

LICENSE AGREEMENT

This Non-Exclusive License Agreement (“Agreement”) is made and entered into this _____ day of _____, 20____ (“Effective Date”) by and between Spokane Association of REALTORS®, a Washington non-profit corporation (“SAR”), the real estate firm whose name and contact information appear on the Signature Page of this Agreement designated “Participant Information and Signature” (“Participant”), and the company or individual(s) whose name and contact information appear on the Signature Page of this Agreement designated “Vendor Information and Signature” (“Vendor”).

RECITALS

WHEREAS, SAR owns and operates a computerized real estate Multiple Listing Service (“MLS”) for the benefit of its Participants, and the subscribers and users affiliated with such Participants;

WHEREAS, SAR desires to provide a service to its Participants whereby they may retrieve MLS Listing Information from the MLS (i) for use on Participant’s Internet Data Exchange (“IDX”); or (ii) for use on Participant’s Virtual Office Website (“VOW”);

WHEREAS, Participant desires to obtain MLS Listing Information for use on Participant’s VOW or IDX and Participant wishes to engage Vendor to operate Participant’s IDX or VOW on behalf of Participant, subject to Participant’s supervision, accountability, and compliance with the Rules, as defined in Article 1 of this Agreement;

WHEREAS, Vendor wishes to and has or will enter into an agreement with Participant to operate Participant’s VOW or IDX, and seeks to obtain access to the MLS Listing Information for such purpose;

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

ARTICLE I. **DEFINITIONS**

1. Definitions. For purposes of this Agreement, the following terms shall have the meanings set forth below.

(a) Internet Date Exchange or IDX. Means a Vendor’s program that permits Participants, subject to the Rules, to use MLS Listing Information for display to consumers on a section of a website operated by, or on behalf of, a Participant without any requirement that consumers first register with the Participant, or form any kind of brokerage relationship with the Participant before viewing the MLS Listing Information.

(b) MLS Listing Information. Means active listing information provided by Participants to the MLS and aggregated and distributed by the MLS to Participants, except for any listing for which the seller has withheld permission to have the listed property displayed on the Internet. “MLS Listing Information” shall include information relating to properties that have sold only in those jurisdictions in which the actual sales prices of completed transactions are accessible from public records.

(c) SAR Server. Means the computer server or servers, including both hardware and software, maintained by or for SAR which contains the MLS Listing Information and provides or provide the means for Vendor to access the MLS Listing Information.

(d) Participant. Means a “MLS Participant” as defined in SAR’s Bylaws, as may be amended from time to time. For purposes of this Agreement, the Participant is the real estate firm or individual whose name and contact information appear on the Signature Page of this Agreement in the section designated “Participant Information and Signature.”

(e) Rules. Shall refer to the SAR rules and regulations, as amended from time to time, any VOW or IDX rules or policy as SAR may establish and amend from time to time, any applicable access standards and technology standards, any operating policies relating to the MLS Listing Information, the SAR Code of Ethics and Arbitration Manual, and the Handbook on Multiple Listing Policy.

(f) Virtual Office Website or VOW. Shall refer to a 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 MLS Listing Information, subject to the Participant’s oversight, supervision, and accountability.

(g) Vendor. Means an entity or person designated by a Participant to operate a VOW or IDX on behalf of the Participant, subject to the Participant’s supervision, accountability, and compliance with MLS’s Policy and Rules. For purposes of this Agreement, the Vendor is the company or individual(s) whose name and contact information appear on the Signature Page of this Agreement in the section designated “Vendor Information and Signature.”

ARTICLE II.
GRANT OF LICENSE

1. License Grant. Subject to the terms and conditions of this Agreement, SAR hereby grants to Vendor a non-exclusive and non-transferable license to receive from SAR an electronic data feed of MLS Listing Information for use solely and exclusively in connection with the display of MLS Listing Information on Participant’s (check all that apply):

Internet Date Exchange (IDX)
Virtual Office Website (VOW)

2. Limitation on License. Except as expressly set forth in this Agreement, Vendor shall not, and shall not facilitate, cause, or allow anyone else, to do any of the following: (a) use, display, access, distribute, transfer, alter, or modify the MLS Listing Information, or otherwise create any derivative works of the MLS Listing Information, (b) download, distribute, export, deliver, or transmit any of the MLS Listing Information, including to any computer or other electronic device, except Participant’s VOW or IDX as permitted under this Agreement, or (c) sell, grant access to, or sublicense the MLS Listing Information, or any portion of the MLS Listing Information, to any third party. Vendor agrees to take all reasonable steps necessary to protect the MLS Listing Information from unauthorized access, distribution, copying or use.

3. License Fees and Payment; Expenses. In consideration for the License granted under this Agreement, Participant agrees to pay to MLS the license fee and other fees described on the attached Exhibit A to this Agreement (the "Fees"). The Fees shall be payable as provided on Exhibit A. If the Participant fails to make any payment when due, Participant will be responsible for the payment of all costs of collection of all unpaid amounts owing to SAR under this Agreement, including reasonable attorneys' fees and costs. Vendor shall be responsible for its own expenses and costs under this Agreement, and MLS shall have no obligation to reimburse Vendor for any expenses or costs incurred by Vendor in the exercise of Vendor's rights or the performance of Vendor's duties under this Agreement.

4. No Warranties. THE LICENSE GRANTED UNDER THIS AGREEMENT, INCLUDING ACCESS AND DISPLAY OF THE MLS LISTING INFORMATION, IS PROVIDED "AS IS," AND, EXCEPT FOR THE WARRANTIES SET FORTH IN ARTICLE VI OF THIS AGREEMENT, SAR DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

ARTICLE III. **COMPLIANCE**

1. Rules. Participant and Vendor hereby acknowledge that SAR has provided each with a copy of the Rules and agree to be bound by and comply with the Rules. Participant, Vendor, and SAR agree that:

- (a) The Rules may include terms and limitations in addition to those set forth in this Agreement;
- (b) SAR may modify the Rules at any time, in its sole discretion. SAR will provide Vendor and Participant notice of any modification and it will be incumbent upon Vendor and Participant to stay current with all Rules, and Participant and Vendor must comply with such modification no later than five (5) business days after receipt of notice; and
- (c) In the event anything in this Agreement is inconsistent with the Rules, the Rules will govern.

2. Means of Accessing the MLS Listing Information. Access by Vendor to the MLS Listing Information shall be exclusively by the means, including the format and method of delivery, designated by SAR. SAR may, in its sole discretion and upon thirty (30) days prior written notice to Vendor, change the means and nature of accessing the MLS Listing Information.

3. Authorization to Access the MLS Listing Information. Vendor hereby acknowledges and agrees that (i) Vendor has no independent participation rights in SAR by virtue of this license; (ii) Vendor shall not use MLS Listing Information except in connection with operation of Participant's VOW or IDX pursuant to this Agreement; and (iii) access by Vendor to MLS Listing Information is derivative of the rights of Participant.

4. SAR Access to the VOW or IDX. Participant shall at all times make Participant's VOW or IDX readily accessible to SAR and to all SAR Participants for purposes of verifying compliance with the Rules.

Participant's VOW is accessible to SAR at the following URL (include any necessary third-level

domain names):

Participant's IDX is accessible to SAR at the following URL (include necessary third-level domain names):

5. Changes to SAR Server. SAR shall not be obligated to make any changes to the SAR Server, including any software running on the SAR Server, the configuration, applicable protocols, or any other aspect of the SAR Server for any reason. Participant and Vendor acknowledge that the SAR Server, together with access to the MLS Listing Information, may from time-to-time be unavailable to Vendor, whether because of technical failures or interruptions, intentional downtime for service or changes to the SAR Server, or otherwise. Participant and Vendor agree that any modification of the SAR Server, any interruption or unavailability of access to the SAR Server, or access to or use of the MLS Listing Information shall not constitute a default under this Agreement. SAR shall have no liability of any nature to Participant or Vendor for, and Participant and Vendor waive all claims arising out of, any such modifications, interruptions, unavailability, or failure of access.

ARTICLE IV.
OWNERSHIP

1. Ownership of Intellectual Property. Vendor and Participant acknowledge and agree that the MLS Listing Information is proprietary, original works of authorship of SAR, may consist of information for which SAR has sufficient rights to grant this license, and is protected under United States copyright law. Vendor and Participant further acknowledge and agree that all right, title, and interest in and to the MLS Listing Information and any modifications, enhancements, or derivative works of the MLS Listing Information, are and shall remain with SAR. This Agreement does not convey or grant to Vendor an interest in or to the MLS Listing Information, but only a limited right to access and display the MLS Listing Information, revocable in accordance with the terms of this Agreement. Vendor and Participant agree that it will not challenge or take any action inconsistent with SAR's ownership of or rights to the MLS Listing Information as described herein.

2. Trademark License. SAR grants to Vendor and Participant a limited, non-exclusive, revocable license to use SAR's trademark(s) identified in Exhibit B for the sole purpose of identifying SAR as the source of the MLS Listing Information ("SAR Trademark"). Vendor and Participant agree that they will not use the SAR Trademark, or any marks that are confusingly similar, assert any right, license, or interest with respect to any trademarks of SAR, or represent or suggest any affiliation between SAR and Vendor. Vendor and Participant agree that they will not file any applications or assert any rights to the SAR Trademark in the United States, or any other country or territory. SAR may subsequently grant similar rights to Vendor or Participant to use other trademarks of SAR, and Vendor and Participant's use thereof shall be subject to the provision of this paragraph as if they had been included in Exhibit B.

3. Proprietary and Other Notices. Vendor and Participant agree that it will include and not alter or remove any trademark, copyright, other notices, or any disclaimers located or used on or in connection with the MLS Listing Information. Vendor and Participant further agree to provide notice to any person with access to the display of the MLS Listing Information that the source of the MLS Listing Information is SAR.

ARTICLE V. TERM AND TERMINATION

1. Term. The term of this Agreement shall commence on the Effective Date and shall continue until terminated as provided in this Agreement.

2. Termination. This Agreement may be terminated effective immediately upon the occurrence of any of the following events:

(a) SAR giving Participant and Vendor thirty days (30) written notice of the termination, with or without cause;

(b) Vendor giving SAR and Participant thirty days (30) written notice of the termination;

(c) Participant giving written notice to SAR that it no longer intends to display the MLS Listing Information via VOW or IDX;

(d) Vendor being no longer designated to provide VOW or IDX services to Participant;

(e) Participant ceasing to remain a participant in the SAR;

(f) Vendor accessing or downloading data in a manner not authorized for Participants that hinders the ability of Participants to download data;

(g) Participant or Vendor violating the Rules;

(h) Participant failing to make required payments to the SAR;

SAR acknowledges and agrees that it may not suspend or terminate Vendor's access to data for reasons other than those that would allow SAR to suspend or terminate Participant's access to data, or without giving the Vendor and Participant prior notice of the process set forth in the applicable provisions of the Rules for suspension or termination of Participant's access.

3. No Refund of Fees. No Fees, portion of the Fees, or other fees payable by Participant under this Agreement will be refunded to Participant upon termination of this Agreement for any reason.

ARTICLE VI. WARRANTIES, INDEMNIFICATION AND LIMITATION OF LIABILITY

1. Mutual Representations and Warranties. Each party represents and warrants to the others as follows: (a) this Agreement, when executed by such party, will be valid, binding and enforceable with respect to such party in accordance with its terms; (b) the execution of this Agreement and/or the performance of such party's obligations under this Agreement will not constitute a default, or an event

which with the passage of time, the giving of notice, or both, would constitute a default, under any other agreement by which such party is bound; and (c) Vendor is not and shall not be under any disability, restriction, or prohibition related to the execution of this Agreement and the performance of its obligations under this Agreement. Vendor further represents and warrants to SAR that the grant of the License to Vendor and the fulfillment of Vendor's obligations as contemplated under this Agreement are proper and lawful.

2. Indemnification. Participant and Vendor indemnify and hold harmless SAR, its officers, directors, employees, and licensees, from and against any and all claims, demands, liabilities, and actions, including the payment of all legal expenses, including reasonable attorneys' fees and costs, arising out of or connected with any breach by Participant or Vendor of any of the terms and conditions of this Agreement, including any breach of representation or warranty set forth in this Agreement, and the use and display of the MLS Listing Information. SAR shall have the right to control its own defense and engage legal counsel acceptable to SAR.

3. Limitation of Liability. TO THE FULLEST EXTENT AVAILABLE UNDER APPLICABLE LAW, SAR'S ENTIRE AND CUMULATIVE LIABILITY TO PARTICIPANT OR VENDOR, OR ANY THIRD PARTY, FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS, OR ACTIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE USE OR DISPLAY OF THE MLS LISTING INFORMATION, INCLUDING ANY TORT, SUCH AS NEGLIGENCE, SHALL NOT EXCEED AN AMOUNT EQUAL TO THE LICENSE FEE PAID TO SAR UNDER THIS AGREEMENT DURING THE ONE (1) YEAR PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM ACCRUED. WITHOUT WAIVER OF THE LIMITATIONS SET FORTH IN THIS AGREEMENT, IN NO EVENT SHALL SAR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES OR LOST PROFITS, EVEN IF SAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

ARTICLE VII. REMEDIES

1. Breach; Remedies. SAR, Participant, and Vendor agree that a breach of this Agreement will result in immediate and irreparable injury and harm to SAR. In such event, SAR shall have the right to immediately terminate Vendor's access to the MLS Listing Information and to obtain an injunction, specific performance, or other equitable relief to prevent the violation of the obligation under this Agreement; provided, however, that this shall in no way limit any other remedies which SAR may have including, without limitation, the right to seek monetary damages.

2. Attorney Fees. In the event that any dispute arises in connection with or related to this Agreement, the prevailing party will be entitled to recover reasonable attorneys fees and costs expended or incurred in resolving such dispute, whether through litigation or otherwise.

3. Dispute Resolution. Except as provided in the last sentence of this Section, any dispute, controversy, claim or difference concerning or arising out of this Agreement will be resolved by arbitration pursuant to the Rules. SAR, however, will have the right to immediately seek an injunction in any court of competent jurisdiction to prevent the unauthorized disclosure or use of SAR's proprietary information or trademarks.

ARTICLE VIII.
GENERAL PROVISIONS

1. Governing Law; Submission to Jurisdiction. This Agreement is governed by and enforced according to the laws of the State of Washington. Participant and Vendor hereby submit and consent to, and waive any defense to the jurisdiction of courts located in this Spokane County, State of Washington, as to all matters relating to or arising from this Agreement.

2. Notices. All notices to be given under this Agreement shall be made in writing and delivered by U.S. certified mail, facsimile transmission, or email to the appropriate party at the address provided on the Signature Page of this Agreement. The foregoing addresses may be changed from time-to-time by delivering notice of such change to the parties to this Agreement. Notice shall be effective upon receipt.

3. No Joint Venture. Nothing in this Agreement shall be construed to create a partnership or joint venture between SAR and Vendor.

4. Severability. If for any reason any provision of this Agreement is determined by a tribunal of competent jurisdiction to be legally invalid or unenforceable, the validity of the remainder of the Agreement will not be affected and such provision will be deemed modified to the minimum extent necessary to make such provision consistent with applicable law and, in its modified form, such provision will then be enforceable and enforced.

5. No Waiver. The waiver by either party of, or the failure of either party to take action with respect to any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition, or subsequent breach of the same, or any other term, covenant or condition contained in this Agreement.

6. No Assignment. Neither Participant nor Vendor may assign or otherwise transfer any rights under this Agreement to any party without the prior written consent of SAR.

7. Survival. The obligations of Participant and SAR set forth in Sections II.4, III.2, III.5, IV.3, V.2, VI.2, VI.3, VII.1, VII.2 and VII.3 under this Agreement shall survive the termination of this Agreement.

8. Entire Agreement. This Agreement, together with all Exhibits, constitutes the entire agreement between the parties. No representations or agreements of any kind have been made by either party that are not contained in this agreement.

9. Binding on Successors. This Agreement will be binding upon and inure to the benefit of each party and their successors and assigns permitted by this Agreement.

10. Execution and Amendment. This Agreement may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument. Facsimile signatures are deemed to be equivalent to original signatures for the purposes of this Agreement. This Agreement may not be amended except in writing signed by Participant, Vendor, and SAR.

11. Required Approval. SAR's obligations contained in this Agreement become binding on SAR only upon approval of this Agreement by SAR's MLS Steering Committee and SAR's Board of Directors.

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

SAR Information and Signature

Signature

Print Name

Title

Address

City, State, Zip Code

Email Address

Phone Number

Facsimile Number

Vendor Information and Signature

Signature

Print Name

Title

Address

City, State, Zip Code

Email Address

Phone Number

Facsimile Number

Participant Information and Signature

Signature

Print Name

Title

Address

City, State, Zip Code

Email Address

Phone Number

Facsimile Number

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

Participant Information and Signature

Signature

Print Name

Title

Address

City, State, Zip Code

Email Address

Phone Number

Facsimile Number

EXHIBIT A

FEES

Effective August 1st, 2007, Spokane Association of REALTORS® will charge the following to our IDX/VOW subscribing members:

- IDX SmartFrame provided by SAR: one time set up fee of \$100 and an annual fee of \$50 billed with membership dues. Annual fees are not subject to refund.
- IDX: one time set up fee of \$200 . Monthly fee depends on how often the database will be updated (see table below for monthly fee).
- VOW: one time set up fee of \$400. Monthly fee depends on how often the database will be updated (see table below for monthly fee).

Monthly Fee Table – Frequency of Data Scale

2x a day (minimum)	\$25
3x a day	\$75
4x a day	\$100
6x a day	\$125
8x a day	\$150
12x a day	\$175
24x a day	\$200

- Requested custom IDX modifications must be approved by SAR and will cost the Participant \$400. Custom modifications mean modifications to the file structure/content/frequency which requires a complete new setup done in coordination with the data recipient.
- SAR reserves the right to change the fees with thirty (30) days notice to Participant.
- SAR will establish service fees and charges for participation in IDX/VOW on an annual basis.

Note: A Participant must keep his/her SAR association account current. Data feeds to delinquent accounts will stop immediately upon suspension of services and will not be restored until account is brought current, all reinstatement fees have been paid and SAR consents to such reinstatement. SAR's right to suspend service is in addition to any other remedies that may be available at law or in equity. All current policies regarding payment of financial obligations will apply to the Broker reciprocity service.

EXHIBIT B
TRADEMARKS LICENSED TO VENDOR

None

Vendor Technical Data Sheet

(Only required for new Vendor contracts and renewals)

Vendor Name

Vendor Technical Contact Name

Address for Written Notices

Phone Number

Fax Number

Email Address(es)

Daily Frequency of Updates: 1x 2x 3x 4x 6x 8x 12x 24x

IP Address (i.e. 192.168.1.xx) and RETS Client

Paragon Account

RETS Filter

For SARMLS Use