Draft
RESNET HERS Software Tools Provider Accreditation Agreement
Last Updated October 2017

This agreement governs the accreditation by RESNET of Home Energy Rating (HERS) Software Tool Providers under the Mortgage Industry National Home Energy Rating Systems Standards (RESNET Standards). Each RESNET- accredited HERS Software Tool Provider shall adhere to the requirements for accreditation established by RESNET. Continued accreditation and approval of new versions of Rating Software by RESNET is further contingent on the HERS Software Tool Provider complying with those requirements as they may be altered or amended from time to time with notice to the HERS Software Tool Provider. This commitment to fulfilling all obligations of a HERS Software Tool Provider is critical to the RESNET structure that has been established to deliver credible HERS Index score and home energy ratings to the marketplace.

In order to meet a higher standard of quality and service, all parties must strictly adhere to the RESNET Standards. The processes defined in the Standards, are proprietary to RESNET and a requirement when used with the HERS Index trademark. To meet this high level of quality and service, accredited HERS Software Tool Providers are required to sign this agreement and adhere to the following:

I. **Software Tool Provider Compliance**. Software tool's calculations shall comply with all RESNET Standards including ANSI and Non-ANSI RESNET Standards, amendments, technical interpretations, Board of Directors policies,   RESNET Publications and the RESNET Code of Ethics. The tool must pass all of the suite of software tests adopted by RESNET.

II. R**ESNET Buildings Registry.** Maintain the integrity and accuracy of the RESNET Buildings Registry by ensuring the ability for the accredited rating provider to upload all rated homes in accordance with Section 102.1.4.10 of the RESNET Standards which shall generate a raw data file that will be stored in the RESNET Buildings Registry that enables research, reporting and RESNET staff being able to replicate the rating for quality assurance purposes.

III. **HERS Software Tool Access**. Provide access to designated RESNET Staff with a non-expiring license to the accredited software tool. This access must allow the rating, as submitted to the Building Registry, to be replicated in its entirety, for the purpose of quality assurance and verification.

IV. **RESNET Registry Schema**. Adhere to the most current version of the RESNET Registry schema and agree to amend the accredited software tool to adhere to the schema revisions, within the timelines set forth by RESNET. Schema details can be found on RESNET's GitHub page: https://github.com/natresnet/buildingregistry-schema-v2

V. **License Requirements**. Only license to RESNET accredited rating providers a HERS Software Tool whose version is posted on the RESNET web site that will allow the rating provider to upload HERS rating building files to the RESNET Buildings Registry. A list of accredited rating providers is located here http://www.resnet.us/professional/programs/providers

VI. **Use of RESNET Branding**. The Software Provider may post the RESNET logo on its web site and must include a link from the logo to www.resnet.us. The Software Provider shall comply with all of the usage guidelines and requirements of the "RESNET Professionals Logo Guide" posted at http://www.resnet.us/professional/brand-assets

VII. **Data Collection & Building Registry Access**. The Software Provider acknowledges that the Rating Data collected from the Software Provider and Building Registry Access will be disclosed non-exclusively to Organizations, Government Agencies, Researchers and any Authorized Users, based on RESNET Board policy and a confidential relationship established by RESNET.

VIII. **Provider Disciplinary Procedures**. The Software Provider will comply with and be held to the provisions of Provider disciplinary procedures by RESNET, including probation, suspension, and revocation of accreditation as set forth in the RESNET Standards, (Chapter 9) and will have available to it the rights to appeal provided for in RESNET Standards;

IX. **Termination**. In addition to any other termination right provided herein, each party may terminate this Agreement for any uncured breach of its provisions by the other party. If the breach is curable, the breaching party will have thirty (45) days from the date of receiving written notice of the breach to cure it. If a curable breach is not remedied within the 45-day cure period, the non-breaching party may immediately terminate this Agreement. Notwithstanding any provision in this Agreement to the contrary, RESNET may immediately terminate this Agreement without notice in the event that the Software Provider commits any act or omission that would be a breach of the ownership, use, copying, distribution, confidentiality provisions of this Agreement. Upon expiration or termination of this Agreement for any reason, Software Provider will immediately cease to use of RESNET branding and destroy all confidential & proprietary information.

X. **Hold Harmless Clause**. The Software Provider will indemnify, hold harmless, and defend RESNET and its officers, agents, and employees from losses, damages, and judgments arising from the Software Provider's performance under this Accreditation except to the extent that such liability arises from the gross negligence of RESNET, but only to the extent that they are found to be caused by a negligent act, error, or omission of the Software Provider or the Software Provider's officers, directors, members, partners, agents, employees, or subcontractors. RESNET will indemnify, hold harmless, and defend Software Provider from losses, damages, and judgments arising from this Accreditation as a result of acts of gross negligence by RESNET or RESNET's officers, directors, agents, or employees.

XI.   **Confidentiality.** The Software Provider and RESNET shall keep all information confidential and shall not disclose, provide or otherwise make available to any person(s) any Proprietary Information*. Both parties (i) shall use his or her best efforts, and shall employ reasonable security measures, to prevent any unauthorized disclosure of the Proprietary Information and (ii) shall immediately advise of any information received of any actual or potential unauthorized disclosure or access.

        * Proprietary Information includes processes, formulas, data, computer programs, software and documentation, know-how, improvements, discoveries, developments, designs, algorithms, inventions, techniques, strategies, new products, marketing plans, forecasts, unpublished financial statements, business forms, contract forms, report formats, budgets, projections, licenses, prices, costs, customer, client and supplier lists, and any other information of a similar nature not available to the public, whether oral or written, in drawings or in machine-readable form, and whether or not expressly marked "Confidential" or "Proprietary".

XII.   **Governing Law.** This accreditation agreement is governed by the laws of the State of California and the Software Provider shall perform all aspects of the accreditation called for in compliance with all appropriate laws and regulations. It is the responsibility of the Software Provider to insure that all federal, state, and local permits and licenses necessary to his/her performance of this accreditation agreement have been obtained. All lawsuits concerning this contract shall be brought in the Superior or District Courts of San Diego County, State of California and shall be subject to the laws of the State of California without recourse to such state's choice of law rules.

XIII.   **No Assignment or Delegation.** This accreditation agreement is neither assignable nor delegable in whole or in part by Software Provider to any other party without the prior written consent of RESNET, such consent may be withheld in RESNET's sole discretion.

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HERS Software Tool Provider Organization Name

_____   _____
Signee's Name   RESNET Signee

_____   _____
Signature   Signature

_____   _____
Date   Date