

Customer Contact Info

Company Name: Cornerstone Inspection Service

First Name: Randy

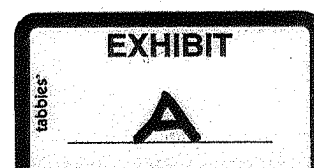
Last Name: Surette

Primary Phone: 3178159497

Email Address: info@csinspection.com

Terms and Conditions Agreed To:

This Agreement is by and between Residential Warranty Services, Inc., ("RWS"), a Indiana Corporation with its principal offices located at 698 Pro Med Lane, Carmel, IN, and ("Inspector") (collectively "the Parties"), (individually the "Party"): WHEREAS, RWS and Inspector, on this day, enter into a business relationship between them whereby Inspector can purchase RecallChek reports, at a cost of \$9.00 per report or \$7 per report if done on all inspections, starting on the date of this agreement, and in return RWS will provide these reports and bill \$9.00 per report with a guarantee of no price increases for 1 year. Definitions (1) Full Home Inspection- Any service where the Inspector advises a client (home buyer or home seller) as to the structural and mechanical condition of the home. Examples of services that do not constitute a "Full Home Inspection" include; Water Samples, Mold Testing, Wood Destroying Pest Inspections, Partial Inspections, "Re-Inspections," and Rough-in/Foundation Inspections for newly constructed properties. (2) RecallChek- [Property of RWS] A proprietary reporting system, database, algorithm, and report generation facility where model numbers from Appurtenances can be reviewed and checked against items reported to the CPSC to be defective, causing potential harm to persons, property, or both. (3) RecallTrak- [Property of RWS] A proprietary reporting system, database, algorithm, and report generation facility where previously entered model numbers from Appurtenances delivered via a RecallChek report and reviewed against new submissions and updates to the CPSC of defective products causing potential harm to persons, property, or both. Covenant of Confidentiality and Non-Compete. Inspector will, on occasion, be given information regarding upcoming releases from RWS regarding services including RecallChek and RecallTrak. All information, documentation, details about our services, and details about this agreement, as well as any and all prior and future agreements shall be kept strictly confidential. Confidential information shall include; (a) all writings, drawings and other graphic materials, and information conveyed electronically, disclosed by one Party to the other Party, regardless of whether the information is marked "Confidential" at the time of its disclosure. Confidential Information may also be disclosed by an inspection of one Party's materials by the other Party. (b) information disclosed orally by RWS to the Inspector. If disclosed orally, the Confidential Information must be designated as "Confidential" at the time of its disclosure. Mutual Covenant of Non-Competition Inspector will not create, nor cause the creation, of any product or service offered by RWS- including RecallChek, RecallTrak, 90-Day Warranties, The Call Centre, or any other product or service offerings of RWS, nor shall inspector offer a similar product to RecallChek for a period of at least two years following the expiration of this agreement. Likewise, RWS shall not compete, directly or indirectly, with Inspector in the business of Real Estate Inspections. License and Forfeiture of License RWS licenses Inspector to utilize the RecallChek logo in the course of advertising its home inspection business. RWS will also, from time to time, submit to inspectors marketing materials for use by Inspector with the ability to add Inspector's logos, USPs, and additional service offerings. RWS may also grant license to Inspector for use of URL's that include the name RecallChek (i.e. "recallcheksocal.com" or "recallchekbaltimore.com"). RWS must be consulted prior to execution of the purchase of a URL, and reserves the right to purchase any and all URL's with RecallChek, RecallTrak, or any derivation thereof within the URL name. This shall include any and all URL's and intellectual property acquired prior to the execution of this agreement. RWS shall not unreasonably withhold permission, nor shall RWS take more than 14 calendar days to respond to any request for license. All requests shall be made



by email or fax to; Email: 90day@RWSwarranty.com Fax: 317-218-0315 Forfeiture of License Inspector forfeits the right to use of all logos, intellectual property, reporting forms, and URL's, under any of the following circumstances; (a) Breach of Contract- any material breach of this agreement shall be grounds for forfeiture of license. (b) Cancellation of Contract- if for any reason Inspector cancels this agreement, including a non-renewal of this agreement for any reason, Inspector shall forfeit any and all property of RWS. In the case of reporting forms and intellectual property, Inspector shall destroy all property of RWS it holds at the time of forfeiture of license, and shall deliver to RWS satisfactory evidence to that effect. In the case of URL's, all URL's containing phrases or terms outlined above shall be redirected to the URL of RWS' choosing at the time of forfeiture. Redirects must be completed with 48 hours. Any slanderous, libelous, or negative campaigning of the property, products, and services of RWS during or after the term of this agreement are not permitted, and Inspector agrees to pay RWS' legal fees in implementing any actions in response to such activities regardless of the outcome. Inspector further agrees to pay any and all of RWS' reasonable attorney's fees in recovering intellectual property and URL's. Time Period, Renewal The initial term of this agreement shall be one year, cancelable by Inspector at any time during the agreement, and cancelable by RWS should Inspector breach the agreement in any way. Thereafter, this agreement is renewable at one-year periods, upon mutual agreement that the term shall be extended. Protections for RWS Should Inspector fail to pay any bill to RWS in a timely manner, any and all billings shall revert to the retail price plus a 20% late fee for each service (for RecallChek, that price is currently \$9.00). Should Inspector breach this contract in any manner, all billings shall revert to the retail price for each service. Protections for Inspector The price of \$9.00 per RecallChek report is fixed for the initial term of this agreement. Thereafter, the price per report cannot be increased any more than \$0.75 per renewal period. RecallChek is responsible for the content of the RecallChek report, and inspector shall notify RecallChek of any claim against them regarding the RecallChek report immediately. So long as this occurs, RecallChek will take on any expense and liability related to the RecallChek report. Miscellaneous (1) This Agreement shall be governed by, construed, interpreted, and enforced in accordance with the laws of the State of Indiana, and the courts of the State of Indiana shall have exclusive jurisdiction over any controversy hereunder. (2) If any provision of this Agreement shall be held invalid or unenforceable by a final decree of a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect. (3) This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements or understandings therebetween. All additions or modifications to this Agreement must be in a writing signed by both Parties. (4) Inspector agrees to pay any and all fees associated with collection or litigation undertaken by RWS under this agreement. Addendums: None

Agreed on: 01-03-2011 15:54 from IP: 216.206.91.0