

## BUILT IT LEED v2.2 TOOLKIT LICENSE AGREEMENT - IMPORTANT

READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE INSTALLING THIS SOFTWARE

### Contract Formation

- a. Nature of the Document. This document is a legal agreement (the "Agreement") between you the purchaser (the "Licensee") and the partnership of O'Brien & Company, LLC and the Cascadia Region Green Building Council ("O'BRIEN / CRGBC"), which contains the terms and conditions that must be complied with if you purchase one copy of the Built It LEED v2.2 Toolkit (the "Software").
- b. Non-Negotiability of Terms. O'BRIEN / CRGBC IS WILLING TO LICENSE ONE COPY OF THE SOFTWARE TO YOU ONLY UPON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS CONTAINED IN THIS AGREEMENT. PLEASE READ ALL OF THE TERMS IN THIS AGREEMENT CAREFULLY BEFORE INSTALLING THE SOFTWARE. BY INSTALLING THE SOFTWARE YOU ARE THEREBY ACKNOWLEDGING THAT YOU HAVE READ ALL OF TERMS OF THIS AGREEMENT, AND AGREE TO BE BOUND BY THEM.
- c. Acceptance or Rejection of Agreement. IF YOU DO NOT AGREE TO THESE TERMS, THEN O'BRIEN / CRGBC IS NOT WILLING TO LICENSE THE SOFTWARE TO YOU. DO NOT INSTALL THE SOFTWARE AND PROMPTLY CONTACT O'BRIEN / CRGBC FOR A FULL REFUND OF THE PRICE PAID.

### License Grant

O'BRIEN / CRGBC grants to you the right to use one copy of the Software.

### Use Limitations

- a. Single Project. You may use the licensed copy of the Software on a single project. The Software is "in use" on a project when it is loaded into temporary memory (i.e., RAM) or installed into the permanent memory (e.g., hard disk, CD-ROM, or other storage device) of a computer or network or being actively used to collect and track data for a project. Once the intended project is complete or canceled the Software cannot be used on any other project, another copy must be purchased.
- b. Copies Permitted. You may make one copy of the Software solely for backup or archival purposes.
- c. Transfer Not Permitted. You may not rent or lease the Software. You may not sublicense, assign, or transfer the license or the Software. Any attempt otherwise to sublicense, assign, or transfer any of the rights, duties, or responsibilities hereunder is void.
- d. Reverse Engineering Prohibited. You may not reverse engineer, decompile, or disassemble the Software.

### Copyright Limitations

- a. Ownership. O'BRIEN / CRGBC own the Software and all copyright and other intellectual rights in the software; under the terms of this Agreement you receive only a limited right to use the Software. The Software is protected both by United States laws and international treaty provisions. Therefore, you must treat the Software like any other copyrighted material, such as a book or a musical recording.
- b. No Copies. Except as expressly permitted under "Use Limitations" above, you may not copy the software program or accompanying written materials.
- c. Copyright Notices. You must reproduce and include the copyright notice and other intellectual property rights notices on any copy permitted by this Agreement.

### Term

- a. License Duration. The license is effective until terminated.
- b. Termination. You may terminate the license at any other time by notifying O'BRIEN / CRGBC in writing or you may terminate this license at any other time by destroying the Software together with all copies in any form. The license will also terminate automatically upon your failure to comply with the Terms of this Agreement.
- c. Disposition of Software. You agree upon termination to destroy the software program together with all copies, partial copies and in any form.

#### Limited Warranty

- a. Licensee Responsible for Installation and Use. You assume responsibility for the selection of the Software to achieve your intended results, and for the installation, use, and results obtained from the software.
- b. Limited Performance Warranty. O'BRIEN / CRGBC warrant that the Software will perform substantially in accordance with the accompanying written materials for a period of ninety (90) days from the date of receipt.
- c. Limited Implied Warranty: Any implied warranties on the Software are limited to ninety (90) days. Some states and countries do not allow limitations on duration of an implied warranty, so the foregoing limitation may not apply to you.
- d. No Other Warranty. O'BRIEN / CRGBC DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO THE SOFTWARE.

#### Limited Remedies

- a. Limitation of Liability. O'BRIEN /CRGBC's entire liability and your exclusive remedy shall be, at O'BRIEN / CRGBC option, either the replacement of any Software that does not meet O'BRIEN / CRGBC's limited warranty and which is returned to O'BRIEN / CRGBC with a copy of your receipt, or you may terminate this Agreement by returning the Software and your money will be refunded.
- b. Disclaimer of Consequential Damages. IN NO EVENT WILL O'BRIEN / CRGBC BE LIABLE TO YOU FOR ANY DAMAGES, INCLUDING ANY LOST PROFITS, LOST SAVINGS, OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE SUCH SOFTWARE EVEN IF O'BRIEN & CO. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR FOR ANY CLAIM BY ANY OTHER PARTY.
- c. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

#### General

- a. Governing Law. This Agreement shall be governed and construed by the laws of Washington and the United States without reference to the United Nations Convention on Contracts for the International Sale of Goods.
- b. Severability. If any provision of this Agreement is found void or unenforceable, it will not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms. If any remedy provided is determined to have failed of its essential purpose, all limitations of liability and exclusions of damages set forth in the Limited Warranty shall remain in full force and effect.
- c. Acknowledgment and Exclusivity. YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU FURTHER AGREE THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US WHICH SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN US RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

- d. Purchaser Questions. Should you have any questions concerning this Agreement, or if you desire to contact O'Brien & Company and the Cascadia Region Green Building Council for any reason, please write, call, fax, or e-mail:

O'Brien & Company, LLC, Attn: Built It LEED  
811 First Avenue Ste 380; Seattle, WA 98104  
Telephone: 206-621-8626  
Fax: 206-621-8649  
Email: [info@obrienandco.com](mailto:info@obrienandco.com)

Cascadia Region Green Building Council: Attn: Built It LEED  
721 NW Ninth Ave Ste 280; Portland, OR 97209  
Telephone: 203-228-5533  
Fax: 503-914-1749

- e. Arbitration. All disputes arising out of or relating to this Agreement shall be finally settled by arbitration conducted in Seattle, Washington, USA under the rules of commercial arbitration of the American Arbitration Association ("Rules"). Both parties shall bear equally the cost of arbitration (exclusive of legal fees and expenses, all of which each party shall bear separately). All decisions of the arbitrator(s) shall be final and binding on both parties and enforceable in any court of competent jurisdiction. Notwithstanding the foregoing, in the event of breach by a party of its obligations hereunder, the non-breaching party may seek injunctive or other equitable relief in any court of competent jurisdiction.