDDING PERMISSIONS**

The Licensee can embed the Font in certain electronic documents. This includes PDF, Flash, and Microsoft Office documents (such as Word or Power Point), multimedia files, applications, or websites. Unless formally authorized in writing by the Licensor, the Licensee

cannot embed the complete character set as Font embedded in electronic documents can usually be extracted and pirated.

### **2.5. PRINTING THE FONT**

The Licensee is not permitted to use the Font for any products that has alphabets as the main selling points such as non-digital 3D shapes/products, clothes, cars, mugs, fridge magnets, house numbers, rubber stamps, stencils, etc. Further Licensor's approval is required.

### **2.6. UPGRADING/EXTENDING THE LICENSE**

The Desktop License limitation is declared on the purchasing receipt based on the amount of users, if the installation goes above the tier, the Licensee must upgrade the license immediately.

When extending or upgrading the license, the Licensee will pay the difference between the currently purchased license and the next tier.

### **2.7. PERPETUAL LICENSE**

The license purchased is perpetual and only valid if the usage remains within the amount of users declared on the receipt from the time of purchase.

## **3. WEB LICENSE TERMS**

### **3.1. INSTALLATION USE**

Web Fonts can be used on the Subject Websites only within the scope of the Page Views Per Month and the Domain Name that the Licensee designate at the time of purchase of such Web Fonts. One Web License is for One Domain and its subdomains.

### **3.2. SUBDOMAINS**

The Licensee can use the Font on subdomains like:

beta.abc-company.com

### **3.3. FONT USAGE**

Web Fonts can be used only for the purpose of processing in which the text on a Subject Website is styled. The supplied files must NOT be installed on other platforms like Desktop and Application. Separate license is required.

### **3.4. NO DIRECT DOWNLOAD**

Absent any relationship or connection to text styling, the Licensee is not permitted to make Web Fonts available for direct download/hotlinking from Subject Websites or other Websites.

### **3.5. REPORT OBLIGATION**

The Licensees are obligated, on their own responsibility and at their own expense, to use analysis tools and to record and manage Weekly Pageviews. The Licensee shall provide the report a week from the date of the purchase.

### **3.6. LICENSE UPGRADE OBLIGATION**

In cases where the page views that the Licensee communicated to the Licensor at the time of purchase have been exceeded by 15% for three consecutive months, a license upgrade will be necessary. In such case, if the Licensee's prescribed License upgrade procedures are not carried out by the end of the month immediately following the third month of the period in which the Page Views per Month were exceeded, the License will terminate at the end of such immediately following month, and thereafter the Licensee will not be entitled to use Web Fonts in any way.

### **3.7. FILE FORMATS**

Web Fonts can be used to embed within the website with EOT, WOFF and WOFF2 formats, and be only rendered via CSS @font-face functionality. The Licensor makes no guarantees whatsoever concerning display on browsers and devices that are not compatible with these functions or formats.

### **3.8. NO THIRD-PARTY SERVICE**

The use of Web Fonts in Web Font hosting or services that make use of third-party services is strictly prohibited.

### **3.9. NO CHANGING FILE NAMES**

Any change to the file names of Web Fonts or the Font family names in source code is prohibited. The Licensee must use the Font family names provided by the Licensor.

### **3.10. UPGRADING/EXTENDING THE LICENSE**

The Web License limitation is declared on the purchasing receipt based on the number of page views per month, if the website exceeds by 15% of the page views per month for 3 consecutive months, the Licensee must upgrade the license in the following month.



When extending or upgrading the license, the Licensee will pay the difference between the currently purchased license and the next tier.

### **3.11. PERPETUAL LICENSE**

The license purchased is perpetual and only valid if the usage remains within the page views per month declared on the receipt from the time of purchase.

## **4. APPLICATION LICENSE TERMS**

### **4.1. INSTALLATION USE**

ONE Application license allows to install the Font on ONE Subject Application which the Application name is indicated on the receipt from the time of purchase of the License (includes screens displaying information that the Licensee entered on the website where the Licensor sells Application Fonts).

### **4.2. EMBEDDING THE FONT SOFTWARE**

The Font Software may be embedded in the Application to only display within the Application environment. Thus, the License forbid the use to generate any type of the image (JPG, PNG, GIF) and the use outside the Application environment such as Web and Desktop. Separate license is required.

### **4.3. UPGRADING/EXTENDING THE LICENSE**

ONE Application license is for ONE Application name. The Licensee needs to purchase individual Application license for every apps they want to have the Font embedded within.

### **4.4. PERPETUAL LICENSE**

The license purchased is perpetual and only valid if the usage remains within the limitation declared on the receipt from the time of purchase.

## **5. SUPPORT AND UPDATES**

- 5.4.1. All of the Font undergo thorough testing before they are available for licensing. However, if there is something wrong and the Font licensed do not perform properly or up to the Licensee's expectations, the Font will be replaced with a satisfactory copy. The Licensee must inform the Licensor immediately.

- 5.4.2. Free thirty (30) days support: The Font comes with a thirty (30) days support. This support does not extend if the Font have been modified in any way as we cannot be held responsible for the aftermarket editing process.
- 5.4.3. The Licensee must contact us, the Licensor, on a particular type of usage which are not included in this Agreement. Please refer to the contact information in Section 7.
- 5.4.4. The Licensor will inform the Licensee on any updates, regarding the Font Software. The Licensee can reinstall without further payment.

**6. JURISDICTION AND GOVERNING LAW**

The Parties agree to settle amicably any dispute that will arise from the interpretation or enforcement of this Agreement. Should this not be possible, the matter shall be referred to the Court of Cambodia, in accordance with the laws and regulations of Cambodia.

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Thank you for supporting our business with the purchase of the appropriate license. We hope you enjoy using our font software.

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