

Michigan Regional Information Center, LLC

DATA LICENSE AGREEMENT

THIS DATA LICENSE AGREEMENT (the “Agreement”), effective as of the date of the last signature hereto (the “Effective Date”), is between the Michigan Regional Information Center, a Michigan limited liability company, hereafter referred to as “MichRIC®”; the undersigned Association or Multiple Listing Service which is a member of MichRIC® (the “Association/MLS”); the undersigned member of the Association/MLS (“Broker”); the undersigned user authorized by Broker to utilize the Data, if any (“Broker’s Authorized User”); and the undersigned third-party vendor of Broker and/or Broker’s Authorized User, if any (the “Vendor”).

BACKGROUND

- A. MichRIC® operates an online computerized regional information center for its member associations and their multiple listing services, which includes a real estate multiple listing database in which information, sketches, photographs, digital images, virtual tours, video, audio and compilations thereof provided by its Association/MLSs (collectively the “MichRIC® CIC Data”). The MichRIC® CIC Data is maintained by MichRIC® using its Computerized Information Center (“CIC”) and is shared among the MichRIC® Association/MLSs, their brokers who are also MLS participants and the broker’s authorized users.
- B. The Association/MLS is a member of MichRIC® and the Broker is a member of the Association/MLS. Broker’s Authorized User, if any (named below), is a licensed real estate agent or other support staff or personnel that is affiliated with Broker. (Broker and Broker’s Authorized User, if any, are referred to collectively hereafter as “Participant”).
- C. Vendor is in the business of developing and selling products and services which utilize the MichRIC® CIC Data to real estate firms. Vendor desires access to the MichRIC® CIC Data to provide products and services to Participant.
- D. MichRIC® and the Association/MLS are willing to provide access to the MichRIC® CIC Data to the Participant and Vendor in accordance with the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, it is hereby agreed by and between the parties hereto as follows:

1. Grant of License. MichRIC® and Association/MLS (if required) hereby grants to Participant and Vendor a non-exclusive, non-transferrable, revocable license to access the MichRIC® CIC Data solely for the Authorized Purposes in accordance with the terms and conditions of this Agreement. “Authorized Purposes” shall mean the uses set forth below on the “Participant Information and Signature Pages” and as otherwise provided herein.

2. Limitation on License. Except as expressly set forth in this Agreement, neither Participant nor Vendor shall facilitate, cause, or allow anyone else, to do any of the following: (a) use, display, access, distribute, transfer, alter, or modify the MichRIC® CIC Data, or otherwise create any derivative works of the MichRIC® CIC Data; (b) download, distribute, export, deliver, or transmit any of the MichRIC® CIC Data, including to any computer or other electronic device, except Participants’ VOW or IDX as permitted under this Agreement; or (c) sell, grant access to, or sublicense the MichRIC® CIC Data, or any portion of the MichRIC® CIC Data, to any third party. Provided, however, that Participant may utilize MichRIC® CIC Data for statistical purposes, including, but not limited to,

supporting an estimation of value on a particular property for a particular client in accordance with Participant's own real estate brokerage service. Participant and Vendor agree to take all reasonable steps necessary to protect the MichRIC® CIC Data from unauthorized access, distribution, copying or use.

3. Term. The term of this Agreement is for one year, commencing on the Effective Date. The Agreement will automatically renew for consecutive one-year terms on the anniversary of the Effective Date, unless and until terminated as provided below:

3.1 Right to Terminate. This Agreement may be terminated by any party hereto, with or without cause, by written notice to the other parties effective not less than five (5) business days after the date of the notice. Any such notice shall be sent by regular mail via USPS to the address set forth on the signature pages hereto with a copy via email. The effective date of the notice shall be the date of posting.

3.2 Automatic Termination. This Agreement shall terminate automatically if any of the following relationships terminate: (a) Participant's relationship with Association/MLS; (b) Association/MLS's relationship with MichRIC®; (c) Broker's relationship with Broker's Authorized User; or (d) Participant's relationship with Vendor.

3.3 Effect of Termination. Vendor and Participant agree that upon termination of this Agreement, Vendor's and Participant's license to use the MichRIC® CIC Data pursuant to this Agreement immediately terminates and Vendor and Participant shall immediately cease all use thereof. Upon termination, Vendor and Participant shall remove all MichRIC® CIC Data from all of their servers within one (1) business day of termination and within three (3) business days thereafter Vendor and Participant shall provide MichRIC® with a written statement that they have done so.

4. Access. Access to the MichRIC® CIC Data shall be provided as follows:

4.1 Address and Passwords. MichRIC® shall provide Broker with website address and username and password information necessary to access MichRIC® CIC Data. Broker may supply the MichRIC® CIC Data website address and username and password information necessary to access it only to Broker's Authorized User and Vendor in accordance herewith. For security purposes, passwords may be changed from time to time as the parties see fit. MichRIC® shall notify Broker of a changed password by e-mail to Broker's designated representative. The Broker shall communicate the changed passwords to the Broker's Authorized User and Vendor by secure means which shall not include broadcast e-mail or non-confidential member-wide communication.

4.2 Means of Accessing the MichRIC® CIC Data. Access to the MichRIC® CIC Data shall be exclusively by the means, including the format and method of delivery, designated by MichRIC®. MichRIC® may, in its sole discretion, upon 30 days' prior written notice, change the means and nature of accessing the MichRIC® CIC Data.

4.3 Changes to MichRIC® Services. Participant and Vendor acknowledge that the MichRIC® services, together with the MichRIC® CIC Data, may from time to time be unavailable, whether because of technical failures or interruptions, intentional downtime for service, or otherwise. MichRIC® shall have no liability of any nature to Participant, Vendor, or any other party for such interruptions in service.

5. Applicable Bylaws, Rules and Regulations, and Policies. Participant and Vendor agree to abide by the terms and conditions of (i) this Agreement; (ii) the Bylaws and/or Rules and Regulations of

the Association/MLS, if any; (iii) the CIC User License which defines the Terms of Use for using the MichRIC® CIC Data; (iv) the Virtual Office Website (VOW) policy of the Association/MLS; and (v) the Broker Reciprocity (IDX) policy of the Association/MLS; all as they presently exist or as may be amended from time to time in the future. In the event that the applicable Bylaws, Rules and Regulations, and/or Policies of the Association/MLS are inconsistent or in conflict with the terms and conditions of this Agreement, the Bylaws, Rules and Regulations, and/or Policies of the Association/MLS shall apply. Each of the undersigned represents and warrants that they have reviewed the applicable Bylaws, Rules and Regulations, and/or Policies related to the MichRIC® CIC Data and that they have consulted www.mlshelp.com to confirm that they have obtained the current versions of such requirements.

6. Redistribution Prohibited. Participant and Vendor shall not redistribute, disseminate, or provide the MichRIC® CIC Data or access to the MichRIC® CIC Data to any third party (except to the extent that information is republished or displayed consistent with the Applicable Bylaws, Rules and Regulations, and Policies described in Paragraph 5 above). Except as expressly provided herein, Participant and Vendor shall not copy, disassemble, or create derivative uses of the MichRIC® CIC Data; download, export, or transmit the MichRIC® CIC Data to any third party computer or other electronic device; or compile or aggregate the MichRIC® CIC Data with other data. Participant and Vendor shall maintain firewalls, filters, and other security systems necessary to ensure the MichRIC® CIC Data is secure and inaccessible to any third party (except to the extent that information is republished or displayed consistent with such governance documents). This prohibition does not include the redistribution or dissemination of Participant's own listing data to third parties.

7. Intellectual Property – No Third Party Beneficiary Rights Created. Participant and Vendor acknowledge that the MichRIC® CIC Data is a proprietary, original work of authorship of MichRIC® and/or its members and is protected under copyright and trademark laws. MichRIC® retains all ownership and intellectual property rights in and to the MichRIC® CIC Data. Except as explicitly provided for herein, Participant and Vendor have no rights to the MichRIC® CIC Data whatsoever, and this Agreement creates no third party beneficiary rights in Participant or Vendor.

8. Attorneys' Fees and Injunctive Relief. The parties agree that, in the event of a breach of this Agreement by Participant or Vendor, the damages suffered by MichRIC® and its members would be difficult to calculate and that injunctive relief is appropriate. Accordingly, the parties agree that preliminary and permanent injunctive relief should be issued without need for bond. The parties further agree that in the event of a dispute regarding this Agreement, the prevailing party is entitled to an award of its reasonable attorneys' fees and costs.

9. Indemnification. Participant and Vendor, jointly and severally, shall indemnify, defend, and hold harmless MichRIC®, the Association/MLS, and their respective members, managers, directors, officers, employees, and agents from any and all claims in any way related to the use of the MichRIC® CIC Data pursuant to this Agreement.

10. No Warranties. THE LICENSE GRANTED UNDER THIS AGREEMENT, INCLUDING ACCESS AND DISPLAY OF THE MichRIC® CIC DATA INFORMATION, IS PROVIDED "AS IS," AND, EXCEPT AS MAY BE EXPRESSLY STATED ELSEWHERE IN THIS AGREEMENT, MichRIC® DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

11. Miscellaneous.

11.1 This Agreement constitutes the complete, exclusive and final statement of the terms and conditions of agreement between the parties with respect to its subject matter, superseding all prior negotiations and proposals.

11.2 Failure to insist upon performance as specified herein shall not be deemed a waiver of a parties' right to insist upon such performance during the continuation of such deficient performance or upon any subsequent occasion, unless such a waiver is expressed in a writing signed by the authorized representative of the waiving party.

11.3 This Agreement may not be assigned in whole or in part, nor may any performance hereunder be delegated by either party without the prior written consent of the other party.

11.4 This Agreement shall be governed by and construed in accordance with the internal laws of the State of Michigan, without regard to its principles of conflicts of laws. Each of the parties hereto irrevocably submits to the exclusive jurisdiction of the courts of the State of Michigan located in Kalamazoo County and the United States District Court for the Western District of Michigan for the purpose of any suit, action, proceeding or judgment relating to or arising out of this Agreement and the transactions contemplated hereby. Each of the parties hereto irrevocably consents to the jurisdiction of any such court in any such suit, action or proceeding. Each party hereto irrevocably waives any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

[Signatures and Information on Following Pages]

PARTICIPANT INFORMATION AND SIGNATURE PAGES

Broker Name: _____

Broker Phone: _____ Fax: _____

Primary Contact (If different than above): _____

Primary Contact Phone: _____ Fax: _____

Office Name: _____

MLS Office ID: _____

VENDOR INFORMATION

Vendor Name: Constellation Web Solutions

Vendor Contact Person and phone: Dan Dlhj - 425-636-6910

BROKER'S AUTHORIZED USER'S INFORMATION

Broker's Authorized User's Name and phone: _____

DATA INFORMATION REQUEST

Broker requests providing the above-listed Vendor access to the following type of MichRIC® CIC

Data for Broker or Broker's Authorized User, as identified above: (Choose one from list below)

- Broker's Office Listings
- Broker Reciprocity (IDX) Data
- Virtual Office Website (VOW) Data
- Other Data (Please be specific) _____

[continued on next page]

PARTICIPANT INFORMATION AND SIGNATURE PAGES (CONTINUED)

DATA USE (AUTHORIZED PURPOSES):

The intended use of the MichRIC® CIC Data for Broker or Broker's Authorized User Broker is as follows: (Choose one from list below)

- Broker's Back Office Operation
- Broker Reciprocity (IDX) Website
- Virtual Office Website (VOW)
- Other (Please be specific) _____

List all domain addresses including 2nd and 3rd levels where the MichRIC® CIC Data will be available for use:

Broker and Broker's Authorized User, if applicable, further agree and acknowledge they are bound by this Agreement and each of the undersigned represents and warrants that they have reviewed the Applicable Bylaws, Rules and Regulations, and/or Policies described in Paragraph 5 above and that they have consulted www.mlshelp.com to confirm that they have obtained the current versions of such requirements.

Broker and Broker's Authorized User, if included in this MichRIC® Data License Agreement, by signing below agree to the terms and conditions of this MichRIC® Data License Agreement. Broker agrees to notify MichRIC® within five (5) business days if Broker terminates its relationship with either Vendor or with Broker's Authorized User.

Broker

Broker's Authorized User

 Signature

 Signature

 Title

 Title

 Date

 Date

<p>Address for Notices:</p> <p>_____</p> <p>_____</p>	<p>Address for Notices:</p> <p>_____</p> <p>_____</p>
<p>Email Copy:</p> <p>_____</p> <p>_____</p>	<p>Email Copy:</p> <p>_____</p> <p>_____</p>

ASSOCIATION/MLS SIGNATURE PAGE

Association/MLS Name: _____

Broker Name: _____

Association/MLS Participant Office Name: _____

Association/MLS Participant Office ID: _____

Check the box that applies below:

- Association/MLS approves the request by Broker, _____ (Broker's Name), to access the type of Data on the MichRIC® CIC as described on the Broker Signature and Information page of the MichRIC® Data License Agreement for the purposes stated therein and certifies that Broker is a current MLS Participant in good standing.

- Association/MLS approves the request by Broker, _____ (Broker's Name), to have the Broker's Authorized User, _____ (Name of Broker's Authorized User) access the type of Data on the MichRIC® CIC as described on the Broker Signature and Information page of this MichRIC® Data License Agreement for the purposes stated therein and certifies that Broker is a current MLS Participant in good standing.

The undersigned Association/MLS hereby agrees to notify MichRIC® within five (5) business days if Broker is no longer a member of the undersigned Association/MLS or if Broker is no longer in good standing with the undersigned Association/MLS.

Agreed to on behalf of Association/MLS by:

Signature

Print Name

Title

Date

<p>Address for Notices:</p> <p>_____</p> <p>_____</p> <p>Email Copy:</p> <p>_____</p>
--

MichRIC® SIGNATURE PAGE

Entered into on behalf of MichRIC® by:

Signature

Print Name

Effective Date

This section is for MichRIC® use only. MichRIC® will provide you the access information after signing this Agreement. The access information is confidential information for the purpose of this Agreement. MichRIC® will return a copy of the MichRIC® Data License Agreement to Broker, Broker's Authorized User, if any, and the Vendor, as applicable.

Address for Notices:
MichRIC®
5830 Venture Park Drive
Kalamazoo, MI 49009

Email Copy:
nandrus@michric.org and
aletica@michric.org