

**PURCHASE AND LIMITED USE AGREEMENT FOR INSPECTION TRAINING ASSOCIATES'
"MOLD SURVEY" REPORT FORMS**

Intent

It is the intent of this agreement to set forth the terms and conditions under which the Purchaser agrees to utilize the "Matrix" and "Matrix DeLuxe" Report Forms, hereinafter referred to as Report Forms, purchased by him/her from Inspection Training Associates, hereinafter referred to as ITA.

Purchaser understands that, due to the complex and technical nature of the mold inspection/survey process, conditions may exist which may not be reflected in the Report Forms. Purchaser acknowledges that the Report Forms will only be employed as a document to facilitate the presentation of information compiled by the Purchaser and will *not* be relied upon or presented as a guide or teaching aid to substitute for a lack of experience or knowledge on the part of the Purchaser or user under his/her direct or indirect employ or supervision, in the area of mold inspection/survey.

Usage

Purchaser stipulates and maintains that he/she has purchased the Report Forms from ITA for his/her sole use, or for the use only of his/her employees or sub-contractors. Purchaser agrees not to disseminate the Report Forms or any reproductions thereof to any parties other than those directly involved in the course of a bona fide mold inspection/survey. Purchaser further acknowledges that any unauthorized duplication of Report Forms for the purpose of utilizing such materials in the completion of a mold inspection/survey constitutes a direct violation of United States Copyright Law and further acknowledges that such actions will result in prosecution in Federal Court.

General Release

Purchaser hereby releases, discharges and acquits Inspection Training Associates, a California Corporation, including and without limitation, its agents, employees, servants, directors, attorneys, assigns and successors (hereinafter referred to as "Releasees"), and each of them, of and from any and all claims, demands, sums of money, actions, rights, causes of actions, obligations and liabilities of any kind or nature whatsoever which Purchaser may have had or claims to have had, or now has or claims to have, or hereafter may have or asserts to have, including, without limitation, those which arise out of or are in any manner whatsoever, directly or indirectly, connected with or related to the Report Forms and his/her use thereof. Purchaser hereby expressly waives the provisions of California Civil Code section 1542 which provides that "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." or any similar state statute in Purchaser's jurisdiction.

Purchaser agrees to defend, indemnify and hold Releasees harmless from any and all claims, demand, damages, debts and liabilities, obligations, costs, expenses, liens, attorneys' fees, actions and causes of actions brought about by, or arising from Purchasers' usage of the Report Forms in the conduct of their business. In this connection, Purchaser agrees that this Release may be pleaded as a defense and/or as a cross-complaint, counterclaim, cross-claim or third party complaint in each such lawsuit and proceeding.

Should any **claim**, suit or arbitration arise to enforce or interpret this instrument, the prevailing party shall recover all reasonable attorneys' fees and all costs from the other party.

PURCHASER ACKNOWLEDGES THAT HE/SHE HAS READ THIS PURCHASE AND LIMITED USE AGREEMENT AND THAT HE/SHE FULLY KNOWS, UNDERSTANDS AND APPRECIATES ITS CONTENTS AND THAT HE/SHE EXECUTES THE SAME AND MAKES THE AGREEMENT PROVIDED FOR THEREIN VOLUNTARILY AND OF HIS/HER OWN FREE WILL,

PURCHASER: _____

PRINT NAME: _____

COMPANY NAME: _____ DATED: _____

When ordering, please sign and date and return this document for our files - retain a copy for your records. Thank You.