

MRMLS LISTING INFORMATION LICENSE AGREEMENT

(MRMLS data feed to Affiliated VOW Partner)

This Listing Information License Agreement (the "Agreement") is made and entered into by and between MULTI REGIONAL MULTIPLE LISTING SERVICE, INC., a California corporation ("MRMLS"), the real estate firm whose name and contact information appear on the Signature Page of this Agreement designated "Participant Information and Signature" ("Participant"), and the company or individual(s) whose name and contact information appear on the Signature Page of this Agreement designated "Affiliated VOW Partner Information and Signature" ("AVP").

RECITALS

Participant wishes to obtain and MRMLS wishes to provide MLS Listing Information, as defined in Section 1 of this Agreement, for use on Participant's Virtual Office Website ("Participant's VOW"). Participant wishes to engage AVP to operate Participant's VOW on behalf of Participant and subject to Participant's supervision, accountability, and compliance with MRMLS' Rules, as defined in Section 1 of this Agreement.

AVP wishes to and has or will enter into an agreement with Participant to operate Participant's VOW, and seeks to obtain access to the MRMLS Listing Information for such purpose.

In exchange for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, MRMLS, Participant, and AVP agree as follows.

DEFINITIONS

1. For purposes of this Agreement, the following terms shall have the meanings set forth below.
 - a. Affiliated VOW Partner (AVP) means an entity or person designated by a Participant to operate a VOW on behalf of the Participant, subject to the Participant's supervision, accountability, and compliance with MRMLS' VOW Policy and Rules. For purposes of this Agreement, the AVP is the company or individual(s) whose name and contact information appear on the Signature Page of this Agreement in the section designated "Affiliated VOW Partner Information and Signature."
 - b. MRMLS Listing Information means active listing information provided by Participants to MRMLS and aggregated and distributed by the MRMLS to Participants, except for any listing for which the seller has withheld permission to have the listed property displayed on the Internet.
 - c. MRMLS Server means the computer server or servers, including both hardware and software, maintained by MRMLS which contains the MRMLS Listing Information and provides or provide the means for AVP to access the MRMLS Listing Information.
 - d. Participant means any REALTOR® who is a principal, partner, corporate officer, or branch office manager acting on behalf of a principal who participates in the Multiple

Listing Service by agreeing to conform to the rules and regulations thereof. For purposes of this Agreement, a "Participant" may also be a non-principal broker or sales licensee affiliated with a principal who operates a VOW with the principal's consent. For purposes of this Agreement, the Participant is the real estate firm or individual whose name and contact information appear on the Signature Page of this Agreement in the section designated "Participant Information and Signature."

- e. Rules refers to the MRMLS Rules and Regulations, as amended from time to time; the VOW Policy; the VOW Rules; any applicable access standards and technology standards; and any operating policies relating to the MRMLS Listing Information.
- f. Virtual Office Website (VOW) refers to an MRMLS participant's Internet website, through which the participant is capable of providing real estate brokerage services to consumers with whom the participant has first established a broker-consumer relationship (as defined by state law) where the consumer has the opportunity to search MRMLS Listing Information, subject to the participant's oversight, supervision, and accountability.

LICENSE

- 2. License Grant. Subject to the terms and conditions of this Agreement, MRMLS hereby grants to AVP a License to receive from MRMLS an electronic datafeed of the MRMLS Listing Information for use solely and exclusively in connection with the display of MRMLS Listing Information on Participant's VOW.
- 3. Limitations on License. Except as expressly set forth in this Agreement AVP shall not, and shall not facilitate, cause, or allow anyone else, to do any of the following: (a) use, display, access, distribute, transfer, alter, or modify the MRMLS Listing Information, or otherwise create any derivative works of the MRMLS Listing Information, (b) download, distribute, export, deliver, or transmit any of the MRMLS Listing Information, including to any computer or other electronic device, except Participant's VOW as permitted under this Agreement, or (c) sell, grant access to, or sublicense the MRMLS Listing Information, or any portion of the MRMLS Listing Information, to any third party including, but not limited to, other "Participants" who have not entered into a separate agreement for licensing the Listing Information from MRMLS or who no longer are in good standing with a member Association of MRMLS. AVP agrees to take all reasonable steps necessary to protect the MRMLS Listing Information from unauthorized access, distribution, copying or use.
- 4. License Fees and Payment; Expenses. In consideration for the License granted under this Agreement, AVP agrees to pay to MRMLS the license fees and other fees described on the attached Schedule A to this Agreement (the Fees). The Fees shall be payable as provided on Schedule A. Participant may pay the Fees on behalf of AVP, except that if Participant fails to pay any such amounts when due, AVP shall be liable to MRMLS for such amounts until paid. AVP agrees to pay all costs of collection of all unpaid amounts owing to MRMLS under this Agreement, including reasonable attorneys' fees and costs. AVP shall be responsible for its own expenses and costs under this Agreement, and MRMLS shall have no obligation to reimburse

AVP for any expenses or costs incurred by AVP in the exercise of AVP's rights or the performance of AVP's duties under this Agreement.

5. No Warranties. THE LICENSE GRANTED UNDER THIS AGREEMENT, INCLUDING ACCESS AND DISPLAY OF THE MRMLS LISTING INFORMATION, IS PROVIDED "AS IS," AND, EXCEPT FOR THE WARRANTIES SET FORTH IN SECTION 19 OF THIS AGREEMENT, MRMLS DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

COMPLIANCE

6. Rules. Participant and AVP hereby acknowledge that MRMLS has provided each with a copy of MRMLS' Rules and agree to be bound by and comply with the Rules.
 - a. The Rules may include terms and limitations in addition to those set forth in this Agreement. In the event of any inconsistency, the terms of the Rules will govern.
 - b. MRMLS may modify the Rules at any time, in its sole discretion. MRMLS agrees to deliver to Participant and AVP any modification of the Rules, and Participant and AVP shall comply with such modification not later than three (3) business days after receipt.
7. Means of Accessing the MRMLS Listing Information. Access by AVP to the MRMLS Listing Information shall be exclusively by the means, including the format and method of delivery, designated by MRMLS. MRMLS may, in its sole discretion and upon thirty (30) days prior written notice to AVP, change the means and nature of accessing the MRMLS Listing Information.
8. Authorization to Access the MRMLS Listing Information. AVP hereby acknowledges and agrees that (i) AVP has no independent participation rights in the MRMLS by virtue of this license; (ii) AVP shall not use MRMLS Listing Information except in connection with operation of Participant's VOW pursuant to this Agreement; and (iii) access by AVP to MRMLS Listing Information is derivative of the rights of Participant.
9. MRMLS Access to the VOW. Participant shall at all times make Participant's VOW readily accessible to MRMLS and to all MRMLS Participants for purposes of verifying compliance with the Rules. Participant's VOW shall be accessible to MRMLS and all MRMLS Participants, without the necessity of completing a registration process, at the URL/Web address (including any necessary third-level domain names) set forth on the signature page of this Agreement.
10. Changes to MRMLS's Server. MRMLS shall not be obligated to make any changes to MRMLS' Server, including any software running on MRMLS' Server, the configuration, applicable protocols, or any other aspect of MRMLS' Server for any reason as a consequence of AVP's access to the MRMLS Listing Information. Participant and AVP acknowledge that the MRMLS Server, together with access to the MRMLS Listing Information, may from time-to-time be unavailable to AVP, whether because of technical failures or interruptions, intentional downtime for service or changes to the MRMLS Server, or otherwise. Participant and AVP agree that any modification of the MRMLS Server, any interruption or unavailability of access to the MRMLS Server, or access to or use of the MRMLS Listing Information shall not constitute a default under this Agreement. MRMLS shall have no liability of any nature to Participant or AVP for, and

Participant and AVP waive all claims arising out of, any such modifications, interruptions, unavailability, or failure of access.

OWNERSHIP

11. Ownership of Intellectual Property. AVP acknowledges and agrees that the MRMLS Listing Information is proprietary, original works of authorship of MRMLS, may consist of information for which MRMLS has sufficient rights to grant this license, and is protected under United States copyright law. AVP further acknowledges and agrees that all right, title, and interest in and to the MRMLS Listing Information and any modifications, enhancements, or derivative works of the MRMLS Listing Information, are and shall remain with MRMLS. This Agreement does not convey or grant to AVP an interest in or to the MRMLS Listing Information, but only a limited right to access and display the MRMLS Listing Information, revocable in accordance with the terms of this Agreement. AVP agrees that it will not challenge or take any action inconsistent with MRMLS's ownership of or rights to the MRMLS Listing Information as described herein.
12. Trademark License. MRMLS grants to AVP a limited, non-exclusive, revocable license to use MRMLS's trademark(s) identified in Exhibit B for the sole purpose of identifying MRMLS as the source of the MRMLS Listing Information ("MRMLS Trademark"). AVP agrees that it shall not use the MRMLS Trademark, or any marks that are confusingly similar, assert any right, license, or interest with respect to any trademarks of MRMLS, or represent or suggest any affiliation between MRMLS and AVP. AVP agrees that it will not file any applications or assert any rights to the MRMLS Trademark in the United States, or any other country or territory. MRMLS may subsequently grant similar rights to AVP to use other trademarks of MRMLS, and AVP's use thereof shall be subject to the provision of this paragraph as if they had been included in Exhibit B.
13. Proprietary and Other Notices. AVP agrees that it will include and not alter or remove any trademark, copyright, other notices, or any disclaimers located or used on or in connection with the MRMLS Listing Information. AVP agrees to provide notice to any person with access to the display of the MRMLS Listing Information that the source of the MRMLS Listing Information is MRMLS.

TERM AND TERMINATION

14. The term of this Agreement shall commence on the "Effective Date" set forth on the "MRMLS Information and Signature Page." MRMLS may, by delivery of written notice to Participant and AVP, terminate this Agreement effective immediately upon the occurrence of any of the following events:
 - a. AVP giving MRMLS and Participant written notice of the termination;
 - b. Participant giving notice to MRMLS that it no longer intends to display the MRMLS Listing Information on the VOW;
 - c. AVP being no longer designated to provide VOW services to Participant;
 - d. Participant ceasing to remain a participant in the MRMLS;
 - e. AVP accessing or downloading data in a manner not authorized for Participants that hinders the ability of Participants to download data;
 - f. Participant or AVP violating a VOW Policy or VOW Rule; or
 - g. Participant or AVP failing to make required payments to the MRMLS.

15. MRMLS acknowledges and agrees that it may not suspend or terminate AVP's access to data for reasons other than those that would allow MRMLS to suspend or terminate Participant's access to data, or without giving the AVP and Participant prior notice of the process set forth in the applicable provisions of the Rules for suspension or termination of Participant's access.
16. No Fees, portion of the Fees, or other fees payable by AVP under this Agreement will be refunded to AVP upon termination of this Agreement for any reason.

WARRANTIES, INDEMNIFICATION AND LIMITATION OF LIABILITY

17. Mutual Representations and Warranties. Each party represents and warrants to the others as follows: (a) this Agreement, when executed by such party, will be valid, binding and enforceable with respect to such party in accordance with its terms; (b) the execution of this Agreement and/or the performance of such party's obligations under this Agreement will not constitute a default, or an event which with the passage of time, the giving of notice, or both, would constitute a default, under any other agreement by which such party is bound; and (c) AVP is not and shall not be under any disability, restriction, or prohibition related to the execution of this Agreement and the performance of its obligations under this Agreement. AVP further represents and warrants to MRMLS that the grant of the License to AVP and the fulfillment of AVP's obligations as contemplated under this Agreement are proper and lawful.
18. Indemnification. Participant and AVP indemnify and hold harmless MRMLS, its officers, directors, employees, member Associations, and licensees, from and against any and all claims, demands, liabilities, and actions, including the payment of all legal expenses, including reasonable attorneys' fees and costs, arising out of or connected with any breach by Participant or AVP of any of the terms and conditions of this Agreement, including any breach of representation or warranty set forth in this Agreement, and the use and display of the MRMLS Listing Information. MRMLS shall have the right to control its own defense and engage legal counsel acceptable to MRMLS.
19. Limitation of Liability. TO THE FULLEST EXTENT AVAILABLE UNDER APPLICABLE LAW, MRMLS'S ENTIRE AND CUMULATIVE LIABILITY TO PARTICIPANT OR AVP, OR ANY THIRD PARTY, FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS, OR ACTIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE USE OR DISPLAY OF THE MRMLS LISTING INFORMATION, INCLUDING ANY TORT, SUCH AS NEGLIGENCE, SHALL NOT EXCEED AN AMOUNT EQUAL TO THE LICENSE FEE PAID TO MRMLS UNDER THIS AGREEMENT DURING THE ONE (1) YEAR PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM ACCRUED. WITHOUT WAIVER OF THE LIMITATIONS SET FORTH IN THIS AGREEMENT, IN NO EVENT SHALL MRMLS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES OR LOST PROFITS, EVEN IF MRMLS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

REMEDIES

20. MRMLS, Participant, and AVP agree that a breach of this Agreement will result in immediate and irreparable injury and harm to MRMLS. In such event, MRMLS shall have the right to immediately terminate AVP's access to the MRMLS Information and to obtain an

injunction, specific performance, or other equitable relief to prevent the violation of the obligation under this Agreement; provided, however, that this shall in no way limit any other remedies which MRMLS may have including, without limitation, the right to seek monetary damages.

21. Costs of Litigation. If any action is brought by any party to this Agreement against another party regarding the subject matter of this Agreement, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorneys' fees, costs, and expenses of litigation.

GENERAL PROVISIONS

22. Governing Law; Submission to Jurisdiction. This Agreement is governed by and enforced according to the laws of the State of California. Participant and AVP hereby submit and consent to, and waive any defense to, the jurisdiction of courts located in Los Angeles County, California, as to all matters relating to or arising from this Agreement.
23. Notices. All notices to be given under this Agreement shall be made in writing and delivered by U.S. certified mail, facsimile transmission, or email to the appropriate party at the address provided on the Signature Page of this Agreement. The foregoing addresses may be changed from time-to-time by delivering notice of such change to the parties to this Agreement. Notice shall be effective upon receipt.
24. No Joint Venture. Nothing in this Agreement shall be construed to create a partnership or joint venture between MRMLS and AVP.
25. Severability. Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable shall not invalidate or make unenforceable any other provision of this Agreement.
26. No Waiver. The waiver by either party of, or the failure of either party to take action with respect to any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition, or subsequent breach of the same, or any other term, covenant or condition contained in this Agreement.
27. No Assignment. Neither Participant nor AVP may assign or otherwise transfer any rights under this Agreement to any party without the prior written consent of MRMLS.
28. Survival. The obligations of Participant and AVP set forth in Sections 5, 7, 10, 13, 14, 20, and 21 under this Agreement shall survive the termination of this Agreement.
29. Execution and Amendment. This Agreement may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument. Facsimile signatures are deemed to be equivalent to original signatures for the purposes of this Agreement. This Agreement may not be amended except in writing signed by Participant, AVP, and MRMLS.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their authorized representatives as of the Effective Date.

Effective Date: _____

MRMLS Information and Signature

Signature

Name, Title

Street Address

City, State, Zip Code

Email Address

Phone Number

Facsimile Number

Participant Information and Signature

Signature

Name, Title

Street Address

City, State, Zip Code

Email Address

Phone Number

Facsimile Number

[NOTE: If "Participant" is a non-principal broker or sales licensee, then the affiliated principal real estate broker or broker in charge must also sign this Agreement below.]

Participant's URL/Website Address: _____
(URL Address Information is mandatory for License approval)

Affiliated VOW Partner Information and Signature

Signature

Name, Title

Street Address

City, State, Zip Code

Email Address

Phone Number

Facsimile Number

Broker Information and Signature

Signature

Name, Title

Street Address

City, State, Zip Code

Email Address

Phone Number

Facsimile Number

SCHEDULE A

Fees and Payment Terms

None. (However, MRMLS reserves the right to implement a license fee at a later date, based upon the cost of providing access to the Listing Information in accordance with the National Association of Realtors guidelines.)

SCHEDULE B

Trademarks Licensed to AVP

Multi Regional Multiple Listing Service, Inc.

MRMLS