

920 E. LONG LAKE RD. – SUITE 100A TROY, MI 48085  
PH: 248-247-1040 **FX: 248-247-1045**

## Broker Data Sharing Agreement

**THIS BROKER DATA SHARING AGREEMENT** is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and among MiRealSource, Inc. ("**MiRealSource**"), \_\_\_\_\_ ("**Shareholder**"), and \_\_\_\_\_ (collectively, "**the Consultants**", if any), as follows:

### WITNESSETH:

**WHEREAS**, MiRealSource is engaged in the business of providing multiple listing services (as defined below) to Shareholder and other real estate Brokers; and

**WHEREAS**, Shareholder, together with other real estate brokers, are all Members of MiRealSource and utilize the multiple listing service provided by MiRealSource; and

**WHEREAS**, MiRealSource wishes to provide, as part of its services, a data sharing arrangement by which Shareholder (**together with Broker's agents**) and the other "Broker-Members" (**and their agents**) of MiRealSource can utilize their Broker Data (as herein defined) in connection with their respective Internet websites; and

**WHEREAS**, Shareholder, by entering into this Agreement, wishes to utilize said data sharing arrangement and wishes to grant permission to other designated Broker-Members (**and their agents**) of MiRealSource to use the Broker Data of Shareholder pursuant to similar Broker Data Sharing Agreement(s) to be entered into by the Broker-Members to whom Shareholder grants said permission.

**NOW THEREFORE**, for good and valuable consideration, the parties hereby agree as follows:

1. **DEFINITIONS.** For purposes of this Agreement, the following terms shall have the meanings set forth below.
  - a) **Broker Data Sharing:** The process by which Shareholder both gives permission to other Brokers who are Members of MiRealSource (**and the agents of such other Brokers**) to display Shareholder's active listings on the web sites of said other Broker-Members, and receives permission from such other Broker-Members to display on Shareholder 's website the active listings of such other Broker-Members.
  - b) **Rules:** The Rules and Regulations of MiRealSource, as amended from time to time, including the Policies and Procedures of MiRealSource as they are published from time to time, which relate to the Broker Data.

- c) **Broker Data:** Shareholder is the owner of a business ("Business") which engages in the business of selling real estate and, in the course of such Business and in furtherance thereof, Shareholder has obtained from property owners ("Owners") certain real estate listings for the sale of the real estate owned by such Owners, which listings, together with all related data, compilations of such data, photographs, materials and information, comprise proprietary information of Shareholder.
- d) **Multiple Listing Service:** A service provided by MiRealSource for real estate brokers who are Members of MiRealSource ("**Broker-Members**"), which collects and disseminates information about real property that is or has been for sale, including a means for Broker-Members to make offers of cooperation and compensation to each other. Multiple Listing Services may also include, without limitation, the provision of data processing, technical support, consulting, and other information technology services to Broker-Members in connection with the sale and appraisal of real property.

## 2. GENERAL PROVISIONS:

- a) Shareholder has, pursuant to a certain Licensing Agreement in the form attached hereto as Exhibit A, previously granted to MiRealSource, and MiRealSource has accepted, a non-exclusive license ("**License**") to assemble the Compilation and to market, distribute, promote, administer and otherwise provide such services as are reasonably related to the marketing, distribution, promotion and administration of the Broker Data forming the Compilation.

**All parties hereto acknowledge that title to the Broker Data of the Shareholder remains at all times with the Shareholder and that title to the Broker Data of the aforesaid other Broker-Members who grant permission to the Shareholder remains at all times with said other Broker-Members.**

- b) Shareholder wishes to use the data sharing service to be provided by MiRealSource in one of two following forms:
  - (i) The first form of data sharing service ("**Basic Broker Data Sharing Link**") shall be provided pursuant to both the terms of this Agreement and the "**Basic Broker Data Sharing Rules**" which **appear in MiRealSource's Rules and Regulations as same may be changed from time to time.**
  - (ii) The second form of data sharing service ("**Enhanced Broker Data Sharing RETS**") shall be provided pursuant to both the terms of this Agreement and the "**Enhanced Broker Data Sharing Rules**" which **appear in MiRealSource's Rules and Regulations as same may be changed from time to time.**
- c) Shareholder shall select which service by completing the appropriate line on the attached Shareholder Information and Signature Page. Pursuant to said selection, MiRealSource will provide the data sharing service selected by Shareholder as provided above to permit the use by that Shareholder of the Broker Data of other Broker-Members who grant Shareholder permission, in connection with Shareholder's Internet websites, provided such use is in strict accordance with this Agreement and the MiRealSource Rules. Shareholder may wish to engage other companies or individuals who are not employees of Shareholder ("**Consultant**"), to perform data downloading, manipulation, and formatting, as well as programming and web design.

d) Shareholder wishes to grant permission to other Broker-Members for their use of Shareholder's Broker Data also in strict accordance with this Agreement and MiRealSource Rules. A list of the Broker-Members to whom Shareholder grants such permission shall be provided to MiRealSource by the Shareholder from time to time, which list may be modified by Shareholder at any time. Shareholder shall be responsible to update and monitor online permission granted to such other Broker-Members. Shareholder acknowledges that such other Broker-Members may wish to engage Consultants to perform data downloading, manipulation, and formatting, as well as programming and web design.

**3. MIREALSOURCE'S OBLIGATIONS:** During the term of this Agreement, MiRealSource shall provide Shareholder with the following services:

- a) displaying the Broker Data on Shareholder's and/or the Shareholder 's agents' web site(s);
- b) providing access to the Broker Data via a data link;
- c) providing access to the Broker Data via the Internet using Real Estate Transaction Standard ("**RETS**"), under the same terms and conditions MiRealSource offers to other Broker-Members;
- d) providing seven (7) day advance notice of changes to the file and record formats of the Broker Data;
- e) providing seven (7) day advance notice of changes to the Rules.

**4. SHAREHOLDER'S OBLIGATIONS:**

- a) Shareholder shall comply with the Rules at all times, including but not limited to, remaining "in good standing" ( as defined in MiRealSource Bylaws) at all times during the Term of this Agreement.
- b) Shareholder shall provide MiRealSource with a list of Broker-Members to whom Shareholder has granted permission to use Shareholder's Broker Data, and shall be responsible to update and monitor online permission to such Broker-Members.
- c) Shareholder shall provide MiRealSource with a list of Shareholder 's agents and shall be responsible to update such list as and when there are any changes to Shareholder 's agents.
- d) Shareholder shall comply with the requirements relating to Confidential Information set forth below.
- e) In the event that Shareholder desires to make the Broker Data or the Confidential Information available to any third party, Shareholder agrees to require such third party to execute this Agreement and become a Consultant.

- f) Shareholder shall notify MiRealSource within five (5) business days of any changes to the information relating to Shareholder which information is set forth below on the Shareholder Information and Signature page.

## 5. CONSULTANT'S OBLIGATIONS:

- a) Each Consultant acknowledges that title to the Broker Data is with the Shareholder and that title to the Compilation is joint with the Shareholder, other Broker-Members and MiRealSource all as set forth in the said Licensing Agreement.
- b) Each Consultant shall comply with the requirements relating to Confidential Information set forth below.
- c) Each Consultant shall notify MiRealSource within five (5) business days of any changes to the information relating to Consultant which information is set forth below on the Consultant Information and Signature page.
- d) Upon written notice from MiRealSource that a Shareholder is no longer in good standing with MiRealSource, each Consultant agrees to immediately terminate its services under this Broker Data Sharing Agreement on behalf of any such Shareholder to ensure that any such Shareholder no longer has access to the Confidential Information and Broker Data of either MiRealSource or other Broker-Members of MiRealSource, as the case may be.

## 6. CONFIDENTIAL INFORMATION:

- a) "**Confidential Information**" is information or material proprietary to MiRealSource and/or Shareholder and/or the other participating Broker Members (collectively, the "Protected Parties") or designated "confidential" by the Protected Parties and which is not generally known to the public, which Shareholder and/or Consultant (collectively, the "**Receiving Party**") may obtain or receive as a result of this Agreement. Confidential Information includes, but is not limited to, the following types of information and other information of a similar nature (whether in oral, visual, audio, written or other form):
- 1) all Broker Data, except the Broker Data to the extent to which this Agreement and the Rules permit its disclosure;
  - 2) all documentation and other tangible or intangible discoveries, ideas, concepts, designs, drawings, specifications, models, information;
  - 3) software, source code, object code, diagrams, flow charts;
  - 4) techniques, procedures;
  - 5) IP addresses, access codes and passwords; and
  - 6) any information that the Protected Parties obtain from any third party that the Protected Parties treat as proprietary or designate as Confidential Information, whether or not owned or developed by the Protected Parties.
- b) **Exceptions.** The Confidential Information *does not* include information that:
- 1) is in the public domain at the time of disclosure;
  - 2) is known to the Receiving Party at the time of disclosure or was acquired by the Receiving Party through proper and legal means and/or not in violation of this Agreement;

- 3) is used or disclosed by the Receiving Party with the prior written consent of the Protected Parties, to the extent of such consent;
- 4) becomes known to the Receiving Party from a source other than the Protected Parties without breach of this Agreement by the Receiving Party and provided that such source is not known by the Receiving Party to be bound by a confidentiality agreement with the Protected Parties; or
- 5) is required to be disclosed by judicial order or other compulsion of law, provided that the Receiving Party provides to the Protected Parties prompt advance notice of any such order prior to complying with same.

**7. RESTRICTIONS ON USE OF BROKER DATA AND CONFIDENTIAL INFORMATION:**

- a) **Restriction on Use - Scope of Use.** The Receiving Party will use or access the Broker Data of Shareholder and all other Broker-Members and the Confidential Information only as expressly permitted under this Agreement and the Rules and the Receiving Party will not use its access to the Broker Data or the Confidential Information for any other purpose. The Receiving Party will employ measures to protect the Broker Data of Shareholder and all other Broker-Members and the Confidential Information from disclosure at least as rigorous as those it uses to protect its own trade secrets, but in no event less than reasonable care.
- b) **Restrictions on Use – Unauthorized Uses.** The Receiving Party will not make copies of any Broker Data or Confidential Information. The Receiving Party will not directly or indirectly disclose, display, provide, transfer or otherwise make available any Broker Data or the Confidential Information to any person or entity, unless the Receiving Party has received prior written consent of the Protected Parties to do so. At no time and under no circumstances will the Receiving Party reverse engineer, decompile, or disassemble any software constituting part of any Broker Data or the Confidential Information. The Receiving Party will not incorporate any Broker Data or the Confidential Information into any other work or product.
- c) **Restrictions on Use – No Third Party Access.** Only the Receiving Party's own employees shall have access to any Broker Data or the Confidential Information. The Receiving Party will not provide access to any Broker Data or Confidential Information to third parties, including consultants or independent contractors, without prior written consent from the Protected Parties. If the Protected Parties grant consent, the Receiving Party will execute an agreement with the third party that imposes at least as strict a confidentiality obligation on the third party as that imposed by this Agreement on the Receiving Party.
- d) **Restrictions on Use – Location Restriction.** The Receiving Party will not remove any Broker Data or the Confidential Information from its principal place of business without the prior written consent of the Protected Parties. In the event the Protected Parties grant such consent, the Receiving Party is not relieved of any of its obligations under this Agreement.

**8. TERM AND TERMINATION:**

- a) The term of this Agreement begins on the "Effective Date" set forth on the

"Shareholder Information and Signature Page" below, and shall continue until terminated by either Shareholder or MiRealSource. Either Shareholder or MiRealSource can, at any time and in its sole discretion, terminate this Agreement upon twenty-four (24) hours prior advance written notice. This Agreement shall also terminate upon the occurrence of any of the following events:

- 1) Shareholder's notice to MiRealSource that it no longer intends to display Broker Data on its web site.
  - 2) Termination of Shareholder's privileges as a Member of MiRealSource.
- b) Within five (5) days of the end of the term of this Agreement or receipt of notice of termination by the Protected Parties, the Receiving Party will return to the Protected Parties all Broker Data and Confidential Information and all other materials provided by the Protected Parties to the Receiving Party. The Receiving Party will also erase, delete, or destroy any Broker Data and Confidential Information stored on magnetic media or other computer storage, including system backups. Upon the request of the Protected Parties, an officer of the Receiving Party will certify in writing that all materials have been duly returned and all magnetic or computer data have been destroyed.

**9. BREACH OR DEFAULT; REMEDIES:**

- a) If MiRealSource notifies Shareholder of a breach of the Rules or this Agreement, Shareholder shall immediately cure such breach.
- b) If MiRealSource notifies Shareholder of a breach of the Rules or this Agreement and Shareholder does not cure such breach within five (5) days of such notice, MiRealSource may contact Consultant directly to cure any such breach that is within Consultant's control. Consultant agrees to cooperate with MiRealSource and act immediately upon notification by MiRealSource of an uncured breach by Listing Broker.
- c) Because of the unique nature of the Broker Data and Confidential Information, MiRealSource, Shareholder and Consultant acknowledge that an aggrieved party would suffer irreparable harm in the event that any other party hereto breaches this Agreement, and that monetary damages would be inadequate to compensate an aggrieved party for a breach. All parties therefore agree that an aggrieved party shall be entitled, in addition to all other forms of relief, to injunctive relief as may be necessary to restrain any continuing or further breach by a party hereto, without showing or proving any actual damages sustained by the aggrieved party.

**10. SURVIVAL OF OBLIGATIONS.** The obligations of Data under this Agreement and the obligations of Consultants under this Agreement above shall survive the termination or expiration of this Agreement.

**11. ATTORNEY'S FEES.** If a party prevails in any action to enforce or interpret this Agreement or any provision hereof, the party against whom enforcement or interpretation was sought will pay the prevailing party reasonable attorney's fees and costs for such legal action.

**12. LIMITATIONS OF LIABILITY; DISCLAIMER.** MiRealSource liability to Shareholder and Consultants for damages under this Agreement, whether in contract or tort, shall be limited to the aggregate amounts paid by Shareholder and Consultants to MiRealSource, if

any, under this Agreement. Shareholder's and Consultants' only remedy shall be termination of this Agreement.

MiRealSource shall not be liable for inaccuracies in the Broker Data **or any costs or damages suffered by the Shareholder due to any changes that Shareholder must make to the website of Shareholder and/or Shareholder's agents as a result of changes in MiRealSource's Rules and Regulations.**

13. **NOTICE.** All notices to be given under this Agreement shall be mailed, sent via facsimile transmission, or electronically mailed to the parties at their respective addresses set forth below or such other address of which any party may advise the others in writing during the term of this Agreement.
14. **NO WAIVER.** No waiver or modification of this Agreement or any of its terms is valid or enforceable unless reduced to writing and signed by the party who is alleged to have waived its rights or to have agreed to a modification.
15. **NO ASSIGNMENT.** Neither MiRealSource, Shareholder nor Consultants, nor any of them, may assign or otherwise transfer any of their rights under this Agreement to any party without the prior written consent of the others.
16. **ENTIRE AGREEMENT.** This Agreement contains the full and complete understanding of the parties regarding the subject matter of this Agreement and supersedes all prior representations and understandings whether oral or written. The previous sentence notwithstanding, the Rules are expressly incorporated into this Agreement by reference.
17. **APPLICABLE LAW.** This Agreement is governed by and enforced according to the laws of the State of Michigan.

IN WITNESS WHEREOF, the undersigned Shareholder, consultant and MiRealSource have executed this Agreement as of the date set forth above.

\_\_\_\_\_  
Broker's Name (Printed)  
**"Shareholder"**

\_\_\_\_\_  
Broker's Signature

MiRealSource, Inc., a Michigan corporation

By: \_\_\_\_\_  
Dave DeRees – Chief Executive Officer  
**"MiRealSource, Inc."**

\_\_\_\_\_  
Consultant's Name (Printed)

\_\_\_\_\_  
Consultant's Signature

## Shareholder Information and Signature

Office Name: \_\_\_\_\_ Office ID: \_\_\_\_\_

Shareholder (Broker) Name: \_\_\_\_\_

Broker's E-mail Address: \_\_\_\_\_

Agent's Name: \_\_\_\_\_

Agent's E-mail Address: \_\_\_\_\_

(You *must* supply an e-mail address here. This address will be another means of MiRealSource communicating with you for notices under this Agreement.)

Website URL: \_\_\_\_\_

Shareholder Street Address: \_\_\_\_\_

Shareholder City, State, Zip: \_\_\_\_\_

Shareholder Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

### BROKER RETS DATA FEED

**Request for Enhanced Broker Data Sharing RETS data feed**..... \*\*\*\$50.00  
(Active and Contingent Status Listings)

**Request for Enhanced Broker Data Sharing RETS data feed (BROKER ONLY REQUEST)**..... \*\*\*\$50.00  
("ALL" Listing Status Categories – Use Limited as specified in Section 5.21 of the Rules) (One Time Fee)

("All" Listing Status Categories Restricted to One (1) photo per closed listing – back 2 years from account activation date. Use limited as specified in Section 5.21 of the Rules)

**BROKER-OWNER (Shareholder) Signature:** \_\_\_\_\_

Entered into and acknowledgement of receipt of a copy of the Rules and Regulations of MiRealSource containing the Basic Broker Data Sharing Link Rules and Enhanced Broker Data Sharing RETS Rules:

\_\_\_\_\_  
Shareholder Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

Shareholder agrees to provide MiRealSource with a list of Shareholder's agents as required by this Agreement which agents shall agree to be bound by the terms of this Agreement by affixing their signature(s) to the Supplemental Signature Page attached hereto.

## Consultant Information and Signature

***Note to Shareholder:* Reproduce this page for each individual/company to whom you intend to provide access to the Broker Data under this Agreement.**

Consultant (company or individual) Name: \_\_\_\_\_

\_\_\_\_\_

E-mail Address: \_\_\_\_\_

(You **must** supply an e-mail address here. This address will be another means of MiRealSource communicating with you for notices under this Agreement.)

Website URL: \_\_\_\_\_

Consultant Street Address: \_\_\_\_\_

Consultant City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Entered into on behalf of Consultant by:

\_\_\_\_\_

Consultant(s) Signature

\_\_\_\_\_

Print Name

\_\_\_\_\_

Title

**FAX ALL FORMS TO 248-247-1045**

***Note to Consultant:* Be sure to enter into this Access to Broker Data Sharing Agreement with MiRealSource and every Shareholder to which you provide services. If you sign only one and that Shareholder's access to the Broker Data is terminated, you will not be able to get the data for your other clients.**

Rules require that location and form of display and any changes must be approved by MiRealSource.

Phone: (248) 247-1040 Fax: (248) 247-1045

[www.mirealsource.com](http://www.mirealsource.com)

[webpages@mirealsource.com](mailto:webpages@mirealsource.com)

Shareholder's/Agent's Name: \_\_\_\_\_ License # \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Company Address: \_\_\_\_\_  
Office ID Number: \_\_\_\_\_ Office Phone Number: ( ) \_\_\_\_\_

I hereby authorize responsibility for the following Broker Data Sharing Service(s) and make payment as indicted below under "Payment Type".

**PLEASE CHECK TYPE OF SERVICE REQUESTED:**

Broker Data Sharing FTP Data Feed – *Broker (\$50 One Time Set Up Fee)*

Amount Due: \$ \_\_\_\_\_

**PAYMENT TYPE:**

1) **Cash**  
Amount Received: \$ \_\_\_\_\_ Received By: \_\_\_\_\_

2) **Check**  
Check Number: \_\_\_\_\_ Check Total: \$ \_\_\_\_\_ Check Type:  Personal  Business

3) **Credit Card** (*Visa, MasterCard, American Express, and Discover*)

**\*\* Customer MUST "Call In" Credit Card Information --- DO NOT PUT INFO ON THIS FORM \*\*\***

4) **Bill Broker's Office**  
Charge My Office:  Amount: \$ \_\_\_\_\_ Broker ID # \_\_\_\_\_

Special Billing Instructions (if any):

\_\_\_\_\_  
Shareholder's Signature



### LICENSING AGREEMENT

FIRM NUMBER \_\_\_\_\_ DATE: \_\_\_\_\_

FIRM NAME: \_\_\_\_\_

FIRM ADDRESS: \_\_\_\_\_  
Street City Zip

TELEPHONE NUMBER: ( ) \_\_\_\_\_ FAX: ( ) \_\_\_\_\_

DESIGNATED **BROKER/OWNER** NAME: \_\_\_\_\_

DESIGNATED **BROKER/OWNER** LICENSE #: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

Broker is the owner of a business ("**Business**") which engages in the business of selling real estate and, in the course of such Business and in furtherance thereof Broker has obtained from property owners ("**Owners**") certain real estate listings for the sale of the real estate owned by such Owners, which listings, together with all related data, compilations of such data, photographs, materials and information, comprise proprietary information of Broker ("**Broker Information**").

The parties acknowledge that the Broker has all right, title and interest in and to the Broker Information.

MiRealSource ("**Licensee**") is engaged in the business of compiling Broker Information from real estate brokers into a multiple listing service ("**Compilation**") in which other real estate brokers ("**Broker-Members**") also participate by providing their Broker Information through the use of this Licensing Agreement.

The Broker and Licensee acknowledge that the Broker-Members, both collectively and as individual Brokers, jointly own with Licensee said Compilation, and the parties acknowledge and agree that the purpose of the joint ownership of the Compilation by the Licensee and the Broker-Members is (i) to provide the Licensee with a sufficient ownership interest in the Compilation so as to enable the Licensee to defend unauthorized use of the Compilation by third parties, and (ii) to reserve and secure unto the Broker and the Broker-Members absolute and unrestricted ownership and control of the Broker Information of the Broker-Members which forms the Compilation, as well as any and all revenue generated by the sale, use, licensing or other marketing of the Broker Information and/or Compilation.

It is the intention of the Broker and Licensee to confirm that the Broker may only withdraw his/her Broker Information and is not authorized, either hereunder or by any other agreement between Broker and Licensee, to withdraw the Broker Information of any other Broker-Member or Broker-Members, and Licensee desires to be licensed by Broker to assemble the Compilation and to market, distribute and otherwise promote the sales of the properties represented by the Broker Information to other Broker-Members.

Broker is willing to license Licensee to assemble the Compilation and to market, distribute and promote the sales of the properties represented by the Broker Information to other Broker-Members under the following terms and conditions:

- 1. **GRANT OF LICENSE.** Broker hereby grants unto Licensee, and Licensee hereby accepts, a non-exclusive license ("**License**") (i) to assemble the Compilation, (ii) to market, distribute, promote, administer and otherwise provide such services as are reasonably related to the marketing, distribution, promotion and administration of the Broker Information forming the Compilation to other Broker-Members, and (iii) to include the **Broker Information in any packaging of the Compilation for purposes of a data aggregation for dissemination (but not sale to any third party,) to other real estate multiple listing data base(s) solely for use by licensed real estate professionals.**

The License granted hereby shall specifically include the right on the part of Licensee to update the Broker Information from information to be provided by the Broker as required by the Licensee's Rules and Regulations.

The License granted hereby does not include any right on the part of the Licensee to retain any revenue generated by the sale, use, licensing or other marketing of either the Broker Information or the Compilation, such revenue being hereby reserved (i) unto Broker, as to the sale, use, licensing or other marketing of his/her Broker Information, or (ii) unto the Broker-Members, as to the sale, use, licensing or other marketing of his/her Broker-Information of the Brokers whose Broker-Information is the subject of any sale, use, licensing or other marketing, if less than all of the Broker-Members whose Broker Information forms the Compilation are participating in such sale, use, licensing or other marketing, or (iii) unto all Broker-Members whose Broker Information form the Compilation if all of the Broker-Members whose Broker Information forms the Compilation are participating in such sale, use, licensing or other marketing.

The services to be provided by Licensee in accordance herewith are those services that are customarily provided by a real estate multiple listing service in the metropolitan Detroit area consistent with the level of service previously provided by Licensee to Broker.

2. **EFFECTIVE DATE; TERM.** The effective Date of the License granted hereby is January 1, 2005. The initial Term of this Agreement shall be for a period of twelve (12) months commencing as of the Effective Date and shall be automatically renewed for successive twelve (12) month periods thereafter unless and until terminated in accordance with the terms of this Agreement.

3. **DUTIES OF BROKER.** In furtherance of the License granted herein and to enable Licensee to perform its duties hereunder, Broker shall be responsible for submitting the Broker Information to Licensee, and updating same, in accordance with Licensee's approved and published Rules and Regulations, and complying with said Rules and Regulations as required thereunder.

4. **DUTIES OF LICENSEE.** In furtherance of the License granted herein, Licensee shall be responsible for maintaining the integrity of the Compilation as well as the Broker Information of Broker, protecting the Compilation and such Broker Information from being distributed to, or published or used in any way by, any third party not specifically authorized by Broker to use same, as well as providing the full range of services commonly provided by multiple listing services, including but not limited to technical support, training, providing public record data, and other related services.

5. **MULTIPLE LISTING FEES.** In consideration of the Licensee performing its multiple listing services as above mentioned, Broker agrees to grant Licensee the license to use its Broker Information and to pay to Licensee the monthly service fees established and approved by Licensee's Board of Directors from time to time.

6. **EVENTS OF DEFAULT - BROKER.** Broker shall be deemed in default under the terms hereof if it shall not perform its duties as set forth in Paragraph 3 hereof and shall, after written notice by Licensee of any such failure, fail to perform or correct any defective performance within ninety (90) days of the date of such notice, or fail to commence performance or corrective measures if full performance cannot be reasonably completed within such ninety (90) day period and diligently pursue completion of performance or corrective measures.

Further, in the event a default of Broker hereunder shall consist of the failure of Broker to provide updated information as required by this Agreement, Licensee shall be authorized hereunder to arrange for the updating of such materials and to charge the Broker the cost incurred by Licensee in updating such materials.

7. **EVENTS OF DEFAULT - LICENSEE.** Licensee shall be deemed in default under the terms hereof if it shall fail to perform its obligations as set forth in Paragraph 4 hereof and, further, shall after written notice by Broker of any such failure, fail to pay, perform or correct any defective performance within ninety (90) days of the date of such notice, or fail to commence performance or corrective measures if full performance cannot be reasonably completed within such ninety (90) day period and diligently pursue completion of performance or corrective measures.

8. **TERMINATION - BY BROKER.** Broker may terminate this Agreement at any time upon twenty-four (24) hours' prior written notice to Licensee.

9. **TERMINATION - BY LICENSEE.** Licensee may terminate this Agreement only pursuant to Licensee's Rules and Regulations. Upon termination of this Agreement, Licensee will provide to the Broker a copy of all of said Broker's Information included in the Compilation in a format to be specified by Broker.

10. **ACCESS TO/PROTECTION OF BROKER INFORMATION AND COMPILATION.** Licensee shall retain Broker Information and the Compilation in its possession pursuant to this License together with all other records pertaining to the listing by Licensee of Broker Information and Compilation. Licensee shall take all reasonable precautions to protect the Broker Information and Compilation from any and all unauthorized use thereof.

11. **AMENDMENT.** This Agreement may only be amended, altered, revised, modified or changed by a written document duly executed by the party against whom enforcement of the amendment is sought.

I agree to notify Licensee of all licensees affiliated with my firm now and in the future and will request that they attend and complete the MLS Orientation classes.

I hereby certify that the roster provided upon commencement of membership with Licensee is a complete and current listing of all licensed individuals affiliated with my firm in which I am a Principal, Partner or Corporate Officer and agree to update such roster as and when it changes.

I hereby understand and agree that the Licensee does not verify any of the information submitted by the undersigned or licensed individuals affiliated with my firm and further agree to hold Licensee harmless against any liability arising from any inaccuracy or inadequacy of any information provided to Licensee by the undersigned, my firm or licensed individuals affiliated with my firm.

SIGNED: \_\_\_\_\_ Dated as of \_\_\_\_\_  
**Broker/Owner**