



## iHome Inspection Software Express License Agreement

This Software Agreement is made by Hettinger Enterprises, LLC, 2704 Shady Tree Lane, Edmond, OK 73013, to the Customer as an essential element of the services to be rendered by iHome Inspection Software Express as defined in the system specification and any associated documents and agreement. *System* shall mean the deliverable product as defined in these documents.

Customer and Hettinger Enterprises, LLC agree that this Software License is deemed to be part of, and subject to, the terms of the Agreement applicable to both parties.

### SECTION 1 LICENSE GRANT AND OWNERSHIP

- 1.1 Hettinger Enterprises, LLC hereby grants to Customer a non-exclusive, non-transferable license to iHome Inspection Software Express for Customer's use in connection with home inspections. Software shall mean executable object code of software programs and the patches, scripts, modifications, enhancements, designs, concepts or other materials that constitute the software programs necessary for the proper function and operation of the system as delivered by the Hettinger Enterprises, LLC and accepted by the Customer.
- 1.2 Except as expressly set forth in this paragraph, Hettinger Enterprises, LLC shall at all times own all intellectual property rights in the software.
- 1.3 Customer may supply to Hettinger Enterprises, LLC or allow the Hettinger Enterprises, LLC to use certain proprietary information, including service marks, logos, graphics, software, documents and business information and plans that have been authored or pre-owned by Customer. All such intellectual property shall remain the exclusive property of Customer and shall not be used by Hettinger Enterprises, LLC for any purposes other than those associated with delivery of the system.

### SECTION 2 COPIES, MODIFICATION, AND USE

- 2.1 Customer may make copies of the software for inspection purposes and as required for modifications to the system. All copies and distribution of the software shall remain within the direct control of Customer.
- 2.2 **In no way does this Software License confer any right in Customer to give, license, sublicense, sell, or otherwise authorize the use of the software by any third parties.**  
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- 2.3 All express or implied warranties relating to the software shall be deemed null and void in case of any modification to the software made by any party other than Hettinger Enterprises, LLC.

### SECTION 3 WARRANTIES AND REPRESENTATIONS

- 3.1 Hettinger Enterprises, LLC represents and warrants to Customer that it has all necessary rights and authority to execute and deliver this Software License and perform its obligations hereunder and to grant the rights granted under this Software License to Customer;
- 3.2 Under this Software License, the iHome Inspection Software Express uses Apple's Numbers program and the templates and layouts in said program are original to Hettinger Enterprises, LLC;
- 3.3 Hettinger Enterprises, LLC further represents and warrants that, throughout the System Warranty Period of 30 days from purchase, the system will perform substantially in accordance with the System Specifications and Agreement. If the software fails to perform as specified it will be repaired and emailed to the Customer free of charge. **No warranty of any type or nature is provided to supply updates and/or upgrades to the software.**
- 3.4 *Except as expressly stated in this Agreement, there are no warranties, express or implied, including, but not limited to, the implied warranties of fitness for a particular purpose, of merchantability, or warranty of no infringement of third party intellectual property rights.*

### SECTION 4 TRANSFER AND TERMINATION

- 4.1 This license will automatically terminate upon unauthorized duplication of the system cited above, unless the Customer receives in writing from Hettinger Enterprises, LLC that it has permission to do so.
- 4.2 **Hettinger Enterprises, LLC may terminate this license upon notice for failure to comply with any of terms set forth in this Software License. Upon termination, Customer is obligated to immediately destroy the software, including all copies and modifications.**

As the Customer, I have read and agree to this License.

Company: \_\_\_\_\_

Printed name of Customer signatory: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_