AGENCY Agreement

ACCESS END USER LICENSING AGREEMENT

This Access End USER Licensing Agreement ("Agreement") is entered into by and between **Kula Software SYSTEMs, Inc. dba PonoRez** ("PonoRez"), with a mailing address of PO Box 1614, Makawao, Hawaii 96768, and _____ ("USER"), with a mailing address of _____, effective as of _____ (the "Effective Date").

PonoRez Clients ("SUPPLIERs") who provide in-destination experiences and utilize the PonoRez's web-based reservation SYSTEM (the "SYSTEM") operate under separate agreements with USER and, for purposes of this Agreement, are not included within the definition of "PonoRez."

This Agreement supersedes all prior agreements, written or oral, between the parties relating to the subject matter herein.

---

1. SOFTWARE LICENSE

a. **Ownership.** PonoRez exclusively owns all rights, titles, and interests in and to the SYSTEM, including all software, enhancements, and documentation.
b. **License Grant.** PonoRez grants USER a limited, non-exclusive, non-transferable, revocable license to access and use the SYSTEM solely in accordance with this Agreement and any applicable SUPPLIER agreements.

---

2. ACCESS MANAGEMENT

a. PonoRez will provide one administrator account ("USER Manager") to the USER. The USER Manager is responsible for creating, maintaining, and deactivating all subordinate USER accounts.
b. Upon termination or role change of any USER, it is the USER Manager's sole responsibility to update or revoke access credentials immediately.
c. PonoRez may assist with initial setup upon request but is not responsible for ongoing access management or training beyond the initial onboarding.

---

3. USER RESPONSIBILITIES

The USER shall be financially responsible for all bookings made through the SYSTEM, pursuant to applicable sales or SUPPLIER agreements, and if the SUPPLIER is in the state of Hawaii, all HRS, specifically HRS 468M.

---

4. SYSTEM MODIFICATIONS

The USER may suggest improvements to the SYSTEM. PonoRez, at its sole discretion, may incorporate such changes without obligation or compensation to the USER.

---

5. FEES

There is currently no fee for SYSTEM use without a point-of-sale system attached. The efficiencies and accuracy gained by the suppliers are deemed sufficient consideration for this Agreement.

If a point-of-sale system is required. Gateway fees for small businesses (less than 50 workers) start at $250 per month and are due on the first day of the month before the start date. For medium-sized businesses with 51-100 workers: $750 per month; for over 100 workers: $1000 per month. Credit card processing is separate, and PonoRez allows agencies to work with their processor of choice.

---

6. SOFTWARE PROTECTION & WARRANTIES

a. **Restrictions.** USER shall not alter, copy, decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code of the SYSTEM.
b. **Ownership Warranty.** PonoRez warrants that it owns or has the lawful right to license the SYSTEM and that its use as authorized hereunder does not infringe any third-party intellectual property rights.
c. **Performance Disclaimer.** Except as expressly stated herein, the SYSTEM is provided "as is." PonoRez makes no additional warranties, express or implied, including warranties of merchantability, fitness for a particular purpose, or non-infringement.
d. **Maintenance.** PonoRez will use commercially reasonable efforts to maintain and support the SYSTEM.
e. **Compensation.** If the system is found to breach these terms and conditions, or if access is used for competitive analysis, or if credentials are shared with competitors to explore benefits and features not publicly available, the USER will be invoiced $250,000 as compensation for trust violation and misuse of access.

---

7. INDEMNIFICATION

a. **By USER.** USER agrees to indemnify, defend, and hold harmless PonoRez, its officers, employees, and agents from any claims, losses, liabilities, or expenses (including reasonable attorneys' fees) arising from (i) USER's misuse or unauthorized modification of the SYSTEM, or (ii) USER's breach of this Agreement.
b. **By PonoRez.** PonoRez shall indemnify and hold harmless USER against claims arising from PonoRez's breach of its representations under this Agreement.

---

8. LIMITATION OF LIABILITY

In no event shall PonoRez be liable for any indirect, incidental, special, consequential, or punitive damages (including loss of profits, revenue, or data) arising out of or relating to this Agreement or use of the SYSTEM, even if advised of the possibility of such damages. PonoRez's total aggregate liability shall not exceed two hundred and fifty dollars ($250) or the amount paid by the USER to PonoRez, whichever is greater.

9. ASSIGNMENT

USER may not assign or transfer this Agreement or any rights hereunder without the prior written consent of PonoRez.

10. GOVERNING LAW & JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Hawaii. The courts of Maui County, Hawaii (or, if applicable, the U.S. District Court for the District of Hawaii) shall have exclusive jurisdiction over any disputes arising under this Agreement, and both parties consent to such jurisdiction.

11. SEVERABILITY

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

12. CONFIDENTIALITY

Both parties agree to maintain the confidentiality of all non-public information received from the other party, including but not limited to member, vendor, and USER data, business plans, and SYSTEM information ("Confidential Information"). Confidential Information shall not be disclosed to any third party without prior written consent, except as required by law. Upon termination, USER shall return or permanently delete all PonoRez Confidential Information in its possession.

AGENCY Agreement

13. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous communications. Any amendments must be in writing and signed by both parties. Waiver of any provision shall not constitute a continuing waiver of the same or other provisions.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

PonoRez	USER (Legal Business Name)
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: Kula Software SYSTEMs, Inc. dba PonoRez	Title (Corporate Officer Required): _____
Date: _____	Date: _____
Phone: _____	Phone: _____
Email: _____	Email: _____