

**Draft**  
**End User License Agreement**

This License Agreement, entered into by Residential Energy Services Network, Inc. (hereinafter RESNET) and \_\_\_\_\_, a RESNET-accredited Software Provider (hereinafter the Provider), is a no-cost, non-exclusive, limited agreement granting a license to use the copyrighted calculation equations, procedures and other proprietary materials RESNET MINHERS Standards<sup>®</sup> (hereinafter the Standard) within the Provider's RESNET-accredited HERS Software Tool for the purposes of calculating the Energy Rating Index specified by the Standard subject to the limitations of this License Agreement.

**Limitations**

1. The Provider shall not make available the RESNET accredited Software Tool using the subject copyrighted calculation equations, and procedures to parties other than RESNET-accredited HERS Rating Providers, RESNET-accredited Quality Assurance Providers and Certified HERS Raters without the express written permission of RESNET. For the avoidance of doubt, nothing prohibits the Provider from using the Standard in software tools other than the RESNET-accredited HERS Software Tool for calculating the Energy Rating Index for non-RESNET-accredited Rating Providers, Quality Assurance Providers and Raters; provided, Provider may not incorporate RESNET-owned intellectual property into any such tools without the express written consent of RESNET.
2. Software Provider shall not license software that is represented as RESNET accredited to calculate compliance to the International Energy Conservation Code's Energy Rating Index Performance Path to parties other than RESNET accredited Rating Providers.
3. The Provider shall maintain their annual RESNET accreditation as a HERS Rating Software Tool.
4. The provisions and limitations of this License Agreement shall flow down to all end users of the RESNET-accredited HERS Rating Software Tools authorized for use through this License Agreement.

**Termination**

In the event the terms and limitations of this License Agreement are violated by the Provider, RESNET shall have the exclusive right to revoke this License Agreement, revoke the Provider's RESNET accreditation, pursue civil and criminal legal recourse as may be necessary or take all of these actions. RESNET or the Provider may terminate this Agreement with a sixty (60) day written notice to the other party at any time for any or no reason.

This License Agreement to use the subject copyrighted materials is entered into by RESNET and the Provider on the dates specified below:

**For RESNET:**

**For the Provider:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_

\_\_\_\_\_

Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date