

**Thank you for your interest in GIY Materials!**

**These materials are being provided to you under license from Ecovative Design, LLC (“Ecovative”). Ecovative is the owner of the technology and intellectual property related to these materials, and is a beneficiary of this Agreement.**

**Below is the agreement to purchase and use these materials.**

**To address the most frequently asked questions:**

- **Your Design.** You may use the GIY Materials to develop products alone or in combination with any other materials, and any designs you develop are your own.
- **No Royalty.** You may market and sell the products you make from the GIY Materials freely, and we encourage you to use the Ecovative name in accordance with the provisions of this agreement.
- **One Ton License.** You may buy and use as much of the GIY materials as you would like. You may also make and use up to 1000 kilograms of myceliated materials using our materials as a “starter kit” (the “Propagated Materials”). To explore license rights related to higher-volume commercial production, contact Ecovative.
- **Licensed Technology.** This is a license. Ecovative will continue to own the technology and certain improvements for growing materials using mycelium.

**The foregoing is subject to the below terms and conditions:**

### **GIY AGREEMENT**

The terms and conditions contained in this GIY Agreement (the “Agreement”) govern your use of the GIY Materials and your relationship with Ecovative Design LLC (“Ecovative”). Please read them carefully as they contain very important information about your rights and obligations, as well as limitations and exclusions that may apply to you. This document contains a dispute resolution clause and waiver of right to jury.

**BY CLICKING ON THE “ACCEPT” BUTTON, YOU ARE CONSENTING TO BE BOUND BY, AND ARE BECOMING A PARTY TO THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, PLEASE CLICK THE “DO NOT ACCEPT” BUTTON OR LEAVE THE WEBSITE.**

## **The GIY Materials**

The GIY Materials are comprised of: (1) a package of blended growth material including Ecovative’s proprietary mycelium strain with instructions and specifications for growing these materials into a product (together with Ecovative’s patents and other intellectual property required or useful for producing mycelium based materials, the “Ecovative IP”); and (2) any mould type that you have selected with your purchase (together with the Ecovative IP, collectively, the “GIY Materials”). The instructions and additional information included in the GIY Materials or on the Grown.bio website will show you how to use the GIY Materials to grow the blended material and shape them into products, works or other creations that you design or develop (the “Products”).

## **Use of GIY Materials**

For so long as you comply with the terms and conditions of this Agreement, you may use the GIY Materials to create and produce Products. You agree to use the GIY Materials in accordance with the safety instructions and other written instructions provided to you.

You may also create, for your own use in creating Products, up to 1,000 kilograms of Propagated Materials. If you wish to produce more than 1,000 kilograms of Propagated Materials (regardless of how many GIY kits you purchase), please contact Ecovative Design, LLC regarding a commercial license.

The GIY Materials are provided solely for your individual and limited commercial use as set forth in this Agreement. This means that you may *NOT* resell the GIY Materials to any person or company except as part of a

Product.

We encourage you to use the “Ecovative” name as follows and not in any other manner or for any other purpose: *“Grown with Ecovative’s technology.”*

## **Intellectual Property Matters – Your Products**

Any novel designs, drawings, schematics or models for Products that you develop belong to you as your “Design-Related Intellectual Property.” Design-Related Intellectual Property refers to the shape, texture, color or other design elements of any Products you make from the GIY Materials but shall not include the GIY Materials themselves or any methods used for creating, growing, or developing the GIY Materials.

## **License**

By purchasing the GIY Materials, Ecovative grants you a non-exclusive, non-transferrable, revocable right to use the Ecovative IP solely to produce the Products in accordance with the terms of this Agreement (the “License”).

## **Restrictions on Use**

While you may use the GIY Materials to design and create Products, you expressly agree that you DO NOT have any right to and will not:

- (a) transfer or assign your License to use the GIY Materials to another person or company;
- (b) use the GIY Materials to create products where mycelium tissue performs a function usually performed by textiles and/or leather;
- (c) use the GIY Materials in acoustics applications;
- (d) use the GIY Materials in food packaging applications; and/or
- (e) use the GIY Materials for any purpose that is unlawful or prohibited by this License, its terms and conditions or any other law or statute.

## **Improvements**

Ecovative is licensing to you the right to use its Ecovative IP under the terms of this Agreement. If you discover an improvement to the Ecovative IP (defined as a new approach or method that incorporates or uses the Ecovative IP), that improvement belongs to Ecovative. You may use that improvement at any time that your License remains in effect. You agree to take such actions that are reasonably needed, at Ecovative's expense, to assign such improvements to Ecovative.

## **Title**

You acknowledge that the GIY Materials, including any associated written materials and other documentation provided under this Agreement, and all Ecovative IP, belong exclusively to Ecovative. You agree to protect the GIY Materials against unauthorized use, reproduction, distribution or publication in electronic or physical form.

## **Termination**

Ecovative may terminate this Agreement at any time, with or without notice, if it discovers that you have breached or are likely to breach the terms of this Agreement. Upon termination of this Agreement, you must immediately cease and desist all use of the GIY Materials.

## **DISCLAIMER & LIMITATION OF LIABILITY**

YOU ACKNOWLEDGE THAT YOU ARE USING THE GIY MATERIALS AT YOUR OWN RISK. THE GIY MATERIALS ARE BEING PROVIDED "AS IS" AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER ECOVATIVE NOR GROWN.BIO WILL NOT BE LIABLE FOR ANY LOSSES OR DAMAGES, WHETHER DIRECT OR INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOSS OF ACTUAL OR ANTICIPATED PROFITS, LOSS OF BUSINESS OPPORTUNITIES, OR LOSS OF GOODWILL), OR ANY

OTHER PECUNIARY LOSS ARISING OUT OF OR RELATING TO THE USE OF, OR THE INABILITY TO USE, THE GIY MATERIALS EVEN IF ECOVATIVE OR GROWN.BIO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS APPLY REGARDLESS OF THE CAUSE OR CIRCUMSTANCES GIVING RISE TO SUCH LOSS, DAMAGE OR LIABILITY, EVEN IF SUCH LOSS, DAMAGE OR LIABILITY IS BASED ON NEGLIGENCE OR OTHER TORTS OR BREACH OF CONTRACT. In no event shall the total liability of Ecovative for any claims arising under this Agreement or the use of the GIY Materials exceed in the aggregate one hundred U.S. dollars (\$100).

YOU MAY NOT INSTITUTE ANY ACTION ARISING OUT OF THIS AGREEMENT MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ARISEN. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE EXCLUSIONS MAY NOT APPLY.

### **Indemnification**

You shall indemnify and hold harmless Ecovative from and against any and all liabilities, damages, penalties, fines, costs, losses and expenses (including reasonable attorneys' fees and other expenses of litigation) incurred by Ecovative in connection with any claims, actions, suits or proceedings brought by any third-party arising out of or relating to: (i) your use of the GIY Materials; and (ii), the design, manufacture, storage, handling, use, marketing, distribution, offer for sale, sale or promotion of Products.

**Disputes; Governing Law.** The laws of the State of New York, excluding New York's conflict of laws rules, will apply to any disputes arising out of or relating to this agreement or the GIY Materials.

**Jurisdiction; Waiver of Jury Trial.** All claims arising out of or relating to this agreement or the GIY Materials will be litigated exclusively in the Federal or state courts located in the County of Albany in the State of New York. You hereby consent to the personal jurisdiction in those courts and agree to waive any objections based on inconvenient forum. **YOU HEREBY WAIVE YOUR RIGHT TO A TRIAL BY JURY.**

**Third Party Beneficiaries.** Ecovative and Grown.Bio are the sole beneficiaries of this Agreement. This Agreement does not create any other third party beneficiary rights.

**Waiver.** If you do not comply with these terms, and Ecovative does not take any action, this does not mean that Ecovative is giving up any rights that it may have (such as taking action in the future).

**Severability.** If it turns out that a particular term is not enforceable, this will not affect any other terms and/or conditions in this Agreement.

**Authority.** You represent that you have the full authority to enter into this Agreement, including if you are purchasing the GIY Materials on behalf of a business entity.

**Independent Relationship.** This Agreement does not constitute a partnership, joint venture, agency, or employer-employee relationship between us.

**Entire Agreement.** This Agreement is the entire agreement between you and Ecovative and supersedes all prior agreements, discussions and understandings between you and Ecovative.

**No Assignment.** You may not assign your rights and duties under this Agreement to any party at any time. Any purported assignment in violation of this clause shall be void.