



## LICENSE AGREEMENT

### Recitals:

A. TightLines Designs, Inc., a North Carolina corporation ("TightLines"), owns certain plans and drawings for affordable single family detached residences (individually a "Plan", collectively the "Plans").

B. Licensee has requested a non-exclusive license to use the Plans in connection with the construction of one or more single family detached residences (individually a "Unit"; collectively the "Units").

C. TightLines will grant Licensee a non-exclusive license to use the Plans subject to the terms and conditions set forth in this Agreement.

### Non-Exclusive License Terms and Conditions

TightLines hereby grants Licensee a non-exclusive, non-transferable license to use, adapt, modify, or revise, in whole or in part, each Plan identified and authorized in the **Order Form** for the construction of one Unit (the "License").

THIS LICENSE IS LIMITED TO ONE AUTHORIZED PLAN FOR EACH UNIT; THE PLANS SHALL NOT BE USED FOR ANY ADDITIONAL UNITS WITHOUT THE PURCHASE OF ADDITIONAL LICENSES OR WRITTEN AUTHORIZATION OF TIGHTLINES. THE LICENSE IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. *Use and Adaptation of Plans.* Each Plan shows the design of the residence and basic construction details, but is not adapted to local conditions. Licensee should have each Plan reviewed by a local professional architect or engineer before commencing any construction. Licensee (and its local design professional) is authorized to make any adaptations, modifications or revisions to the Plan necessary to comply with local conditions and building codes, and with any applicable laws, rules or regulations. It is Licensee's responsibility to require the builder of the Unit to provide standard construction details and practices necessary for a structurally sound residence.

2. *Copyright.* The Plans are protected under the Federal Copyright Act. Reproduction of a Plan, either in whole or in part, including any direct copying or preparation of derivative works, is prohibited except as expressly allowed under this Agreement. Licensee is authorized to copy a Plan (and any revisions thereof) for archival or backup purposes only, provided that all titles, trademarks, and copyright, proprietary and restricted rights notices shall be reproduced in all such copies, and that all such copies shall be subject to the terms of this Agreement.

3. *Price and Payment.* Licensee shall pay to TightLines for each authorized Plan the price per Plan specified in the **Order Form**. Licensee is only permitted to use a Plan (or any adaptation, modification, or revision of the Plans) for a Unit after payment of the Price is made to TightLines for that Plan. Payment of the Price shall be made by Licensee to TightLines in full without any right of set-off or deduction. Licensee shall be responsible for any applicable taxes (including sales or use taxes) arising out of or in connection with this Agreement.

4. *Proprietary Rights.* Licensee acknowledges and agrees that the copyright, patent, trade secret, and all other intellectual property rights of whatever nature in the Plans are and shall remain the property of TightLines.

5. *Disclaimer of Warranty; Waiver of Claims; Limitation on Remedies.*

5.1. TightLines expressly disclaims and Licensee hereby expressly waives all warranties express or implied, including warranties of merchantability and fitness for a particular purpose. TightLines does not warrant or represent that the plans meet all applicable local and state building codes except in Wake County, North Carolina.

5.2. Licensee hereby waives, to the fullest extent permitted by law, any right it may have to sue or attempt to sue TightLines, hold TightLines liable, or recover from TightLines for any claims or damages which shall or might occur or arise, in whole or in part, in connection with or arising out of the use of the plans or the license.

5.3. Licensee's sole remedy for any defects in the plans or TightLines' breach of this agreement is a return of the price paid for the plans. In no event shall TightLines be liable to Licensee for any consequential, incidental, punitive, exemplary or other special damages.



6. *Indemnity.* To the extent permitted by law, Licensee agrees to indemnify and hold TightLines, its agents, representatives, successors, and assigns, harmless against any and all suits, demands, actions, fines, damages, penalties, obligations, causes of action, and liabilities, and all costs and expenses thereof (including, without limitation, attorneys' fees at all tribunal levels) resulting from any claims by third parties related to or arising out of Licensee's use of the Plans.

7. *Miscellaneous.*

7.1. Assignment. Licensee may not assign or sublicense its rights or obligations under this Agreement.

7.2. No Waiver. Failure by TightLines to exercise any right or remedy under this Agreement does not signify acceptance of the event giving rise to such right or remedy, or waive any future rights or remedies.

7.3. North Carolina Law. This Agreement shall be deemed to have been executed in the State of North Carolina and will be governed by and construed in accordance with the laws of the State of North Carolina. The parties hereby consent to the jurisdiction and exclusive venue of the courts of Wake County, North Carolina or the United States District Court for the Eastern District of North Carolina for the purpose of any action or proceeding brought by either of them in connection with this Agreement.

7.4. Attorneys' Fees. Licensee shall be responsible for TightLines's reasonable attorneys' fees associated with the enforcement of the terms of this Agreement or the collection of any amounts due under this Agreement

7.5. Marketing. The Owner acknowledges and agrees that all design deliverables used in the marketing efforts of Owner shall include the TightLines Designs logo and website address [www.tightlinesdesigns.com](http://www.tightlinesdesigns.com). Deliverables shall include, but are not limited to, floor plans, elevations, renderings and photographs. Furthermore, Architect reserves the right to use design deliverables and project descriptions in its own marketing efforts including the TightLines Designs website, portfolio, print collateral and press releases.

7.6. Design Rights. The Architect shall retain the design rights to all design deliverables.