



Realtors Property Resource™ MLS Content License Agreement

This MLS Content License Agreement is entered into effective _____, 2010 (“Effective Date”) by and between Realtors Property Resource, LLC (“RPR”), an Illinois limited liability company with its principal place of business located at 430 North Michigan Avenue, Chicago, Illinois 60611, and _____, a _____ corporation, with principal offices at _____ (“Provider”). RPR and Provider are each individually referred to herein as a “Party” and jointly as the “Parties.”

This Agreement is made with reference to the following facts:

A. Provider operates a Multiple Listing Service which collects, compiles, maintains and licenses a proprietary Database of real estate listings and other information.

B. RPR is creating a password-protected on-line real estate library that will provide information to REALTOR® and REALTOR-ASSOCIATE® members of NAR on every parcel of property in the United States.

C. RPR desires to integrate Provider’s Content into the RPR Website.

D. RPR also intends to create, or have created on its behalf, business products, services and/or applications using the Licensed Content, and desires to access and to use Provider’s Content as source material for the creation of such RPR Offerings.

E. Participants and subscribers who belong to Provider’s MLS and who are REALTOR® or REALTOR-ASSOCIATE® members of NAR will receive free access to the RPR Website subject to the terms and conditions set forth herein.

F. Provider is willing to grant to RPR the right to access and use the Licensed Content contained in Provider’s Database to be integrated into the RPR Website and for use in the RPR Offerings subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing facts and mutual covenants and promises contained herein and intending to be legally bound, the Parties agree as follows:

1. Definitions.

(a) “Active Listings” means listings of real property that are currently on the market.

(b) “Agreement” means this Realtors Property Resource™ MLS Content License Agreement, including all exhibits referred to herein and/or attached hereto and any subsequent amendments or addenda to this Agreement that are executed by the Parties.

(c) “Authorized RPR Website User” means a Person who is a REALTOR® or REALTOR®-ASSOCIATE® member of NAR and a participant or subscriber in good standing in Provider’s MLS or in a Cooperating MLS with access to the RPR Website as described in Section 3(a).

(d) “Confidential Fields” means data fields in Active Listings, Pending Listings, and Off-Market Listings that will not be subject to Display on the RPR Website because Provider has designated them as being confidential in Provider’s Database or in licenses of similar information.

(e) “Confidential Information” means any confidential or proprietary information of a Party including, without limitation, Roster Information, source codes, software, designs, plans, or any other information



relating to any research project, work in process, future development, marketing or business plan or financial matter relating to that Party's present or future products, sales, suppliers, customers, employees, members, or business, which information is disclosed by or on behalf of a Party to the other Party, whether tangible or intangible, and whether or not disclosed in oral, written, graphic, photographic, or electronic form and whether marked "confidential" or "proprietary" or not. All such information received in the course of the Parties' relationship is considered confidential unless marked otherwise. The Database, including its structure or arrangement, shall be considered Confidential Information for purposes of this Agreement. The term "Confidential Information" does not include information that (i) is or becomes generally available to the public through no fault of the receiving Party; (ii) can be demonstrated by credible evidence as having been rightfully known to the receiving Party prior to the time of its disclosure, or to have been independently developed by the receiving Party; (iii) is subsequently learned from a third party not under a confidentiality obligation to the disclosing Party, or (iv) was required to be disclosed by operation of law or a court order.

(f) "Content" means all information authorized to be provided by Provider's participants and subscribers including, but not limited to, information relating to the offer, sale, lease or transfer of any interest in real property, including Active Listings, Pending Sales, Off Market Listings, text, images, maps, audio, video, software and other informational content and data, Roster Information and any compilation, collection or combination of any of the foregoing.

(g) "Cooperating MLS" means an MLS that is currently a party to a license agreement with RPR on terms substantially similar to this Agreement.

(h) "Database" means Provider's collected and compiled Content maintained in electronic form from which Provider provides Licensed Content, pursuant to this Agreement.

(i) "Display" means the visual representation of Licensed Content excluding any Confidential Fields by RPR, whether in print, electronic or other form.

(j) "Effective Date" means the date Provider executes this Agreement and is the date this Agreement commences.

(k) "First Level Support" means the end user support provided by RPR directly to Authorized RPR Website Users, via telephone, email, chat, or other means of communication.

(l) "Intellectual Property Rights" means any and all rights existing from time to time under patent law, trademark law, service mark law, copyright law, trade secret law, unfair competition law, and any and all other similar proprietary rights and any renewals and extensions thereof now or hereafter in force and effect in the United States and throughout the world.

(m) "Licensed Content" means the Content contained in the Database that is to be provided or made available to RPR pursuant to this Agreement, including Active Listings, Pending Sales, Off-Market Listings and Roster Information.

(n) "Match & Append Products" means a list of properties created by the transmittal by an RPR Customer of a data set that includes property addresses to be matched by RPR against Active Listings in its database for the purpose of identifying those properties in the data set that are currently on the market for sale and the list price of such properties, with such matching process to be conducted entirely on RPR systems, with no access to or export of the Licensed Content to any RPR Customer.

(o) "Multiple Listing Service" or "MLS" means an organization or association that collects information directly from real estate professionals and then aggregates, compiles, displays, maintains and distributes that information principally for the benefit of those same real estate professionals and provides for an offer of cooperation and compensation by its participants and subscribers. For the purpose of this Agreement,



“Multiple Listing Service” or “MLS” includes the use of related or peripheral information and technology needed to support the information technology and business operations of the MLS.

(p) “NAR” means the National Association of REALTORS®, an Illinois not-for-profit corporation.

(q) “Off Market Listings” means listings of real property that have expired, been withdrawn or sold.

(r) “Pending Sales” means listings of real property for which an offer has been accepted but the sale has not yet closed.

(s) “Person” shall mean a natural person, an association, a business, a corporation, a governmental authority, a joint stock company, a joint venture, a limited liability company, a partnership, a private limited company, a trust, an unincorporated organization and any other entity.

(t) “REALTOR®” and “REALTOR-ASSOCIATE®” means a Person having membership in NAR as those terms are defined in the NAR Constitution and Bylaws.

(u) “Roster Information” means any of the following data that Provider maintains for each of its participants and subscribers, such as name, phone, address, agent identification number, office identification number, main office affiliation, NRDS information, agent photos and firm logo.

(v) “RPR Customer(s)” means those Persons who are not REALTORS® or REALTOR®-ASSOCIATES® and are not, at Provider’s request, county assessors, and with whom RPR has contracted to provide the RPR Offerings. RPR shall make available to Provider a list of all current RPR Customers within five (5) business days after the last day of each financial quarter following the Effective Date.

(w) “RPR Offerings” means those business products, services and/or applications created and developed by RPR using the Licensed Content, specifically, the RVM Product, the Match & Append Products, and any other products that may be agreed upon in writing between Provider and RPR from time to time; but excludes any use of the information provided in the products, services or applications to contact Authorized RPR Website Users or property owners.

(x) “RPR Website” means a password-protected online real estate library that will provide information on every parcel of property in the United States to REALTOR® and REALTOR®-ASSOCIATE® members of NAR pursuant to the Terms of Use. The RPR Website may include property assessment data and deed recording data acquired from third parties or public entities, and other data related to demographics, geography, foreclosures, and mapping. The RPR Website will also include applications that allow for the creation of reports, refinement of property values, and the ability to search for properties based on a variety of criteria.

(y) “RVM Product” means automated property valuation estimates generated by an analytical model that incorporates the Licensed Content with other content licensed or generated by RPR, to be created on RPR systems, with no access to or export of the Licensed Content to any third Person.

(z) “Terms of Use” means the agreement each Authorized RPR Website User shall execute prior to initially accessing the RPR Website substantially in the form attached hereto as Exhibit A.

(aa) “Tier Two Support” means the technical support provided by RPR to Provider or Provider’s employees via telephone, email, chat, or other means of communication.

(bb) “VOW” means a website operated by an Authorized RPR Website User through which a broker delivers brokerage services to consumers with whom the broker has first established a broker-consumer relationship.



2. Grant of License.

(a) Subject to the terms and conditions of this Agreement, Provider hereby grants to RPR during the term a limited, revocable, non-exclusive, non-transferable license to access and use the Licensed Content for the purposes of (i) granting access to and Displaying the RPR Website to Authorized RPR Website Users, subject to the limitations of Section 3 below, (ii) integrating the Licensed Content into the RPR Offerings, and (iii) marketing and distributing RPR Offerings to RPR Customers.

(b) Nothing herein shall be construed as a grant of any other right or license to RPR to access or use the Licensed Content, or the Database, except as expressly set forth herein.

3. Limitations and other Restrictions.

(a) Access to RPR Website.

(i) No consumers may access the RPR Website.

(ii) Authorized RPR Website Users may access the RPR Website at no charge and only in accordance with the Terms of Use.

(iii) Provider's Authorized RPR Website Users may access Provider's Licensed Content via the RPR Website.

(iv) Authorized RPR Website Users who are participants or subscribers in a Cooperating MLS may access Provider's Active Listings but no other Licensed Content, except as determined by Provider.

(v) REALTORS® and REALTOR-ASSOCIATES® who are not participants or subscribers in a Cooperating MLS may not access any Licensed Content, except as determined by Provider.

(b) Privacy and Information Security. RPR shall comply with all applicable privacy and information security laws including, but not limited to, security breach notification laws. RPR shall also take all reasonable steps, in accordance with commercially reasonable security practices, to protect the security and privacy of the Licensed Content from unauthorized access, use, or disclosure, including but not limited to providing single sign-on from the Provider's system, keystroke pattern detection, and/or requiring users suspected of sharing their passwords to log in with a one-time password sent via text message or email with a variable expiration.

(c) Modification or Derivative Works. RPR may use the Licensed Content to create the RPR Offerings. Provider acknowledges that RPR may add or combine other data with the Licensed Content for purposes of creating the RPR Offerings. Except as authorized in this Agreement, RPR will not modify or create derivative works based on or containing the Licensed Content.

(d) No Intellectual Property Rights. This Agreement does not convey or grant to RPR an interest in the Database or the Licensed Content but only a limited right to use the Licensed Content in connection with the creation of RPR Offerings. RPR agrees that it will not challenge or take any action inconsistent with Provider's rights to the Database or the Licensed Content.

(e) Restriction on Transfer. Except as authorized in this Agreement, RPR shall not sublicense, sell, transfer, distribute, publish, loan, lease, exchange, or give, or provide access to, the Licensed Content or the Database to anyone, including, without limitation, any parent, subsidiaries, affiliated entities or contractors of RPR.



(f) Restriction on Access and Internet Display. RPR shall not allow access, use or display, or permit others to access, use or display, any Licensed Content or any part of the Database on any third party Internet websites, or profit by or accept any consideration for enabling any third party to access, use or display Licensed Content through links to or by framing such Content or data from a website owned or operated by or for the benefit of RPR, except that Provider acknowledges and authorizes use of the Licensed Content in the RPR database by REALTORS® and REALTOR®-ASSOCIATES® for the preparation of consumer reports. Such reports may be delivered to consumers in print or electronically, including via a VOW.

(g) Restriction on Competition. During the term of this Agreement, RPR shall not, directly or indirectly, carry on or engage in the business of providing a Multiple Listing Service to licensed real estate brokers or salespersons in Provider's market area in competition with Provider's MLS business. Licensed Content shall not be used to compete with Provider. RPR's use of RPR Offerings is not subject to this restriction. In the event that RPR terminates this agreement, this Section 3(g) shall survive for three (3) years.

(h) Restriction on Eligibility Evaluation. RPR shall not use or permit use of the Licensed Content or the Database for the purpose of establishing an individual's eligibility for credit or insurance; evaluating an individual for employment purposes, determining an individual's eligibility for a government license or permit; or in any other manner that would cause such use of the Licensed Content to be construed as a report by any authority having jurisdiction over either of the Parties.

(i) Restriction on Violation of Laws. RPR shall not use the Licensed Content or the Database, for any purpose or in any manner that infringes on any third parties' Intellectual Property Rights or violates any federal or state law, statute, ordinance or regulation, including, without limitation, the Real Estate Settlement Procedures Act and laws governing unfair competition, unfair and deceptive practices, anti-discrimination and false advertising.

4. Delivery of Licensed Content.

(a) Delivery. The Licensed Content will be delivered or made available to RPR via Provider's Real Estate Transaction Standard-compatible database and servers, or other authorized access as Provider may determine. Provider shall provide RPR with direct access for updates of the Licensed Content no less frequently than Provider allows access for updating by other licensees.

(b) Discontinuance of Delivery. Notwithstanding anything herein to the contrary, Provider may discontinue delivery of portions of the Licensed Content if Provider is legally prohibited from delivering such portions of the Licensed Content to RPR, or if Provider discontinues collecting portions of the Licensed Content for a geographic area in connection with the conduct of its business operations. Provider will provide RPR with notice of any discontinued portions or a reduction in the geographical area covered.

(c) Suspension of Delivery. Provider may suspend RPR's receipt of the Licensed Content if, in the reasonable opinion of Provider, RPR is using the Licensed Content in a manner inconsistent with this Agreement, provided however that prior to any suspension, Provider first notifies RPR in writing of the basis for its opinion and provided further that RPR has five (5) days after receipt of such notice to cure any problems.

5. Proprietary Rights.

(a) Provider's Property. The selection, compilation and arrangement of the Licensed Content and other data comprising the MLS Database compilation is the proprietary, copyrighted property of Provider, and all rights, title and interest in the selection, compilation and arrangement of listings information, comparable and statistical data and other information maintained in the Database compilation, including the copyrights therein, shall at all times remain with Provider. RPR shall have only those rights with respect to the Licensed Content and the Database expressly granted by the license in this Agreement, and all rights not expressly



granted by Provider are reserved. RPR agrees that only Provider shall have the right to alter, maintain, enhance or otherwise modify the Licensed Content, except as expressly provided herein, and any unauthorized alterations by RPR shall be at RPR's sole risk and liability.

(b) Provider's Copyright. All Displays of Licensed Content shall include the following notice: "Property Information © [current year] [Provider's name]. All rights reserved. Certain information contained herein is derived from information which is the licensed property of, and copyrighted by, [Provider]."

(c) RPR's Property. Title to, and ownership of the RPR Offerings shall at all times remain with RPR. Any and all Intellectual Property Rights relating to such RPR Offerings are and shall belong to RPR.

(d) Provider's Name and Logo. RPR may include Provider's name and logo, if any, on a list of entities that have entered into content license agreements with RPR. RPR shall make no other use of Provider's name or logo without Provider's written permission.

6. RPR Support.

(a) RPR will provide First Level Support to all Authorized RPR Website Users.

(b) RPR will provide Tier Two Support to Provider.

(c) RPR will delete any Active or Off-Market Listings from the Licensed Content at the request of the Listing Broker at no charge to Provider.

7. Most Favored Status. RPR shall offer to Provider's participants and subscribers any additional product capability developed or offered by RPR or any affiliates, partners, or associates, at terms no less favorable to Provider than those offered to other similarly situated parties with whom RPR may contract for such services. Any enhancements, upgrades, improvements or additions made to the RPR Website by RPR for the general benefit of all Authorized RPR Website Users shall likewise be included available to Provider's participants and subscribers at no additional charge to Provider or Provider's participants and subscribers. Further, any provisions for the fee payments or revenue sharing that RPR offers to any similarly situated entity will be offered to Provider on no less favorable terms.

8. Confidentiality.

(a) Rights and Restrictions. RPR acknowledges that Confidential Information will be disclosed to RPR during the course of this Agreement. To prevent the unauthorized duplication or disclosure of Confidential Information, RPR agrees to exercise reasonable degree of care (but not less than the degree of care it exercises to protect its own proprietary information and not less than the degree of care required of Provider in other licenses of similar information), and in no event less than due care, at all times that the Provider's Confidential Information is in the possession or under the control of the RPR. Confidential Information may be disclosed to RPR's officers, directors, employees, attorneys, accountants or authorized contractors who need to have access to the Confidential Information for the RPR to perform its obligations hereunder, provided that such persons are informed by RPR that the Confidential Information is subject to nondisclosure obligations and use restrictions under this Agreement. RPR may use the Confidential Information only in connection with the exercise of its rights and the performance of its duties and obligations under this Agreement.

(b) Responsibility for Misuse. RPR shall be responsible for any misuse by its officers, directors, agents, employees or representatives of the Confidential Information, including any unauthorized access to or use of such Confidential Information by means of RPR's personnel, systems, equipment, products or applications.



(c) Injunctive Relief. RPR acknowledges that unauthorized use, misappropriation or disclosure of the Confidential Information, as described in this section, would cause irreparable harm to Provider and that remedies at law may be inadequate. The foregoing provisions may be enforced by temporary or permanent injunctive relief.

9. Liability Provisions and Limitations.

(a) No Warranties or Representations. PROVIDER REPRESENTS THAT IT HAS NO ACTUAL KNOWLEDGE THAT SHOULD REASONABLY CAUSE PROVIDER TO CONCLUDE THAT THE LICENSED CONTENT INFRINGES THE RIGHTS OF ANY THIRD PARTY. OTHER THAN THE FOREGOING, PROVIDER MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND PROVIDER DISCLAIMS ANY RESPONSIBILITY REGARDING THE NON-INFRINGEMENT, TIMELINESS, QUALITY, OR ACCURACY OF THE LICENSED CONTENT OR THE DATABASE, OR THEIR SUITABILITY FOR RPR'S PURPOSES.

(b) Force Majeure. Neither Party shall be liable for nonperformance or delays of its services or obligations under this Agreement which are due to acts of God or any other cause that is beyond the reasonable control of a Party.

(c) No Consequential Damages. IN NO EVENT SHALL PROVIDER BE LIABLE FOR ANY INDIRECT, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, SUCH AS LOSS OF USE OR OF ANTICIPATED PROFITS OR OTHER ECONOMIC COSTS IN CONNECTION WITH, OR ARISING OUT OF, ANY SERVICES OR PRODUCTS PROVIDED OR OTHER OBLIGATIONS TO BE PERFORMED UNDER THIS AGREEMENT, REGARDLESS OF HOW SUCH DAMAGES ARISE AND WHETHER OR NOT A PARTY WAS ADVISED SUCH DAMAGES MIGHT ARISE.

(d) No Responsibility for Provider's Authorized RPR Website Users. Provider shall not be liable for any damages occasioned by the acts or omissions or wrongful conduct of Provider's Authorized RPR Website Users.

(e) Indemnification. RPR agrees to indemnify and hold Provider harmless with respect to any claims, action, liability, laws, expenses or legal fees arising from RPR's (i) conduct of its own business operations, including the exercise of its rights and performance of its obligations contemplated by this Agreement, or, (ii) any breach by RPR of this Agreement. Provider shall have the right to participate in the defense and settlement of any action under this section using its own counsel and at its own cost.

10. Term and Termination.

(a) Term. The initial term of this Agreement is one (1) year from the Effective Date, unless earlier terminated in accordance with the provisions of this Agreement. Upon expiration of the initial term, this Agreement will automatically renew for additional one (1) year terms, unless either Party gives the other Party notice of its intent not to renew at least ninety (90) days in advance of the expiration of the term.

(b) Termination. This Agreement may be terminated at any time during the term (i) upon the mutual consent of both Parties, (ii) upon written notice to RPR, if RPR is in breach of any material provision of this Agreement and shall fail to remedy such breach within thirty (30) days after receipt of notice of such breach or if such breach cannot, with due diligence, be cured within thirty (30) days, RPR's failure to commence curing within thirty (30) days and with reasonable diligence, completely cure the breach within a reasonable time, and, (iii) upon written notice by either Party to the other, if the other Party makes a general assignment for the benefit of its creditors, has a receiver appointed for all, or a substantial part of its business or assets, or a bankruptcy proceeding is brought by or against such other Party involving such other Party as a debtor.



(c) Disposition of Property Upon Termination. Upon termination, RPR shall immediately return to Provider, not later than thirty (30) days thereafter, or destroy, if and as directed by Provider, all Confidential Information, including all copies, excerpts, extracts, data and records of the Licensed Content and Database in its possession or under its control and shall delete the Licensed Content from all future RPR Offerings. RPR shall not be required to return or destroy any RPR Offerings created during the term of this Agreement that may have been produced using the Licensed Content.

(d) Survival of Provisions. Upon any termination of this Agreement, all rights and obligations of the Parties under the Agreement shall terminate, except for the rights and obligations set forth in sections 1, 3(g), 5(a), 5(b), 5(c), 6, 7, 8(c), 8(d) and 9 of the Agreement.

11. Miscellaneous Provisions.

(a) Independent Contractor Relationship. This Agreement shall in no way be construed to constitute the Parties as agents, partners, legal representatives, or employees of each other for any purpose and neither Party shall act or represent itself as having any such status or relationship with the other Party. The Parties shall have the relationship of independent contractors.

(b) Notices. All notices or other communications hereunder shall be mailed, sent via facsimile transmission, or electronically mailed to the other Party at their respective addresses set forth herein or such other address of which either Party may advise the other in writing during the term of this Agreement; and shall be effective the earlier of the date of receipt or three days after depositing in the U.S. mail, first-class mail, certified or return receipt requested.

(c) Governing Law and Jurisdiction. This Agreement shall be governed by the laws of the State of Illinois, exclusive of any conflicts of laws principles that would require the application of the laws of another jurisdiction. Any proceeding initiated by Provider to resolve any and all disputes arising under this Agreement shall take place in Cook County, Illinois. Any proceeding initiated by RPR to resolve any and all disputes arising under this Agreement shall take place in _____.

(d) Authority. Each Party warrants that it has full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement. Each Party further acknowledges that it has read this Agreement and agrees to be bound by it.

(e) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same document. Signatures of Parties on copies transmitted by facsimile shall be considered as signed original documents.

(f) Captions. The captions in this Agreement are included for convenience of reference only and will not be construed to define or limit any of the provisions contained herein.

(g) Waivers. No delay or failure of a Party to exercise or enforce at any time any right or provision of this Agreement shall be considered a waiver thereof or of such Party's right thereafter to exercise or enforce each and every right and provision of this Agreement. No single waiver shall constitute a continuing or subsequent waiver.

(h) Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon, the Parties hereto and their successors and assigns; provided, however, that neither Party may assign or delegate its rights, duties or obligations under this Agreement to any third party, including by operation of law, without the prior written consent of the other Party, which consent shall not unreasonably be withheld.



(i) No Third Party Beneficiaries. No term or provision of this Agreement is intended to be, nor shall any such term or provision be construed to be, for the benefit of any Person not a Party to this Agreement and no such Person shall have any right or cause of action under this Agreement.

(j) Interpretation of Agreement. The Parties agree that this Agreement shall be fairly interpreted in accordance with its terms without any strict construction in favor or against either Party, and that an ambiguity shall not be interpreted against the drafting Party.

(k) Severability. If any provision of this Agreement shall be held illegal, invalid or unenforceable, in full or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid and enforceable, and the remaining provisions of this Agreement shall not be affected thereby.

(l) Further Documents. The Parties agree, upon request, to sign and deliver such other documents and perform such acts as may be reasonably required to carry out the intent and provisions of this Agreement.

(m) Attorneys' Fees. The Parties agree that the prevailing Party in any legal action between the Parties with respect to this Agreement shall be entitled to recover from the other Party its reasonable attorneys' fees and costs incurred in connection with or as a result of such action.

(n) Review and Approval of Agreement. Each Party represents that it has taken all required corporate and other action to approve this Agreement and authorize its execution, and that it has had an opportunity to have this Agreement reviewed by professional advisors and counsel of its choice before executing it.

(o) Entire Agreement. This Agreement, including any schedules, exhibits or attachments hereto, incorporated herein by reference, constitutes the entire agreement between the Parties, and supersedes any contemporaneous or prior proposals, representations, agreements or understanding between the Parties, concerning the subject matter hereof. This Agreement may not be amended except in writing signed by both Parties. The Agreement is made and entered into solely by and for the benefit of the Parties, and it shall not be construed or applied for the benefit of any third parties.

IN WITNESS WHEREOF, the Parties have entered into this Agreement and make it effective as of the Effective Date.

Provider:

Realtors Property Resource, LLC:

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:



EXHIBIT A

Terms of Use

1. Introduction

Welcome to the Realtors Property Resource, LLC ("RPR") website ("Site"). Please read these terms of use carefully before accessing any part of the Site.

Your access to, and use of the Site, including the materials and information accessible on and from the Site, constitutes your agreement with and acknowledgment of these terms of use ("Terms of Use") including RPR's Privacy Policy (<http://www.narrpr.com/privacy>) as may be amended from time to time by RPR without notice. If you do not agree with these Terms of Use, you are not permitted to access or otherwise use the Site. Each time you use the Site, you reaffirm your acceptance of the then-current Terms of Use. If you do not wish to be bound by these Terms of Use, you must discontinue using the Site.

2. License and Use Restrictions

- 2.1.** Subject to the terms and conditions of this Terms of Use, and as a REALTOR® or REALTOR-ASSOCIATE® (as each is defined under the NAR Constitution) in good standing with the National Association of Realtors® ("NAR"), RPR hereby grants to you a non-exclusive, non-transferable, limited license to access and make use of the Site and the data available to you ("Licensed Materials") for the purpose of marketing your services to your respective clients and to facilitate residential or commercial real property transactions.
- 2.2.** RPR's grant of license under Section 2.1 is expressly conditioned on your assurance that you will not offer or provide products containing any Licensed Materials or information derived therefrom to the general public or others via unrestricted access to any Website, newsletter, advertisement, or other communication. Rather, you will only make the Licensed Materials or information derived therefrom available to your respective clients on the condition that (a) all use of the Licensed Materials and all products and materials derived therefrom is on an "AS IS", "AS AVAILABLE" basis; (b) RPR and its licensors shall not be liable for any claim or loss resulting from the content of, errors or omissions in, or the end user's use of the information contained in or retrieved from the Licensee Materials; and (c) any use of the Licensed Materials is subject to these Terms of Use.
- 2.3.** Use of the Licensed Materials in products or services designed or sold for any purpose other than expressly specified in Section 2.1 is specifically excluded from the license granted in these Terms of Use and requires the prior written consent of RPR. The rights granted under these Terms of Use specifically exclude the right to: (a) directly or indirectly, sell, distribute, sublicense or make derivative works of any of the Licensed Materials, or any portion thereof, in bulk to any person or entity without the prior written consent of RPR; and (b) provide the Licensed Materials to any party for commercial resale or for any purpose other than such party's internal use.
- 2.4.** You agree to keep confidential the log-in password(s) associated with accessing the Site.
- 2.5.** No portion of the Site may be reproduced, duplicated or copied without the express written consent of RPR. You may not reverse engineer or decompile any of the software or algorithms available on the Site. This license does not include the right to grant access, directly or indirectly, to any third party.
- 2.6.** Systematic retrieval of information from the Site is expressly prohibited. RPR reserves the right to implement limitations on the amount of information that can be provided to you.
- 2.7.** The Licensed Materials shall not be used for any purpose covered by the Fair Credit Reporting Act



(15 U.S.C. 1681 et seq.) (“FCRA”), Federal Trade Commission interpretations of the FCRA, or similar state statutes.

3. Warranties

- 3.1.** RPR warrants that the Licensed Materials will be as current and complete as may be reasonably achieved using the source data licensed by RPR in the ordinary course of its business. You understand and agree that: (a) your use of the Site is at your own risk; (b) availability, completeness and format of data elements varies from county to county; and (c) the presence of specific data content does not necessarily ensure completeness or accuracy of such data. You may notify RPR of purported errors in the Licensed Materials, and, in response, RPR will research such matter(s) and, if possible, correct the Licensed Materials.
- 3.2.** Any home valuation provided via the Site has not been prepared, evaluated, or reviewed by a licensed, professional appraiser. The valuations are generated by use of proprietary computer software that assembles publicly available property records and certain proprietary data to arrive at an approximate estimate of home valuation and they should not be relied upon as an appraisal report of the market value of the subject property prepared by a licensed professional appraiser.
- 3.3.** EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, THE LICENSED MATERIALS AND THE MEDIUM ON WHICH THEY ARE PROVIDED TO YOU ARE PROVIDED ON AN “AS IS”, AS AVAILABLE BASIS, AND RPR EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE LICENSED MATERIALS AND THE MEDIUM ON WHICH THEY ARE PROVIDED TO YOU, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY RPR OR ANY OF ITS EMPLOYEES OR REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE WARRANTIES TO YOU PROVIDED HEREIN.

4. Limitation of Liability/Indemnification

- 4.1.** Except as otherwise expressly set forth in this Terms of Use, RPR, any company affiliated with RPR, or any officer, director, employee, agent, subcontractor, successor or assign of RPR or any such company shall not be liable to you for any loss, injury, claim, liability or damage of any kind resulting in any way from (a) error or omissions in Licensed Materials, (b) use of Licensed Materials by you or any party receiving any Licensed Materials from you directly or indirectly or (c) the content of Licensed Materials as provided by RPR through the Site and under this Terms of Use.
- 4.2.** RPR's entire liability and your exclusive remedy with respect to any dispute with RPR (including without limitation your use of the Licensed Materials) is to discontinue your use of the Site. To the fullest extent allowed by applicable law, you hereby waive, disclaim and release RPR, its parent NAR, any subsidiaries and affiliates, and their respective officers, directors, employees, agents, successors, and assigns, from all claims of any kind (specifically including any and all claims for actual, direct, indirect, incidental, consequential, punitive or exemplary damages, attorneys' fees and costs, or claims for interest, even if RPR is advised of the possibility of such damages), related to, in connection with or arising from, directly or indirectly, your access to (or inability to access) the Site or the use of any material or information contained on or provided through the Site and under this Terms of Use.
- 4.3.** You agree to defend, indemnify and hold harmless RPR, its licensors, and their respective directors, officers, employees and agents from and against all claims and expenses, including attorneys' fees, arising out of your use of the Licensed Materials in violation of these Terms of Use. RPR reserves the right, at its own expense and in its sole discretion, to assume the exclusive defense and control of any



matter otherwise subject to indemnification by you. In that event, and only in such event, shall you have no further obligation to provide indemnification for RPR in that matter.

5. Intellectual Property

- 5.1.** RPR is a trademark of REALTORS Property Resource™, LLC. RPR owns all right and title, including any applicable copyright, to the arrangement of the content on the Site.
- 5.2.** You acknowledge that RPR has expended considerable time, effort and funds to compile Licensed Materials. Title to Licensed Materials shall at all times remain in RPR, including its licensors, and you shall have no rights therein except as provided in these Terms of Use.
- 5.3.** RPR permits you to use its name, logo, links, and brand only in conjunction with the products and services that are provided to you as an authorized user of RPR. You may not alter or remove these marks from any Licensed Materials.
- 5.4.** RPR has agreements with third party licensors that may require the display of the licensors' brand marks or copyright notices on certain content. You may not alter or remove these marks from any Licensed Materials.
- 5.5.** Bing Maps, Virtual Earth, and MapPoint imagery is provided by Microsoft Corporation and its use on the Site is subject to the Microsoft MapPoint End User Agreement and Privacy Statement

6. Privacy and Data Collection

You shall comply with the Privacy Policy on the RPR Site and all applicable privacy and information security laws including, but not limited to, security breach notification laws. Browser cookies, including third-party cookies, are required to access the Site. As a result of using the Site, RPR may collect usage data from you in accordance with the Privacy Policy and may use such data for internal purposes and for incorporation into RPR's products and services.

7. User Generated Content

- 7.1.** RPR is not responsible and cannot be held liable for any comments or content posted by its users.
- 7.2.** You agree to use the Site only for lawful purposes and not to post any defamatory, harassing, irrelevant, false, or misleading content. You agree not to post any advertising, promotion, or other type of solicitation. RPR reserves the right, but does not have any obligation to refuse, move, or remove any content submitted to the Site for any reason.
- 7.3.** By posting content to the Site, you represent and warrant that you own or otherwise control all of the rights to that content, including without limitation, all the rights necessary for you to provide, post, upload, distribute, input, or submit the content, or that your use of the content is a fair use.
- 7.4.** The Site may contain links to other Internet sites that are not operated or controlled by RPR, and for which RPR assumes no responsibility.
- 7.5.** By posting content to the Site, you grant RPR, its parent, subsidiaries, affiliates, and third-party licensees a nonexclusive, perpetual, irrevocable, sub-licensable, royalty-free license to use, store, display, publish, transmit, transfer, distribute, reproduce, aggregate your content with other content, create derivative works of, sublicense, and publicly perform the content for any purpose. This license shall apply to the distribution and the storage of your content in any form, medium, or technology now known or later developed.



8. Termination

RPR may restrict, suspend, or terminate your access to the Site at any time, including, without limitation, (a) immediately upon notice to you in the event that you fail to remain in good standing with NAR or are no longer a participant or subscriber of a cooperating MLS; (b) immediately upon notice to you in the event that you are using the Licensed Materials (or any portion thereof) in any way other than as expressly permitted by this Terms of Use; or (c) immediately upon notice to you in the event that you breach this Terms of Use.

9. Arbitration

9.1. The parties will attempt to settle any controversy or claim arising out of or relating to this Terms of Use, or the breach thereof, through friendly consultation between the parties. If within thirty (30) days from the initial receipt by the allegedly offending party of notice of the controversy, claim or breach (the "Consultation period") settlement cannot be reached, the controversy or claim will be settled by binding arbitration conducted before a single arbitrator who is knowledgeable in commercial law and laws and practices regarding information/database licensing. The arbitration will be conducted in accordance with the then applicable Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Each party will bear its own costs and expenses, including fees and expenses of counsel, associated with the arbitration. The arbitrator will not be empowered to award punitive damages except for willful misconduct.

9.2. The provision of Section 9.1 will not prohibit either party from instituting and action for or obtaining an equitable remedy.

10. Confidentiality

If you use the Site, and subject to the authorized uses set forth in Section 2.1 these Terms of Use, you shall be responsible for maintaining the confidentiality of such Licensed Materials.

11. Updates and Revisions to Terms of Use and Site

RPR reserves the right at any time to modify or discontinue, temporarily or permanently, the Site (or any part thereof) with or without notice to you. You agree that RPR shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Site. In addition, RPR may update and/or revise these Terms of Use at any time, and from time to time, with or without notice to you, and you agree to be bound by such updates, modifications and/or revisions. Updates and revisions will be incorporated from time to time into these Terms of Use, and you are responsible and agree to review these Terms of Use from time to time to ensure compliance if you continue to use the Site after such Terms of Use have been updated. To the extent notices are issued, you agree to accept notices electronically.

12. Injunctive Relief

You acknowledge that any use of the Licensed Materials which is not in accordance with the terms of these Terms of Use or any violation of the restrictions imposed on its use of the Licensed Materials would cause irreparable harm to RPR for which there would be no adequate remedy at law. Accordingly, you agree that in the event of any such violation, RPR shall be entitled to immediate injunctive relief (temporary, preliminary or permanent, as the case may be) against you, in addition to such other rights and remedies to which it may be entitled by law. In the event any such injunction is entered, you shall pay the reasonable expenses incurred by RPR in obtaining such injunction, including, without limitation, reasonable attorneys' fees.



13. Miscellaneous

- 13.1.** The provisions of these Terms of Use addressing disclaimers of representations and warranties, limitation of liability, indemnity obligations, intellectual property, injunctive relief, arbitration and governing law shall survive the termination of these Terms of Use.
- 13.2.** These Terms of Use constitute the entire agreement between RPR and you regarding the subject matter of these Terms of Use, and supersede all previous written or oral agreements. The Terms of Service shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflict of laws rules. You expressly agree that the exclusive jurisdiction for any claim or dispute under the Terms of Service and or your use of the Site resides in the courts located in the County of Cook, in the State of Illinois, and you further expressly agree to submit to the personal jurisdiction of such courts for the purpose of litigating any such claim or action. The foregoing provision may not apply to you depending on the laws of your jurisdiction. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for convenience only and shall not be given any legal import.
- 13.3.** The Site is controlled by or on behalf of RPR within the United States of America and RPR makes no representation that the material and information on the Site are appropriate or available for use in other locations, and access to them from territories where such material and information is illegal is prohibited. Those who choose to access the Site from other locations do so on their own initiative and are responsible for compliance with applicable local laws.
- 13.4.** If any one or more of the terms or provisions of these Terms of Use is deemed unlawful, void or for any reason unenforceable by any court in any jurisdiction, then any such term(s) or provision(s) shall be deemed severable from the remaining terms or provisions in such jurisdiction and will not affect the validity and enforceability of such remaining terms or provisions.
- 13.5.** These Terms of Use constitute the entire agreement of the parties relating to the subject matter hereof and supersedes all prior communications, understandings and agreements, oral or written.

14. DMCA Disclaimer

If you contend that any aspect of the Site infringes on your copyright, pursuant to the Digital Millennium Copyright Act of 1998, Title 17 of the United States Code 512, notice of any claimed copyright infringement should include the following information:

- A description of the copyrighted work that you claim has been infringed;
- A description of where the material that you claim is infringing is located on the Site;
- Your address, telephone number and email address;
- A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent or the law;
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the owner of the copyright at issue or are authorized to act on the copyright owner's behalf; and
- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright at issue.

The notice should be sent to the RPR Copyright Agent:
REALTORS Property Resource™
430 N. Michigan Ave.
Chicago, Illinois 60611