

LICENSE AGREEMENT

This License Agreement ("Agreement") is effective as of the date of purchase and is entered into by and between Joshua Makes ("Licensor") and any purchaser ("Licensee") of the digital files described in Exhibit A ("Files").

1. Grant of License

Licensor hereby grants to Licensee a non-exclusive, non-transferable, non-sublicensable license to use the Files solely for the purpose of creating and selling physical products. Licensee may not distribute or sell the digital Files in any format.

2. Restrictions

Licensee agrees to the following restrictions:

- The Files shall not be modified for the purpose of resale as digital content.
- Licensee shall not sublicense, lease, lend, or rent the Files.
- Licensee shall not use the Files for any illegal, defamatory, or otherwise harmful purpose.

3. Term and Termination

- **Term:** This Agreement shall commence on the date of purchase and continue indefinitely unless terminated as provided herein.
- **Termination:** Licensor may terminate this Agreement immediately upon written notice to Licensee if Licensee breaches any term of this Agreement. Upon termination, Licensee shall cease all use of the Files.

4. Fees

Licensee agrees to pay Licensor a one-time license fee as specified at the time of purchase. All payments are non-refundable.

5. Attribution

Licensee shall provide attribution to Licensor in all listings, advertisements, or promotional materials involving the physical products created from the Files, as follows: "Joshua Makes, Designer."

6. Intellectual Property Rights

Licensee acknowledges that all intellectual property rights in the Files remain the property of the Licensor. Licensee acquires no ownership rights in the Files.

7. Trademarks

Licensee acknowledges that any trademarks, logos, or brand names depicted in the Files remain the property of their respective owners. Licensor makes no claims to any third-party trademarks and disclaims any rights thereto. Licensee agrees to respect all trademark rights and use the Files in compliance with applicable trademark laws.

8. Limitation of Liability

Licensor shall not be liable for any indirect, incidental, special, or consequential damages arising out of or related to this Agreement, even if Licensor has been advised of the possibility of such damages.

9. Indemnification

Licensee agrees to indemnify and hold harmless Licensor from any and all claims, damages, liabilities, and expenses (including reasonable attorneys' fees) arising out of or related to Licensee's use of the Files.

10. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada, without regard to its conflict of law principles.

11. Dispute Resolution

Any disputes arising out of or in connection with this Agreement shall be resolved through arbitration in accordance with the Arbitration Act, 1991, S.O. 1991, c. 17, as amended.

12. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings, whether written or oral, regarding the subject matter herein.

13. Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

14. Amendments

This Agreement may be amended only in writing signed by both parties.

15. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto agree to the terms of this License Agreement as of the date of purchase.

Exhibit A

Description of Digital Files:

Tool Box, designed for strength and ease of use with a print-in-place hinge, convenient "half pulled out drawer" handle, and space for upgraded wheels featuring 623-2rs bearings for smooth navigation. Assembly requires minimal glue, minimal installation, and self-sourced bearings as wheels for optimal performance. Includes one .3mf file with print settings and .stl files.

Included Files:

- One .3mf file, which includes all print settings
- .stl files for all parts included in .3mf file