

**CRATE DESIGN SYSTEM
LICENSE AGREEMENT**

WHEREAS, Woodpack Global of 225 Reinekers Lane, Suite 560, Alexandria, VA 22314, hereinafter referred to as WOODPACK, develops and owns proprietary and copyrighted computer software and programs, and well as owns the trade/service marks related to such programs, and licenses such proprietary and copyrighted computer programs together with or apart from accompanying copyrighted media material and documentation and,

WHEREAS, by clicking "Agree", the software user ("Licensee") agrees to follow and be bound by this License Agreement; and,

WHEREAS, the Licensee wishes to license certain WOODPACK computer software and related materials called the Crate Design System ("CDS"); and,

WHEREAS, Licensee desires to be a nonexclusive licensee of WOODPACK and obtain the benefits thereof and, in return, is willing to abide by the obligations and fee agreements applicable to the license of CDS and the designs created therewith;

NOW THEN, for good and valuable consideration, including but not limited to this Agreement by WOODPACK to Licensee and Licensee's covenant regarding WOODPACK's proprietary rights, the sufficiency of which is hereby acknowledged, WOODPACK agrees to license CDS to Licensee (but not to Licensee's parent, owners, shareholders, subsidiaries, affiliates, or other third parties) subject to the following terms and conditions:

It is Agreed:

ARTICLE I. TRADEMARK/LICENSE. WOODPACK licenses Licensee to use the WOODPACK owned/copyrighted computer software and related materials called the Crate Design System ("CDS"), (WOODPACK trade/service marks and copyrighted works made the subject of this Agreement are collectively referred to herein as "WOODPACK IP"), in connection with Licensee direct business, and in a manner consistent with the terms of this Agreement. In order to protect the goodwill of WOODPACK, WOODPACK retains the right to review and approve all uses of said WOODPACK IP, but will not unreasonably withhold its approval.

ARTICLE II. ACKNOWLEDGEMENT. Licensee acknowledges that WOODPACK is the lawful owner of WOODPACK IP referred to in Article I, and agrees to take no action inconsistent with WOODPACK's ownership, or that would subject WOODPACK to claims by third parties or potential loss of its ownership.

ARTICLE III. EXCLUSIVE SOURCE. Licensee shall obtain all CDS software, including but not limited to the CDS software program, including any updates, and all of the documentation, manuals, computer recorded data, software, source code and any and all copies thereof (Software) and other media upon which the documentation, manuals, data and other materials are recorded through WOODPACK (Materials) from WOODPACK. Licensee shall make no copies, of any kind, of any of the Software or Materials furnished by WOODPACK (e.g. Users Guide for internal tutorial), unless specifically authorized to do so in writing signed by an officer of WOODPACK. Further, the license granted Licensee

hereunder is only for Licensee's use therefore the original Software licensed also cannot be sub-licensed, loaned, installed, downloaded, accessed, by, to, on behalf of, or with any third party other than Licensee.

ARTICLE IV. PROPRIETARY RIGHTS OF WOODPACK. Licensee agrees that WOODPACK retains exclusive ownership of the trademarks and copyrights represented by its company and product names and logos, including but not limited to the name CDS, the Materials and the Software, as well as the designs, drawings, plans, specification sheets, data, analyses, information and materials or other output produced by or with the assistance of the Software (the "Output"). Licensee also agrees that all techniques, algorithms, formulas and processes contained in WOODPACK's Software, Materials or Output or any modification or extraction thereof constitute TRADE SECRETS OF WOODPACK and will be safeguarded by Licensee, but in no event shall Licensee exercise less than due diligence and care in accordance with the laws of the United States and International Law, whichever operates to best protect the interests of WOODPACK. Licensee shall not copy, reproduce, re-manufacture, alter or modify, or in any way duplicate all or any part of the WOODPACK Materials, Software or Output WHETHER MODIFIED OR TRANSLATED INTO ANOTHER LANGUAGE OR NOT, or any documentation, or any other material provided by WOODPACK in association with WOODPACK's Materials, Software or Output except as specified in this Agreement and in accordance with the terms and conditions of this Agreement which remain in force. Any modifications or changes to CDS and related Materials, or any "derivative" works produced by Licensee shall be deemed property of WOODPACK and Licensee shall both transfer any rights and assist WOODPACK in registering its ownership rights in such. Licensee agrees that unauthorized distribution, copying, or otherwise reproducing ALL OR ANY PART OR TRANSLATED PART of the Materials, Software or Output or the failure to protect such Materials, Software or Output will actually and materially damage WOODPACK.

Licensee agrees that the WOODPACK IP, Materials, Software and Output will be used for internal purposes only and that it shall not sell, license, loan or otherwise convey its rights in the IP, Materials, Software or Output to any third party. Licensee further agrees that it shall not use the product for, or in connection with, the rendering of services to any third party other than Licensee's direct crate user customer(s); with the further understanding and agreement that such direct crate user customer(s) shall be prohibited from "reverse engineering" the WOODPACK CDS Software (e.g., to disassemble and examine or analyze CDS Software to discover the concepts/formulas involved in order to produce something similar), Software, Output and the methodology contained therein, for the purposes of their subsequent unauthorized, unlicensed use. All Output created by Licensee will bear Licensee's name on the watermark and Licensee agrees not to tamper with its name or the watermark appearing on the Output.

Licensee agrees not to allow any third party to study, copy or use the Output without the express prior written consent of WOODPACK, which consent shall be granted or withheld at the sole discretion of WOODPACK. Notwithstanding the foregoing, Licensee may provide a copy of the Output, which must bear the Licensee's watermark, to its manufacturer for the sole purpose of manufacturing the crate for Licensee to sell or to its direct crate user customer for the sole purpose of selling crates to that customer.

Licensee shall make reasonable efforts to both police and enforce the restrictions contained in this Agreement including, when reasonable, disclosing the strict nature of the prohibition of unauthorized secondary use of any CDS Output.

ARTICLE V. ARCHIVAL COPIES. Licensee may make archival copies of these portions of WOODPACK's Material(s) or Software(s) that are provided on machine readable media provided such copies are for the Licensee's personal use and have been authorized in writing signed by an officer of WOODPACK. Any such copies are understood to be subject to the same intellectual property protections

set forth throughout this Agreement, including their being covered under the license granted as well as the restrictions against their use and the Licensee's obligation to protect them if any portion of this License is breached. Licensee agrees that in the event Licensee breaches this or any other provision of this Agreement, Licensee will be liable for liquidated damages equal to one year's lease fees for each violation and will forfeit its license to use any and all WOODPACK IP, Materials, Software and Output.

ARTICLE VI. MULTIPLE COPY USE. This WOODPACK license of IP, Materials, Software and Output is applicable to a single Licensee; as identified herein. All Output must bear the watermark of the Licensee. Licensee's use of the Materials and/or Software can be in one of two manners:

- (a) Installation and use of the Materials, Software, and Output on up to one computer of the Licensee is permissible as long as all processors remain under the direct control of the Licensee. Additional copies of Software after the first may be licensed by the Licensee for additional licensing fees. Licensee is responsible for maintaining control of all copies licensed hereunder. This provision specifically requires that as soon as an individual user is no longer under direct control of Licensee, e.g., terminated from employment, Licensee is responsible for ensuring that the individual removes the Software, Output and any other Materials from his or her computer and returns any and all WOODPACK IP, Materials, Software and Output he or she possesses to the Licensee.
- (b) Installation and use of the Materials, Software, and Output on a server is permissible and will allow access by one user (employees of Licensee). Licenses can be purchased for additional simultaneous individual users, or for unlimited number of users. This provision specifically requires that as soon as an individual user is no longer under direct control of Licensee, e.g., terminated from employment, Licensee is responsible for ensuring that the individual no longer has access to the Software, Output and any other Materials on the server and returns any and all WOODPACK Materials, Software and Output he or she possesses to the Licensee.

ARTICLE VII. LICENSEE FEES. By executing this License Agreement, the Licensee agrees to pay any and all fees set forth according to the current fee schedule (<http://www.woodpackglobal.org/>), which is incorporated herein by reference. Fees are payable at time of original licensing or at time of renewal.

ARTICLE VIII. LICENSE RENEWAL. This License Agreement is up for renewal at the end of each 12-month period starting with the first day of WOODPACK's acceptance of the License, at which time Licensee will be notified and requested to sign a new agreement and pay the applicable fees.

ARTICLE IX. COPYRIGHTS, TRADEMARK NOTICES AND LOGOS. WOODPACK Materials, logo, product names, Software, Output, manuals, documentation and other support materials are either patented, copyrighted, trademarked, trade secrets, or otherwise proprietary to WOODPACK. Licensee agrees not to remove any such notices and product identification.

ARTICLE X. TRANSFER OF LICENSE. There is no absolute right of transfer held by Licensee. Any such rights to transfer shall be solely determined by WOODPACK. In the event Licensee wishes to transfer the rights granted by this Agreement, retaining none thereby, a letter requesting such transfer accompanied by the original Materials, Software, Output, manuals, documentation and all copies there from, must be sent to WOODPACK. WOODPACK will then select the most appropriate method of distribution of the transferred rights and advise the intended recipient of any fees.

ARTICLE XI. LIMITED WARRANTY POLICY AND INDEMNIFICATION. WOODPACK warrants that all Software, manuals documentation and other support materials supplied by WOODPACK are free from manufacturing defects and contain accurate reproductions of WOODPACK copyrighted material. WOODPACK will replace any WOODPACK furnished item which is defective, provided the defect is reported to WOODPACK within ten (10) days of delivery of the Software to Licensee. WOODPACK makes no express or implied warranties of any kind regarding the accuracy of the Output or other data produced through the use of its Software. Except for when resulting directly from its gross negligence or willful misconduct, WOODPACK's entire liability for any claim arising out of or in connection with this Agreement, or the use of its Materials, Software or Output, and any negligent or willful wanton act solely attributed to WOODPACK pertaining to the foregoing, whether arising in tort, contract, or otherwise, shall be limited to one year's lease fees.

Notwithstanding the foregoing, LICENSEE agrees to indemnify and hold WOODPACK and its directors, officers, employees, agents, and members harmless with respect to any and all claims, losses, damages, liabilities, judgments, or settlements, including reasonable attorney's fees, costs, and other expenses incurred by WOODPACK on account of any negligent, willful or wanton activities conducted by Licensee pursuant to this Agreement.

WOODPACK will not be responsible for any consequential, indirect, incidental or special damages resulting from the use of its Materials, Software or Output, including, but not limited to, the loss or inaccuracy of Output or other data produced through the use of its Materials, Software or Output. WOODPACK will not honor any claim where the Licensee is not using the latest revisions provided by WOODPACK or where the Software, Materials or Output have been subjected to physical abuse or have been used in defective or incompatible equipment. WOODPACK will not honor any claim where there is no signed License Agreement acknowledgement on file at WOODPACK Headquarters. Materials, Software and Output provided by WOODPACK are intended for commercial use only.

ARTICLE XII. RESPONSIBILITY/AGENCY. The Licensee understands and agrees that, in issuing this License, WOODPACK does not approve, certify or endorse or in any way guarantee any product or construction or the performance thereof manufactured or used according to the CDS Software or the Output provided under this Agreement. WOODPACK assumes no liability to Licensee or third parties with respect to any such product or the construction or the performance thereof, except to the extent that it results directly from WOODPACK's gross negligence or willful misconduct. The Licensee shall indemnify WOODPACK and its agents and hold the same harmless from any and all claims arising or alleged to arise out of a defect or deficiency in the design or manufacture of any product manufactured, sold or distributed by the Licensee to designs generated from CDS Software or Output or arising or alleged to arise out of the relationship between the Licensee and WOODPACK as owner of the CDS Software.

Licensee shall not use the CDS Software, Materials, Output, or any portion thereof, in conjunction with, as input to, or as part of the development, training, or operation of any artificial intelligence system, machine learning model, or other automated data-processing technology for purposes of analysis, reproduction, reverse engineering, modification, or any other application. Any such use shall constitute a material breach of this Agreement, subjecting Licensee to immediate termination of the license and any applicable remedies.

WOODPACK and Licensee agree that this Agreement is not intended to create an agency relationship of any kind; and both agree not to contract any obligations in the name of the other, to use each other's credit, name or reputation in conducting any activities under this Agreement, or to represent that WOODPACK is in the business of providing the products and/or services provided by Licensee.

ARTICLE XIII. INSPECTION. Upon reasonable notice and during regular business hours, WOODPACK shall have the right to inspect the books and records of Licensee relating to the License granted hereunder to confirm compliance.

ARTICLE XIV. LICENSE IDENTIFICATION. All Output, printout or internal files developed and/or distributed by the Licensee with WOODPACK Software must bear the Licensee's company name on the first line of the software section which asks for the "Preparer" name. All Output shall bear Licensee's name on the watermark and WOODPACK's copyright notice. Licensee agrees not to tamper with or alter its name or the watermark appearing on the Output. Under no circumstances shall the "Preparer" name section bear a name other than that of the Licensee. However, Licensee may use a proprietary trade name or Licensee subsidiary name in place of the Licensee name only by written permission of WOODPACK.

ARTICLE XV. UPDATE POLICY. WOODPACK may, from time to time, revise the performance of its products Materials or Software and in doing so agrees to provide Licensee with a current copy of such revisions. Also at WOODPACK's option, WOODPACK may provide Licensee with a revision Newsletter from time to time. (No update or customer service newsletter will be provided unless all License fees have been paid and a properly signed lease agreement is on file at WOODPACK.)

ARTICLE XVI. TERMINATION OF LICENSE. If any one or more of the provisions of this Agreement is breached, as solely determined by WOODPACK, WOODPACK has the right to immediately terminate this License upon written notice to Licensee. Either party may terminate this Agreement upon ninety (90) days' notice in writing to the other party. Nevertheless, in the event of such termination, all the provisions of this Agreement which operate to protect the rights of WOODPACK shall continue in force. In the event this Agreement is terminated, the Licensee, any and all licenses granted by WOODPACK herein shall immediately cease, agrees to cease using and, upon request by WOODPACK, immediately return to WOODPACK all IP, Materials, Software, including the CDS Software, Output, manuals, documentation and copies thereof at Licensee's expense.

ARTICLE XVII. CONFIDENTIALITY. Licensee recognizes that during the term of this Agreement, it may possess certain confidential, proprietary information about the WOODPACK's CDS program, including, but not limited to the WOODPACK IP identified herein. Therefore, Licensee agrees that all such information shall be held in confidence and it will not divulge such information to any party (other than for use under this Agreement) without the express written consent of the WOODPACK. Licensee agrees that it will adopt reasonable precautions to guard against unauthorized release of such information, and that it will not use such information in any manner that will unfairly benefit itself or damage WOODPACK. Licensee agrees to return to WOODPACK all confidential business information upon termination of this License Agreement regardless of the form in which it appears or is stored.

ARTICLE XVIII. INJUNCTIVE RELIEF. It is understood and agreed that, notwithstanding any other provisions of this Agreement, in addition to any other remedies WOODPACK may have at law or in equity, including those referred to above, WOODPACK shall have the right to obtain preliminary and permanent injunctive relief to secure specific performance, and to protect the proprietary rights of WOODPACK and to prevent a breach or contemplated breach, of this Agreement.

ARTICLE XIX. GOVERNING LAW. This Agreement shall be interpreted in accordance with the laws of the Commonwealth of Virginia and the parties both consent to the jurisdiction (personal) of Virginia. In the event any part of this Agreement is invalidated by court or legislative action of competent jurisdiction, the remainder of this Agreement shall remain in binding effect.

ARTICLE XX. LEGAL FEES. In the event of legal action brought by either party, the Licensee agrees to reimburse WOODPACK for all legal fees associated with said action should WOODPACK prevail.

ARTICLE XXI. ENTIRE AGREEMENT. This Agreement and attached fee schedule constitute the entire agreement between the parties and supersedes any prior agreements. This Agreement may only be changed by mutual written consent.

ARTICLE XXII. LICENSEE AGREEMENT ACKNOWLEDGEMENT. By signing and returning this Agreement Acknowledgement, the Licensee hereby accepts all the terms and conditions of this Agreement without exception, deletion or alteration. Licensee recognizes that any use of WOODPACK Materials, Software or Output without the return of this License Agreement Acknowledgement and applicable fees will be considered a breach of contract, and otherwise unlawful and unauthorized use of WOODPACK's trade secrets and proprietary products.

The Licensee acknowledges that Licensee has read this Agreement and any applicable exhibits, understands them, and agrees to be bound by their terms and conditions. Further, the Licensee agrees that this Agreement and any applicable exhibits are the complete and exclusive statement of the agreement between the undersigned parties, which supersedes all proposals or prior agreements, oral or written, and all other communications between the parties. In the event of a conflict, the terms of this Agreement will prevail.