

Inspection Support Services Inc. Royalty-free End-user License Agreement

THIS LICENSE AGREEMENT DESCRIBES YOUR RIGHTS WITH RESPECT TO THE “Your Home Inspection Report”
NOTE: Your Home Inspection Report – aka: YHIR in this document

1. OWNERSHIP, LICENSE FOR USE GRANT

This is a “License Agreement” and not an agreement for sale. We reserve ownership of all intellectual property rights inherent in or relating to the YHIR report, which include, but are not limited to, all copyright, patent rights, all rights in relation to registered and unregistered trademarks (including service marks), confidential information (including trade secrets and know-how) and all rights other than those expressly granted by this License Agreement.

Subject to the payment of the annual fee required and subject to the terms and conditions of this License Agreement, ISS grants to you a revocable, non-transferable and non-exclusive license as a **Designated User** (as defined below) within your organization to the right to use the YHIR Report used exclusively for your “home inspections” in accordance with sections 3 and 4 below. This license is not sub-licensable except as explicitly set forth herein.

“Designated User” shall mean you acting within the scope of performing and/or reporting a home inspection.

ISS refers to Inspection Support Services Inc.

2. PERMITTED USES & MODIFICATIONS

We provide you with a copy of the original “**report template**” so that you can create, print or with minor modifications of the original report, for the purpose of conducting home inspections.

Modification means - any addition to or deletion from the contents of a document included in the original or previous modifications created by you. We continue to own all copyright and other intellectual property rights of the original report.

ISS encourages your suggestions and feedback for report improvements. Please feel free to send us your suggested changes/modifications.

3. DISTRIBUTION

You may use the YHIR report in accordance with this License Agreement, provided that such distribution does not violate the restrictions set forth in section 4 of this License Agreement.

You must not remove, obscure or interfere with any copyright, acknowledgment, attribution, trademark, warning or disclaimer statement affixed to, incorporated in or otherwise applied in connection with the YHIR report.

You are required to ensure that the YHIR is not reused by or with any others, then those with which only you distribute it as permitted herein. For example, if you reuse the YHIR report for other inspectors or individuals within your organization, they must also be registered with ISS under a similar arrangement and are **not permitted** to use the YHIR report independently of your agreement, and we must be informed as such.

4. PROHIBITED USES

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You may not, without our prior written consent, redistribute the YHIR report or modifications other than by including the portion thereof within your own product work, which must be substantially different.

The YHIR report or modifications must not allow any third party to use the YHIR report or modifications, or any portions thereof. You are explicitly not allowed to redistribute the YHIR report or modifications as part of any product that can be described as a development toolkit, library, application or document builder, or any product that is intended for use by other home inspectors.

5. TERMINATION

This License Agreement and your right to use the YHIR report and modifications will terminate immediately without notice if you fail to comply with the terms and conditions of this License Agreement, including failure to annually renew. Upon termination, you agree to immediately cease using the YHIR report or modifications, including all accompanying documents. The provisions of sections 4, 5, 6, 7, 8, 9, & 10 will survive any termination of this License Agreement.

6. DISCLAIMER OF WARRANTIES

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE YHIR REPORT. WE DO NOT GUARANTEE THAT THE USE OF THE REPORT SYSTEM WILL BE ERROR-FREE, AND YOU ACKNOWLEDGE THAT IT IS NOT TECHNICALLY PRACTICABLE FOR US TO DO SO SINCE YOUR REPORTING IS YOUR SPECIFIC WORK PRODUCT.

7. LIMITATION OF LIABILITIES

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR ANY OTHER PECUNIARY LAW) ARISING OUT OF THE USE OF OR INABILITY TO USE THE REPORT SYSTEM, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, OUR ENTIRE LIABILITY UNDER ANY PROVISION OF THIS LICENSE AGREEMENT SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU FOR THE LICENSE.

8. VERIFICATION

If circumstances arise ISS or a qualified auditor acting on our behalf, might if required, upon a reasonable request and at its expense, audit you with respect to the use of the YHIR report system. Such audit may be conducted by mail, electronic means or through an in-person visit if required to your place of business. Any such in-person audit shall be conducted during regular business hours at your place of business and shall not unreasonably interfere with your business activities. We shall not remove, copy, or redistribute any material during the course of an audit. If an audit reveals that you are using the report system in a way that is in material violation of the terms of the License Agreement, then you shall pay our reasonable costs of conducting the audit. In the case of a material violation, you agree to pay us any amounts owing that are attributable to the unauthorized use. In the alternative, we reserve the right, at our sole option, to terminate the license.

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9. PAYMENT AND TAXES

The term of this Agreement shall commence on the Effective Date of September 1st (2021) and, unless earlier terminated as provided in this agreement, shall continue in full force and effect until the date that is August 31st (2022), 1 year after the Effective Date; provided that the Designated User has the right to extend the Term for one (1) year for an additional non-refundable payment of \$360.00 (plus applicable taxes). If said Designated User wishes to exercise its option to extend the Term for one (1) additional year, the Designated User shall notify ISS Inc. in writing that it wishes to exercise its option no later than thirty (30) days before the date that is after the Effective Date.

If the Designated User so exercises its option to extend the Term, such payment, it shall be payable within thirty (30) days of receipt of invoice by ISS Inc. Notwithstanding the foregoing, if the Designated User commits a material breach of its obligations under this Agreement and fails that breach within thirty (30) days after receiving written notice thereof, ISS Inc. may terminate this Agreement immediately upon written notice to the Designated User.

Upon termination, the Designated User will immediately cease all use of the ISS Inc. YHIR Report. Sections 3 through 8 of this agreement will survive termination of this agreement.

If credit has been extended to you by us, all payments under this License Agreement are due within thirty (30) days of the date we mail an invoice to you. If we have not extended credit to you, you shall be required to make payment concurrent with the delivery of the report system by us. All amounts payable are gross amounts but exclusive of any applicable tax. Each party shall pay all taxes (including, but not limited to, taxes based upon its income) or levies imposed on it under applicable laws, regulations and tax treaties as a result of this Agreement and any payments made hereunder (including those required to be withheld or deducted from payments). Each party shall furnish evidence of such paid taxes as is sufficient to enable the other party to obtain any credits available to it, including original withholding tax certificates.

10. MISCELLANEOUS

The license granted herein applies only to the version of the YHIR report available when purchased in connection with the terms of this License Agreement. Any previous or subsequent license granted to you for use shall be governed by the terms and conditions of the agreement entered in connection with purchase of that version.

You may act only on your own behalf and on your sole responsibility, not on our behalf. You agree to indemnify, defend, and hold us harmless from and against any liability incurred by, or claims asserted against, us by reason of your accepting any such support, warranty, indemnity or additional liability; or arising out of the use, reproduction or distribution, except to the extent such claim is solely based on the inclusion of the report system therein.

You agree to be identified as a customer of ours and you agree that we may refer to you by name, trade name and trademark, if applicable, and may briefly describe your business in our marketing materials and web site.

You may not assign this License Agreement without our prior written consent, which will not be unreasonably withheld. This License Agreement will continue into effect to the benefit of our successors and assigns.

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You acknowledge that this License Agreement is complete and is the exclusive representation of our agreement. No oral or written information given by us or on our behalf shall create a warranty or collateral contract, or in any way increase the scope of this License Agreement in any way, and you may not rely on any such oral or written information.

There are no implied licenses or other implied rights granted under this License Agreement, and all rights, save for those expressly granted hereunder, shall remain with us. In addition, no licenses or immunities are granted to the combination of the YHIR report system and/or modifications under this License Agreement.

If any provision in this License Agreement shall be determined to be invalid, such provision shall be deemed omitted; the remainder of this License Agreement shall continue in full force and effect. If any remedy provided is determined to have failed for its essential purpose, all limitations of liability and exclusions of damages set forth in this License Agreement shall remain in effect.

This License Agreement may be modified only by a written instrument signed by an authorized representative of each party. This License Agreement is governed by the law of the Province of Ontario, Canada (notwithstanding conflicts of law provisions), and all parties irrevocably submit to the jurisdiction of the courts of the Province of Ontario and further agree to commence any litigation which may arise hereunder.

NOTE: Please sign below by electronic submission. ISS will in return/send you a copy of your signed copy with our company signature.

Signed Designated User/Company: _____ Date: _____

Signed Licensor: _____ Date: _____