

Below is the full license that accompanies each *Ekahi* House plans order, and allows for construction of 1 *Ekahi* House. Purchase of the plans implies compliance with the License Agreement, so please review before purchase.

SustainaFest Inc. End User License Agreement

IMPORTANT READ CAREFULLY: This End User License Agreement (the “Agreement”) is a legal agreement between you and SustainaFest Inc., a Maryland company (hereinafter “Licensor,” “we,” or “us”). By receiving and using the Licensed Product, you agree to be bound by the terms of this Agreement. If you do not agree to the terms of this Agreement, then you should not purchase and receive this Licensed Product. You should treat the Licensed Product like a reasonably prudent person or entity would treat copyrighted material. You shall not copy or use the Licensed Product except as is otherwise expressly permitted below. The Licensed Product as provided to you shall be deemed “confidential” as is set forth herein. You should also read the full text describing the risks below and accept and acknowledge the risks before you use the Licensed Product in accordance with this Agreement. Either of us may be referred to individually as a “Party” or collectively as the “Parties.”

1. SustainaFest Inc. House Plans

We license and distribute building plans for the construction of tiny or small houses (the Licensed Product”). The Licensed Product is not a kit house but contains construction drawings. Our plans assume general construction knowledge, including but not limited to roofing, electrical, plumbing, and framing knowledge. We recommend consulting with a licensed contractor prior to attempting to build a tiny or small house from the Licensed Product.

Our plans have not been checked for compliance with the particular codes or conditions in your area. We recommend that you consult with your local building officials before installing any new structure, in order to ensure that your house will comply with local building codes. This license is intended for the construction of a single house for personal use only. We can offer a commercial license and a multiple-use license for users requiring additional rights to the Licensed Product.

2. Intellectual Property in the Plans

SustainaFest Inc. shall retain all right, title, and interest to the intellectual property, trade secrets, and know-how in the Licensed Product (“Intellectual Property”). You acknowledge that no title to or rights in the Intellectual Property are transferred to you from us under this Agreement. You agree not to remove any trademark, copyright, or other proprietary notices on or in any portion of the Licensed Product as delivered and to reproduce all such notices on all authorized copies.

3. License

We grant to you a non-exclusive, non-transferable license solely for your personal use to (a) construct a single house based upon the Licensed Product for your personal use only; (b) customize the Licensed Product for your personal use only; and © make a single back-up copy of the Licensed Product for archival and contingency purposes only. Your rights in the Licensed Product shall be limited to those expressly granted in this Agreement. Any use which exceeds the scope of this license grant shall be deemed to constitute a material breach of this Agreement, including but not

limited to using the Licensed Product for commercial purposes or building more than a single house without first paying the appropriate fees to secure the additional licensing rights.

4. Restrictions

You shall not distribute, share, rent, resell, lease, sublicense, reproduce, or otherwise disclose or transfer the Licensed Product to any third party. You shall not use the Licensed Product in a network, or in any other multiple use arrangement, or allow third parties to have electronic access to the Licensed Product. You shall not use the Licensed Product for any commercial purposes, make more than five (5) hard copies of the Licensed Product, share any copies of the Licensed Product with third parties, or permit the Licensed Product to be used by any third party for commercial purposes. You shall not share any customizations you have made to the Licensed Product with any third party or use those customizations for any commercial purpose, nor shall you permit any third party to disassemble or reverse engineer your house after it is constructed.

Notwithstanding the foregoing, you are authorized to distribute up to five (5) hard copies to contractors building a single house for your own purposes; provided that, however, such contractors may not use the Licensed Product to build any house other than your house, and they must return or destroy all hard copies upon completion of the work on your house. Any failure to abide by the restrictions set forth in this Section shall expressly constitute a material breach of this Agreement.

5. Term; Termination

This Agreement commences as of the date on which you pay the license fee (“Effective Date”) and is perpetual. This Agreement will automatically terminate upon notice in the event you materially breach any term or condition of this Agreement. You understand that exceeding the scope of the license shall expressly constitute a material breach of this Agreement. Upon any material breach, your non-exclusive license shall cease and terminate, and you shall have no further right to access electronically, use, display, print, reproduce, make copies of, or make archival back-up copies of the Licensed Product. The following terms and conditions shall survive any termination of this Agreement: Sections 2, 4, 5, 9, and 12-16.

6. Payment

You agree to pay an up-front license fee, which shall be due and payable upon your acceptance of this Agreement. All sales are final. There shall be no refunds issued for any reason.

7. Technical Support

Technical support is not included with your license; however, we may make technical support available for an additional charge.

8. Training

Access to workshops is not included with your license; however, we may offer workshops and other training resources for an additional charge.

9. Proprietary Information

For the term of this Agreement and for a period of ten (10) years thereafter, you agree to keep completely confidential and will not publish or otherwise disclose for any purposes the Proprietary Information furnished by us to you pursuant to this Agreement. For the avoidance of doubt, Proprietary Information shall include all of the proprietary, non-public information pertaining to us and the Licensed Product, including but not limited to the trade secrets and know-how contained within the Licensed Product; the designs, technical drawings, and works of authorship; the specifications; and the proprietary ideas. Notwithstanding the foregoing, "Proprietary Information" shall not include any information which you can demonstrate by your records (a) was in your knowledge or possession prior to our disclosure to you, (b) was in the public domain at the time of disclosure or subsequently entered the public domain through no fault of yours; (c) was disclosed to you by a third party with the right to make such a disclosure; or (d) was developed independently by you.

10. Limited Warranty

We warrant that the printed copies of the Licensed Product will be free from physical defects for a period of 5 days following the Effective Date.

11. Disclaimer of Other Warranties

The Licensed Product is provided on an "as is" basis. Use of the Licensed Product is at your own risk. You solely assume any and all risks with respect to the construction of your house based on the Licensed Product. We can make no warranty that the Licensed Product will meet all of your needs or result in a successful or satisfactory outcome for you, nor can we warrant that the Licensed Product will be completely accurate, current, complete, or free from errors and omissions. We can make no warranty that the Licensed Product will comply with the particular codes or conditions in your area, nor can we warrant that your actual costs will not vary from our estimated building costs. We also cannot warrant that access to the Licensed Product will be continuous, uninterrupted, bug-free, error-free, virus-free, or free of technical problems. We will use reasonable care, however, to provide uninterrupted, bug-free, error-free, paper delivery of the Licensed Product.

TO THE EXTENT PERMITTED BY LAW AND EXCEPT AS EXPRESSLY PROVIDED IN THE LIMITED WARRANTY SET FORTH ABOVE, WE EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, CONDITIONS, RESULTS, GUARANTEES, OR REPRESENTATIONS WITH

RESPECT TO THE LICENSED PRODUCT, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, MERCHANTABLE OR SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OF THIRD PARTY RIGHTS, OR ARISING FROM THE COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE.

12. Remedies

Upon receipt of written notice from you of a physical defect in the delivery format of the Licensed Product, our entire liability and your sole and exclusive remedy shall be to receive a replacement hard copy delivery of the Licensed Product at no charge. Any replacement delivery of the Licensed Product will be warranted for the remainder of the original period of the Limited Warranty.

Should the purchaser of the plans engage in unauthorized production of the *Ekahi* House beyond the single use described herein, liquidated damages of \$30,000 per unit shall apply for each unit produced without a license.

13. Indemnification

You agree to indemnify, defend, and hold harmless us, SustainaFest Inc. officers, directors, employees, independent contractors, representatives, and agents from and against any and all loss, damage liability, and expense (including without limitation reasonable fees for attorneys and experts) arising out of any claim, demand, cause of action, debt or liability, including reasonable attorneys' fees, to the extent that such action is based upon a claim that (a) if true, would constitute a breach of any representations or agreements by you hereunder; (b) arises out of any negligence or willful misconduct by you; (c) you have infringed our intellectual property rights hereunder; or (d) is based on any third party claim that arises out of this Agreement.

14. Limitation of Liability; Consequential Damages

Notwithstanding anything to the contrary, our liability under this Agreement shall be limited to the total fees you pay to us pursuant to this Agreement. In no event shall we be liable for any incidental, consequential, indirect, special, or punitive damages, or lost profits, arising out of, or related to, this Agreement, even if we have been advised of the possibility thereof, and regardless of whether the claim is based on contract, tort, or another theory or cause of action.

15. Miscellaneous

Our relationship will be that of third party contractors, and neither of us will have the right power, or authority to assume, create, or incur any expense, liability, or obligation, express or implied, on behalf of the other. You may not assign or transfer any of your rights or obligations under this Agreement without our prior written consent.

You agree that we may assign this Agreement without prior notice in the event of a merger, acquisition, or sale of all or part of our business. No waiver of any breach of the terms of this Agreement, no matter how long continuing or how often repeated, shall be deemed a waiver of any subsequent breach thereof, nor shall any delay or omission to exercise any right, power, or privilege hereunder be deemed a waiver of such right, power, or privilege. If any provision of this Agreement is held unenforceable or in conflict with the law of any jurisdiction, the validity of the remaining provisions shall not be affected by such holding. The meaning of that provision will be construed to the extent feasible, to render the provision unenforceable. If no feasible interpretation will save such provision, it is to be severed from the remainder of the terms of this Agreement, which are to remain in full force and effect. This Agreement contains the entire understanding of the Parties with respect to the subject matter contained herein, and shall supersede all prior agreements and understandings, whether written or oral.

16. Governing Law; Dispute Resolution

This Agreement is governed by the laws of the state of Maryland, without regard to conflicts of law principles. All disputes arising under this Agreement shall be submitted to binding arbitration in Maryland under the Commercial Rules of the American Arbitration Association by one arbitrator



mutually agreed upon both you and us in accordance with the aforementioned Rules. Costs of the arbitration, including administrative and arbitrators' fees, shall be shared equally by each of us. The arbitration award shall be final and each of us shall comply in good faith to the entry of the arbitrator's award in any court having jurisdiction. If judicial enforcement or review of the arbitrator's decision is sought, the prevailing one of us shall be entitled to costs and reasonable attorneys' fees. For the avoidance of doubt, all claims you bring against us must be resolved in accordance with this Section. All claims filed or brought against us contrary to this Section shall be considered improperly filed.

Should you file a claim contrary to this Section, you agree that we may recover attorneys' fees and costs of up to One Thousand Dollars (\$1000.00) provided that we have notified you in writing of the improperly filed claim and you have failed to properly withdraw the claim. Should you have any questions about this Agreement, or if you desire to contact us for any reason, all communications should be directed to: **SustainaFest Inc. (info@sustainafest.org)**