

Listing Content License Agreement



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A. PARTIES

This agreement is by and between the following parties:

1. The Regional Multiple Listing Service, Inc., a Multiple Listing Service ("RMLS™"), and

2. _____ ("Licensee"),
(Service Provider)

a company providing Internet display services to Participant, including an Affiliated Vow Partner ("AVP").

Company Website: _____

Primary Contact Name: _____ Code: _____

Phone #: _____ Fax #: _____

Email Address: _____

2nd Contact Name: _____ Email Address: _____

3. _____, ("Participant", or if
(Participant)

this Agreement does not include a Service Provider in Item 2 above, "Licensee"), including all branch offices.

Email Address: _____ Broker Code: _____

Office Phone #: _____ Office Fax #: _____

LISTING CONTENT DESCRIPTION

Please mark applicable selections below:

- IDX:** Internet Data Exchange - A set of ACT/BMP listings from IDX Participants. RMLS™ IDX rules are detailed in the RMLS™ Internet Policy Section II, Paragraphs A and B. Currently approved IDX fields are listed on Attachment A to the RMLS™ Internet Policy. URL(s) of display (required): _____

Note: For any Subscriber(s) to display IDX content on a separate URL, the Participant, Licensee and Subscriber(s) must sign a separate Addendum A: Authorization for Subscriber.

For RMLS™ Use Only

Date Received: _____ Date Processed: _____

IDX URL: _____

#VOW URL: _____

BSF/BSF INTRNL ENHNCD Initials: _____

VOW: Virtual Office Website - All RMLS™ listings except those where sellers have opted out of Internet display. RMLS™ VOW rules are detailed in the RMLS™ Internet Policy, Section III.

Check here if you will display on market listings (ACT/BMP).

Check here if you will display Sold (SLD) data.

Check here if you will display Comparable data other than Sold (SLD) data.

URL(s) of display (required): _____

Note: For any Subscriber(s) to display VOW content on a separate URL, the Participant, Licensee and Subscriber(s) must sign a separate Addendum A: Authorization for Subscriber.

Broker Specific: A set of only the requesting Participant's listings, which may include all available fields. RMLS™ Broker Specific rules are in the RMLS™ Internet Policy Section II, Paragraph C. See Exhibit A for fee structure.

ACT/BMP

SLD/SNL (where Participant was the Listing Broker or Selling Broker)

PEN

Internal Use: A set of all available listings which may be used by Participant for internal purposes only, and may not be displayed on the Internet or forwarded to any other person for any purpose. See attachment A for fee structure. Additional information may be required.

Third Party Enhanced Data: Listing content to drive third party applications. See attachment A for fee structure. Additional information will be required. Please check one of the following two options:

Consumers receive database information (Internet Policy Rules Apply)

Agent/Broker only access to listings and application

URL of display (if applicable): _____

Note: Use of RMLS™ listing photos shall be subject to RMLS™ Rules and Regulations Section 10: Ownership of Data, Copyrights and Internet Policy.

Please fax all of these forms to 503-230-0689 or email completed forms to ds@rmls.com. Written notice hereunder may be given by fax or email to the fax numbers or email addresses stated herein or hereafter by further notice.

THE PARTIES AGREE:

1. DEFINITIONS.

1.1. Listing Content means listing information provided by Participants to RMLS™ and aggregated and distributed by RMLS™ to Participants, except for any listing for which the seller has withheld permission for Internet display. Listing Content includes information about active and off-market listings. The specific fields of information included within Listing Content are determined by the type of data feed selected by the Participant in Section 2 below, as more particularly set forth in the RMLS™ Rules and Regulations and Internet Policy.

1.2 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 RMLS™ 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 separately receives and displays Listing Content with the principal's consent, as provided on any attached Addendum A.

1.3. Virtual Office Website ("VOW") means an RMLS™ 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 RMLS™ Listing Content, subject to the Participant's oversight, supervision, and accountability.

2. SELECTION OF LISTING CONTENT. Participant hereby requests the form of Listing Content designated in Section B above:

3. GRANT OF LICENSE. RMLS™ hereby grants Licensee a revocable, royalty-free, nonexclusive license, limited strictly to the scope and purpose herein specified, to access and display RMLS™ Listing Content, subject to the RMLS™ Internet Policy and RMLS™ Rules and Regulations, as they may be adopted and amended from time to time.

4. LICENSE FEES AND PAYMENT. Licensee shall pay RMLS™ the license fees described on the attached Schedule A (the "License Fees"). If this Agreement involves a third-party service provider as Licensee, the Participant hereby irrevocably guarantees prompt payment of all License Fees hereunder, and the acceptance by RMLS™ of payment of License Fees from time to time by the third-party service provider Licensee shall in no way relieve Participant from liability for the same.

5. RULES AND POLICIES; NO RIGHTS TO LISTING CONTENT. Neither Licensee nor Participant hereby acquires any right, title or interest in or to the RMLS™ Listing Content, or any portion thereof whatsoever, except solely for the limited license expressly provided for herein. Licensee agrees that the RMLS™ Listing Content is and shall remain the sole exclusive property of RMLS™, and that RMLS™'s rights in and with respect to the RMLS™ Listing Content (including, without limitation, the right of RMLS™ to limit the scope, nature, and extent of the license herein granted to Licensee) exist independently of, and in addition to, any copyright RMLS™ may have in the RMLS™ Listing Content. Licensee's sole rights in relation to the RMLS™ Listing Content arise under and are limited to the terms and provisions of this Agreement, and Licensee is not a third party beneficiary of any rule or regulation of RMLS™ or any agreement RMLS™ may have with any other party, including, without limitation, any such agreement with Participant. Use of the Listing Content by Participant and Licensee shall comply in all respects with the RMLS™ Internet Policy and RMLS™ Rules and Regulations.

6. ACCESS PROCEDURE. Access to RMLS™ Listing Content shall be by such equipment and procedures as RMLS™ may prescribe by reasonable notice from time to time in its sole discretion.

7. LISTING CONTENT SECURITY. Licensee shall not enter into any license, sublicense, access, or other agreement or arrangement, the effect of which would allow access to the RMLS™ Listing Content or any portion thereof, to any party other than Participant and its subscribers in conformance with the terms of this Agreement. Licensee will not subcontract, assign, delegate or otherwise transfer any right or obligation under this Agreement without the written consent of RMLS™, which consent may be withheld or conditioned at the sole discretion of RMLS™.

8. ADMINISTRATIVE REPORTING. Licensee shall provide RMLS™ with monthly administrative reports identifying all Participants for whom Licensee is providing services, and describing such services. Such reports must include a list of all URL(s) on which RMLS™ Listing Content appear, including URL(s) of subscribers where data display has been authorized by their Participant. The inclusion of a URL on such reports does not constitute permission from RMLS™ for the display of RMLS™ Listing Content on such URL; such permission shall only be given in writing by a duly authorized representative of RMLS™.

9. INDEMNITY. Participant and Licensee shall indemnify, defend, and hold harmless RMLS™, its participants and subscribers, and their respective successors and assigns against any and all damages, losses, liabilities, expenses, demands, claims, and actions, including reasonable attorneys' fees and court costs arising out of or connected with the use by Participant or Licensee of RMLS™ Listing Content, or otherwise caused by their respective breach of any of the terms of this Agreement. If access is provided through the CURE RETS Repository, Participant and Licensee shall also indemnify, defend and hold harmless the CURE Solutions Group, LLC, against any and all damages, losses, liabilities, expenses, demands, claims, and actions, including reasonable attorneys' fees and court costs arising out of or connected with the use by Licensee or Participant of the CURE Repository, or otherwise caused by their respective breach of any of the terms of this Agreement.

10. NO WARRANTIES. The license granted under this Agreement, including, without limitation, all Listing Content, is provided AS IS, and RMLS™ disclaims any and all warranties, express or implied, including, without limitation, any implied warranties or merchantability or fitness for a particular purpose.

11. CHANGES TO RMLS™'S SERVER. RMLS™ shall not be obligated to make any changes to its servers, any software running on its servers, the configuration, applicable protocols or any other aspect of RMLS™'s computer equipment for any reason. Participant and Licensee acknowledge that the RMLS™ server and RMLS™ Listing Content may be unavailable to them from time to time, whether because of technical failures or other interruptions, intentional downtime for service or changes to the RMLS™ system or otherwise. Participant and Licensee agree that no modification of the RMLS™ server, software or any other aspect of its computer system, including, without limitation, configuration of RMLS™ Listing Content, shall constitute a default under this Agreement by RMLS™, regardless of whether it results from time to time in loss of access to the RMLS™ Listing Content.

