teardowns.com

Subscription Agreement

Converted from the attached "Licensing Agreement" template and revised to reflect a subscription-based relationship.

Effective Date	________________
Provider	____ ("Provider")
Subscriber	____ ("Subscriber")
Service Name	"The System" and related subscription services

This Subscription Agreement ("Agreement") is entered into as of the Effective Date above by and between Provider and Subscriber. The parties agree as follows:

1. Subscription Grant and Scope

Provider grants Subscriber, during the Term and subject to this Agreement, a limited, non-exclusive, non-sublicensable, revocable subscription right to access and use the password-protected website, domains, software, systems, and related programs owned or controlled by Provider (collectively, the "Services") solely for Subscriber's internal business purposes within the assigned territory described in Addendum 1.

The Services include the website currently identified as http://www.teardowns.com and may include intuitive brands, domains, listing distribution systems, public and private listing networks, data collection, retention and management systems, automated customer communications, user management functions, marketing programs, editable marketing materials, and related "How It Works" materials. Additional domain use may include raserz.com, scraperz.com, nockdowns.com, thelotsize.com, and valueinland.com.

Subscriber may use the Services for lead generation in real estate and related industries, collecting and cataloging real estate buyers and sellers, marketing, distributing listing information, managing users, operating marketing programs, and using the marketplace platform. With Provider's prior written approval, Subscriber may use Subscriber-owned domains that forward to Provider-controlled domains or Services.

Subscriber's subscription rights are limited to the assigned territory listed in Addendum 1. Nothing in this Agreement obligates Subscriber to use the Services to any minimum extent.

2. Nature of Relationship; No Transfer of Ownership

This Agreement is a subscription for access to and use of the Services during the Term. It is not a sale, assignment, or transfer of ownership of any intellectual property. Provider retains all right, title, and interest in and to the Services, all software, domains, systems, content, documentation, workflows, business methods, and related intellectual property.

Except for the limited subscription rights expressly granted in this Agreement, no rights are granted to Subscriber by implication, estoppel, or otherwise.

3. Subscription Fees and Payment

Subscriber shall pay the fees set out below and in Addendum 2.

Fee Type | Due Date | Amount

Fee Type	Due Date	Amount
Initial Subscription / Binder Fee	On execution / Effective Date	$__________
Recurring Subscription Fee	On each anniversary date while this Agreement remains in effect	$__________

Provider may invoice Subscriber fifteen (15) days before each due date. Payments may be made electronically through PayPal or by USPS mail, as mutually agreed by the parties. Except as expressly stated in this Agreement, fees are non-refundable.

4. Configuration, Branding, and Business Operations

Subscriber may use any or all approved domain names and may customize design elements such as colors and fonts. Subscriber may also design and operate Subscriber's own business model(s) for sales and operations. Subscriber is not required to use Provider's business models, provided Subscriber's use of the Services complies with this Agreement and applicable law.

5. Confidentiality

Subscriber shall keep confidential all non-public aspects of the Services, including software access credentials, systems, workflows, technical information, non-public business methods, and the non-public commercial terms of this Agreement. Subscriber shall not disclose such information except to personnel or advisors with a need to know who are bound by confidentiality obligations at least as protective as those stated here.

This section survives expiration or termination of the Agreement.

6. Term

The initial term of this Agreement is two (2) years beginning on the Effective Date. Thereafter, the Agreement may be renewed for one additional consecutive two-year term by mutual written agreement of the parties. Additional terms or service modifications may be added by mutual written agreement and may be documented in Addendum 2 or another signed amendment.

7. Suspension and Termination

If either party materially breaches this Agreement, the non-breaching party may terminate this Agreement by written notice unless the breaching party cures the breach within thirty (30) days after receiving written notice.

Provider may suspend access to the Services during any uncured payment default, security incident, unauthorized use, or other material breach if reasonably necessary to protect the Services, other users, or Provider's rights. Suspension does not waive any other contractual remedy.

Upon expiration or termination, Subscriber's subscription rights end immediately, and Subscriber shall stop using the Services and any Provider-controlled domains, credentials, and materials except to the extent the parties agree in writing on transition steps.

8. Assignment and Transfer

Subscriber may not assign, delegate, transfer, or sublicense this Agreement or any subscription rights under it without Provider's prior written consent. Provider may approve or deny a requested transfer in its reasonable discretion, including based on the proposed transferee's qualifications, territory conflicts, compliance history, or operational fit.

9. Additional Terms

A teardowns.com or infillRE.com email domain may be created and offered to Subscriber. Provider will maintain a real estate license during the Term of this Agreement. The parties may add further business terms by written addendum signed by both parties.

Addendum 1 – Assigned Territory

(Zip codes / territory / state / county)

____

Addendum 2 – Commercial Terms

• An initial subscription / binder fee of $_________ is due upon execution of this Agreement.

• The recurring subscription fee of $_________ is due on each anniversary date while this Agreement remains in effect.

• Provider may create and offer Subscriber a teardowns.com or infillRE.com email account or domain-based email address.

• Provider will maintain a real estate license during the Term of the Agreement.

• Provider uses PayPal for invoicing subscription payments. Invoices are sent to Subscriber fifteen (15) days before the applicable due date. Payments may be made electronically via PayPal or by USPS mail, as mutually agreed by the parties.

Provider Signature

Name	______________________________
Signature	______________________________
Date	______________________________

Subscriber Signature

Name	______________________________
Signature	______________________________
Date	______________________________
Contact Information	______________________________

Contact: infillRE | Remote | Phone: 630-654-4100 | Email: info@teardowns.com