

Piedmont Dwellings, Inc. agrees to grant \_\_\_\_\_ (“purchaser”) a Single Use License to construct one dwelling from the existing plans named \_\_\_\_\_ (“Plans”) for construction at \_\_\_\_\_ (Address or lot, development, city & state) (“location”). Purchaser agrees to pay Piedmont Dwellings, Inc. a single use license fee of \$\_\_\_\_\_ for the user of these plans.

IMPORTANT, READ CAREFULLY: This End User License Agreement (the “Agreement”) is a legal agreement between Purchaser and Piedmont Dwellings, Inc, a Georgia company with a principal business address of PO Box 82861 Conyers, GA 30013 (hereinafter “Piedmont Dwellings, Inc.,” “Licensor,” “we,” or “us”). The undersigned agrees to be bound by the terms of this Agreement.

The undersigned agrees to treat the Licensed Product like a reasonably prudent person or entity would treat copyrighted material. Purchaser shall not copy or use the Licensed Product except as is otherwise expressly permitted below. The Licensed Product as provided to Purchaser shall be deemed “confidential” as is set forth herein.

Purchaser shall also read the full text describing the risks below and accept and acknowledge the risks before Purchaser uses the Licensed Product in accordance with this Agreement.

Either of us may be referred to individually as a “Party” or collectively as the “Parties.”

PLEASE CAREFULLY READ THE TERMS OF THE AGREEMENT SET FORTH HEREUNDER. BY SIGNING THIS AGREEMENT, PURCHASER IS BOUND BY AND HAS BECOME A PARTY TO THIS AGREEMENT.

#### 1. Our Plans

Piedmont Dwellings, Inc. licenses and distributes building plans for the construction of houses (the Licensed Product”) the Licensed Product construction drawings. Piedmont Dwellings, Inc. plans assume general construction knowledge, including but not limited to roofing, electrical, plumbing, and framing knowledge. Piedmont Dwellings, Inc. highly recommends consulting with a licensed contractor prior to attempting to build a house from the Licensed Product.

Piedmont Dwellings, Inc. plans have not been checked for compliance with the particular codes or conditions in your area. It is recommended that Purchaser consult with local building officials before installing any new structure, in order to ensure that the house will comply with local building and zoning codes. Purchaser is fully responsible for adapting the original design to the requirements of Purchaser’s building site and any applicable local codes and/or regulations.

This license is intended for the construction of a single house only.

#### 2. Intellectual Property in the Plans

Piedmont Dwellings, Inc. shall retain all right, title, and interest to the Licensed Product (“Intellectual Property”), and all other proprietary rights in the original and all subsequent copies of the design, and any part thereof, regardless of the form or media in which and on which the original and other copies may exist. Title, ownership, and all other proprietary rights remain with Piedmont Dwellings, Inc. even if the design or any part thereof, are modified by Purchaser or Purchaser’s agents, or are included in altered designs created or modified by Purchaser or its agents. Purchaser acknowledges that no title to or rights

in the Intellectual Property are transferred to Purchaser from Piedmont Dwellings, Inc. under this Agreement. Purchaser agrees not to remove any trademark, copyright, or other proprietary notices on or in any portion of the Licensed Product as delivered and agrees to reproduce all such notices on all authorized copies. This license is not a sale.

### 3. License

Piedmont Dwellings, Inc. grants to Purchaser a non-exclusive, nontransferable license solely for use to (a) use the Licensed Product to construct a single house based upon the Licensed Product; (b) use this Licensed Product as is or altered by Purchaser (or its agents), for the sole purpose of constructing one structure at the site listed below; (c) provide this design, in whole or part, to others (sub-contractors, suppliers, architects, engineers, and others, herein referred to as "Agents") for the purpose of allowing them to assist in the estimating and construction of one structure; (d) if purchasing an electronically delivered PDF form of the design, access electronically, use, and display the Licensed Product on a single workstation and to print or make additional hard copies of the Licensed Product for use to construct a single house based upon the Licensed Product; (e) Purchaser's 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

Purchaser shall not distribute, share, rent, resell, lease, sublicense, reproduce, or otherwise disclose or transfer the Licensed Product to any third party. Purchaser 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. Purchaser shall not use the Licensed Product for any commercial purposes, make additional hard copies of the Licensed Product to produce more than one structure, 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. Purchaser shall not share any customizations Purchaser has made to the Licensed Product with any third party or use those customizations for any commercial purpose, nor shall Purchaser permit any third party to disassemble or reverse engineer your house after it is constructed.

Notwithstanding the foregoing, Purchaser is authorized to distribute additional hard copies to contractors while constructing a single house; provided that, however, such contractors may not use the Licensed Product to build any house other than said one house, and they must return or destroy all hard copies upon completion of the work.

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 Purchaser pays the license fee ("Effective Date") and is perpetual. This Agreement will automatically terminate upon notice in the event Purchaser materially breaches any term or condition of this Agreement. Purchaser understands that exceeding the scope of the license shall expressly constitute a material breach of this Agreement. Upon any material breach, Purchaser's non-exclusive license shall cease and terminate, and Purchaser shall have no further right to access electronically, use, or 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, and 9-14.

### 6. Payment

Purchaser agrees to pay an up-front license fee, which shall be due and payable upon 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.

#### 8. Limited Warranty

Piedmont Dwellings, Inc. warrants that the electronic delivery format of the Licensed Product will be free from physical defects for a period of 5 days following the Effective Date.

#### 9 Disclaimer of Other Warranties

The Licensed Product is provided on an “as is” basis. Purchaser’s Use of the Licensed Product is at Purchaser’s own risk. Purchaser solely assumes any and all risks with respect to the construction of a house based on the Licensed Product. Piedmont Dwellings, Inc. makes no warranty that the Licensed Product will meet all of Purchaser’s needs or will result in a successful or satisfactory outcome, nor can the Licensed Product be guaranteed to be completely accurate, current, complete, or free from errors and omissions. Piedmont Dwellings, Inc. makes no warranty that the Licensed Product will comply with the particular codes or conditions in your area, nor does Piedmont Dwellings, Inc. warrant Purchaser’s actual costs associated with the Licensed Product. Piedmont Dwellings, Inc. does not warrant that access to the Licensed Product via electronic download 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, electronic delivery of the Licensed Product.

TO THE EXTENT PERMITTED BY LAW AND EXCEPT AS EXPRESSLY PROVIDED IN THE LIMITED WARRANTY SET FORTH ABOVE, PIEDMONT DWELLINGS, INC. 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.

#### 10. Remedies

Upon receipt of written notice from you of a physical defect in the delivery format of the Licensed Product, Piedmont Dwellings, Inc. entire liability and Purchaser’s sole and exclusive remedy shall be to receive a replacement electronic delivery of the Licensed Product at no charge. Any replacement electronic delivery of the Licensed Product will be warranted for the remainder of the original period of the Limited Warranty.

#### 11. Indemnification

Purchaser agrees to indemnify, defend, and hold harmless Piedmont Dwellings, Inc. our 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 Purchaser hereunder; (b) arises out of any negligence or willful misconduct by Purchaser; (c) Purchaser has infringed our intellectual property rights hereunder; or (d) is based on any third party claim that arises out of this Agreement.

#### 12. Limitation of Liability; Consequential Damages

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

#### 13. Miscellaneous

Piedmont Dwellings, Inc. relationship shall be that of third party contractors, and neither party to this

agreement 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. Purchaser may not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of Piedmont Dwellings, Inc. Purchaser agrees that Piedmont Dwellings, Inc. 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 enforceable. 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. This sale does not give the Purchaser any rights to, reproduce, distribute, or make any other use of the Piedmont Dwellings, Inc. logo, any plans, specifications, instructions, manuals, photographs or other such materials supplied with the Licensed Product without the express written permission of Piedmont Dwellings, Inc. All symbols, graphic conventions, and collections of drawn entities contained within these drawings, representing the design, are considered a portion of the whole, and are subject to all terms and conditions herein.

#### 14. Governing Law; Dispute Resolution

This Agreement is governed by the laws of the State of Georgia, without regard to conflicts of law principles. All disputes arising under this Agreement shall be submitted to binding arbitration in Conyers, GA under the Commercial Rules of the American Arbitration Association by one arbitrator mutually agreed upon by both Purchaser and Piedmont Dwellings, Inc. 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 party shall be entitled to costs and reasonable attorneys' fees. For the avoidance of doubt, all claims brought against Piedmont Dwellings, Inc. shall be resolved in accordance with this Section. All claims filed or brought against Piedmont Dwellings, Inc. contrary to this Section shall be considered improperly filed. Should Purchaser file a claim contrary to this Section, Purchaser agrees that Piedmont Dwellings, Inc. may recover attorneys' fees and costs provided that notification in writing of the improperly filed claim is given to Purchaser and Purchaser fails to properly withdraw the claim.

As agreed to by:

\_\_\_\_\_  
Purchaser signature

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Date

Purchaser's street address: \_\_\_\_\_

City, State & Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_