



**MIBOR REALTOR® Association**

## **RETS VOW Agreement**

Pages 2-22 Filled out by your web developer

Page 23-24 Fill in the required fields and have your Principle Broker  
sign the agreement.

All completed forms should be sent to:

MIBOR  
Attention IDX  
Email: [rets@mibor.com](mailto:rets@mibor.com)

MIBOR  
Attention IDX  
Fax: 317-956-5250

mail to:  
MIBOR  
Attention IDX  
1912 N Meridian Street  
Indianapolis, IN 46202

# **License Agreement**

## **(AVP Display of Listings on a VOW)**

This License Agreement (the “Agreement”) is made and entered into by and between MIBOR Service Corporation, Inc., a BLC® listing service”, and \_\_\_\_\_, a \_\_\_\_\_, as an affiliated VOW partner (“AVP”).

### AGREEMENT

In exchange for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, BLC® listing service and AVP agree as follows:

1. License Grant. Subject to the terms and conditions of this Agreement, BLC® listing service hereby grants to AVP a License. The License granted under this Agreement is for the exclusive purpose of operating one or more VOWs on behalf of Participant to facilitate the display of VOW Listings, and for the display of Participant Listings on Syndicated Websites. No License will be granted to AVP to display VOW Listings on a particular VOW or Participant Listings on a particular Syndicated Website, unless BLC® listing service has received and accepted a Participant Request from the Participant and Agent, if applicable. AVP agrees and acknowledges that BLC® listing service may modify the terms of this Agreement at any time, in its sole discretion. BLC® listing service agrees to deliver to AVP and each Participant notice of any modification to this Agreement. In the event any material modification to this Agreement is unacceptable to AVP or Participant, AVP may terminate this Agreement in accordance with Section 24.b of this Agreement, or Participant may cause BLC® listing service to terminate this Agreement for particular VOWs in accordance with Section 24.f of this Agreement. If an Agent is no longer an agent of Participant which accepted the terms of a Participant Request for that Agent, then BLC® listing service may suspend this Agreement with respect to the applicable Agent’s VOW in accordance with Section 24.f of this Agreement.

2. Limitations on License; Security. Except as expressly set forth in this Agreement, no rights are granted to AVP to do any of the following, and AVP shall not, and shall not cause or allow anyone else, to do any of the following: (a) use, display, access, distribute, transfer, alter, or modify the Licensed Listings, or otherwise create any derivative works of the Licensed Listings; (b) download, distribute, export, deliver, or transmit any of the Licensed Listings, including to any computer or other electronic device, except the Display Server as permitted under this Agreement; or (c) sell, grant access to, or sublicense the Licensed Listings, or any portion of the Licensed Listings, to any third party. AVP agrees to implement and maintain appropriate security protection as required by BLC® listing service, in BLC® listing service’s sole discretion, to maintain an audit trail of users’ activity on the VOW, and make that information available to BLC® listing service if BLC® listing service has reason to believe that any VOW has caused or permitted a breach in the security of the VOW, or a violation of the VOW Policy, VOW Rules, or Rules and Regulations, and to otherwise take all reasonable steps necessary to protect the Licensed Listings from unauthorized access, distribution, copying or use.

3. License Fees and Payment; Expenses. In consideration for the License granted under this Agreement, AVP agrees to pay to BLC® listing service the license fees and other fees

described on the attached Schedule C to this Agreement (the “Fees”). The Fees shall be payable as provided on Schedule C. A Participant or Agent may pay on behalf of AVP the License Fees and any other amounts owing by AVP to BLC® listing service under this Agreement, except that if a Participant or Agent fails to pay any such amounts when due, AVP shall be liable to BLC® listing service for such amounts until paid. Interest on all unpaid amounts owing to BLC® listing service under this Agreement shall accrue at the lesser of (i) the rate of fifteen percent (15%) per annum, or (ii) the maximum interest rate allowable under applicable law, until paid. AVP agrees to pay all costs of collection of all unpaid amounts owing to BLC® listing service under this Agreement, including reasonable attorney’s fees and costs. In addition, AVP agrees to pay all legal expenses, including reasonable attorney’s fees, incurred by BLC® listing service in negotiating or making any changes to this Agreement, or any documents or agreements in connection with this Agreement, if such changes are made or negotiated at the request of AVP. AVP shall be responsible for its own expenses and costs under this Agreement, and BLC® listing service shall have no obligation to reimburse AVP for any expenses or costs incurred by AVP in the exercise of AVP’s rights or the performance of AVP’s duties under this Agreement.

4. Display Servers. All Display Servers, if applicable, shall be under the direct control and supervision of AVP. In the event any person or entity, except AVP, has any control over, responsibility for, or access to the Display Server (an “AVP Affiliate”), AVP shall enter into a written agreement with the AVP Affiliate obligating the AVP Affiliate to comply with all of the terms and conditions of the Agreement. BLC® listing service shall be an express third party beneficiary of any such agreement.

5. Compliance with Standards.

a. AVP agrees to be bound by and comply with all of the terms and conditions in the Access Standards, Technology Standards, VOW Policy, VOW Rules, and Rules and Regulations, including maintaining, as applicable, the VOW and Syndication Websites, and, if applicable, Display Servers, in accordance with the Technology Standards, VOW Policy, VOW Rules, and Rules and Regulations. AVP shall ensure that any display of Licensed Listings is in compliance with the terms of the VOW Rules and Rules and Regulations. AVP shall not cause the display of any Licensed Listings to be inconsistent with the terms of the VOW Policy, VOW Rules, or Rules and Regulations, and AVP shall not facilitate any noncompliance with the terms of the VOW Policy, VOW Rules, Technology Standards, Access Standards, Rules and Regulations, or this Agreement, by any third party, including a Participant or Agent, the host or creator of each VOW, Syndication Website, or a party involved in any VOW or Syndication Website.

b. The Access Standards, Technology Standards, VOW Policy, VOW Rules, or Rules and Regulations may include terms and limitations in addition to or inconsistent with those set forth in this Agreement. In the event of any such inconsistency, or in the event this Agreement grants rights otherwise limited by the VOW Policy, VOW Rules, Rules and Regulations, the terms of the Access Standards, Technology Standards, VOW Policy, VOW Rules, and Rules and Regulations will govern. AVP acknowledges that BLC® listing service may modify the Access Standards, Technology Standards, VOW Policy, VOW Rules, and Rules and Regulations at any time, in its sole discretion. BLC® listing service agrees to deliver to AVP and each Participant notice of any modification to the Access Standards, Technology

Standards, VOW Policy, and VOW Rules. In the event any material modification to the Access Standards, Technology Standards, VOW Policy, or VOW Rules is unacceptable to AVP or a Participant, AVP may terminate this Agreement in accordance with Section 24.b of this Agreement, or Participant may cause BLC® listing service to terminate this Agreement with respect to the display of Licensed Listings on a particular VOW and in accordance with Section 24.f of this Agreement.

c. AVP shall immediately notify BLC® listing service of any failure to comply with the Access Standards, Technology Standards, VOW Policy, VOW Rules, or Rules and Regulations of which it becomes aware, including by any Participant or Agent, and including any actual or attempted material unauthorized access to or download or use of the Licensed Listings. Upon the occurrence of any such event or action, AVP shall take all steps necessary, and cooperate with BLC® listing service in every way requested by BLC® listing service, to remedy and prevent the continuation or recurrence of such actions or event, including with respect to any litigation or other proceeding, as deemed necessary by BLC® listing service.

6. Means of Access to Licensed Listings. Access by AVP to the Licensed Listings shall be exclusively through RETS Download, as set forth in the Access Standards and Technology Standards. BLC® listing service may, in its sole discretion and upon thirty (30) days prior written notice to AVP, change the means and nature of accessing the Licensed Listings.

7. Changes to BLC® listing service' Server. BLC® listing service shall not be obligated to make any changes to BLC® listing service' Server, including any software running on BLC® listing service' Server, the configuration, applicable protocols, or any other aspect of BLC® listing service' Server for any reason, including changes which AVP believes may be necessary to facilitate access to the Licensed Listings. Notwithstanding the foregoing, BLC® listing service may, at any time, modify or replace BLC® listing service' Server, in its sole discretion, and AVP understands that a modification of BLC® listing service' Server may require changes to any applicable websites, including VOWs, Syndication Websites, hardware, software, or configurations to provide for access to the Licensed Listings. BLC® listing service makes no representations or warranties with respect to the response time for access to the Licensed Listings. AVP acknowledges that BLC® listing service' Server, together with access to the Licensed Listings may from time-to-time be unavailable to AVP, whether because of technical failures or interruptions, intentional downtime for service or changes to BLC® listing service' Server, or otherwise. AVP agrees that any modification of BLC® listing service' Server, and any interruption or unavailability of access to BLC® listing service' Server, or access to or use of the Licensed Listings shall not constitute a default under this Agreement, and that BLC® listing service shall have no liability of any nature to AVP for any such modifications, interruptions, unavailability, or failure of access.

8. Intellectual Property. AVP acknowledges and agrees that the Database and the Licensed Listings are proprietary, original works of authorship of BLC® listing service, or licensed to BLC® listing service, protected under United States copyright, trademark, patent and trade secret laws of general applicability. AVP further acknowledges and agrees that all right, title, and interest in and to the Database, together with all modifications, enhancements, and derivative works of the Database, including all copyright rights, are and shall remain with BLC®

listing service. Notwithstanding the prohibition against modification of the Database, in the event AVP makes any such modification, then any modifications to the Database, shall be the sole property of BLC® listing service. AVP hereby assigns to BLC® listing service any and all modifications to the Database made by AVP, or anyone within the control of AVP. AVP agrees to execute all documents and take all action reasonably requested by BLC® listing service in connection with the assignment of rights to BLC® listing service. This Agreement does not convey or grant to AVP an interest in or to the Database or Licensed Listings, but only a limited right to download, use, and display the Licensed Listings, revocable in accordance with the terms of this Agreement. In the event of any claim for infringement or misappropriation of the Database or Licensed Listings, all damages awarded and other awards and recoveries shall be the exclusive property of BLC® listing service, and all such amounts shall be paid to BLC® listing service. In the event, for any reason, AVP obtains possession or control of any such damages or awards, AVP agrees to hold all such funds as trustee in trust for the exclusive benefit of BLC® listing service. AVP agrees that it will not challenge or take any action inconsistent with BLC® listing service' rights to the Database or Licensed Listings.

9. Trademarks. BLC® listing service grants to AVP a limited, non-exclusive, revocable license to use the trademark identified on the attached Schedule B as a trademark available to vendors for the purpose of identifying BLC® listing service as the source of the Licensed Listings (“BLC® listing service Trademark”). Any use of the BLC® listing service Trademark shall be solely for the purpose of identifying BLC® listing service as the source of the Licensed Listings, used exactly in the form displayed on Schedule B, and shall be used strictly in accordance with the applicable terms of the VOW Rules and Rules and Regulations. The license granted under this Section 9 of this Agreement may be terminated at any time by BLC® listing service, in its sole discretion, upon ten (10) days notice. AVP agrees and acknowledges that the license of the BLC® listing service Trademark is made without any representations or warranties of any kind or nature. BLC® listing service does not make any representations or warranties regarding title to the BLC® listing service Trademark, the rights of any other persons or entities to the BLC® listing service Trademark, or with regard to the enforceability of any rights to the BLC® listing service Trademark. Except as provided in this Section 9 of this Agreement, no other right is granted to AVP under this Agreement with respect to any trademarks of BLC® listing service. AVP agrees that it shall not use any trademarks of BLC® listing service, or any marks that are confusingly similar, assert any right, license, or interest with respect to any trademarks of BLC® listing service, or represent or suggest any affiliation between BLC® listing service and AVP. AVP agrees that it will not file any applications or assert any rights to any of BLC® listing service' trademarks in the United States, or any other country or territory.

10. No Warranties. THE LICENSE GRANTED UNDER THIS AGREEMENT, INCLUDING ACCESS TO AND DISPLAY OF THE LICENSED LISTINGS, IS “AS IS,” AND, EXCEPT FOR THE WARRANTIES SET FORTH IN SECTION 14 OF THIS AGREEMENT, BLC® LISTING SERVICE DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

11. Audit. BLC® listing service may, or at its option may engage an independent third party to, audit, test, and inspect the equipment and facilities of AVP, including each Display Server, and to perform tests of AVP's controls, systems and procedures, and of the VOWs as often as deemed reasonably necessary by BLC® listing service, in its sole discretion, including without limitation, (a) external attempts to penetrate any firewalls established in connection with any Display Server and protection of the Licensed Listings; (b) viewing all of the pages constituting each VOW; (c) using the VOWs to initiate and execute searches; and (d) using all other features and functions available on the VOWs, and if any of the features or functions of a VOW are protected by a user authentication device, such as a password, or require registration or similar function, then using all of such features and functions. If any features or functions of a VOW require registration or other information, BLC® listing service may input information which is not accurate in order to access the feature or function. AVP shall not attempt to block or otherwise interfere with BLC® listing service' monitoring or review of, attempts to penetrate, or access to any Display Server or AVP's other systems and controls. Each such audit shall be performed in accordance with audit standards and procedures established by BLC® listing service, in its sole discretion, and shall be performed to monitor and review (a) the adequacy of AVP's internal controls; (b) the adequacy of AVP's security system and procedures; (c) AVP's compliance with the Technology Standards; (d) AVP's compliance with applicable laws, rules and regulations; and (e) AVP's compliance with any other terms of this Agreement. The costs of such audits and tests shall be at BLC® listing service' expense, except that if at any time an audit discloses that AVP is not in full compliance and has otherwise not met the audit standards established by BLC® listing service in its sole discretion, AVP shall pay all costs of the audit, including BLC® listing service' internal costs, the independent auditor costs, and other out-of-pocket expenses incurred by BLC® listing service to an aggregate maximum of two thousand five hundred dollars (\$2,500).

12. service to an aggregate maximum of two thousand five hundred dollars (\$2,500).

13. In addition to the foregoing, AVP shall grant access to the VOW to all Participants to verify compliance with the VOW Rules, VOW Policy, and Rules and Regulations.

14. Representations, Warranties, and Covenants.

a. Each party represents and warrants to the other as follows: (i) this Agreement, when executed by such party, will be valid, binding and enforceable with respect to such party in accordance with its terms; and (ii) 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.

b. AVP represents, warrants, and covenants that: (i) it 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; (ii) that for each VOW or for Syndication Websites, a Participant Request has been signed and delivered to BLC® listing service by the applicable Participant or, with respect to the VOW or Syndication Websites of an Agent, by the applicable Participant and Agent; (iii) that the grant of the License to AVP and the fulfillment of

AVP's obligations as contemplated under this Agreement are proper and lawful; and (iv) that it shall establish, operate, and maintain each VOW strictly in compliance with the VOW Rules and VOW Policy.

15. Contract Administration; Technical Contact. Each party shall designate the name, address, telephone number, fax number, and e-mail address of a person who shall be the contract administrator under this Agreement (each a "Contract Administrator"), and the name, address, telephone number, fax number, and e-mail address of a person who shall be the technical contact under this Agreement (the "Technical Contact"). The initial Contract Administrator and Technical Contact for AVP shall be identified on the attached Schedule A to this Agreement. The Contract Administrator and/or Technical Contact may be changed from time-to-time, but not prior to delivery of notice to the other party. Each party's Technical Contact will be the point of contact for all technical issues related to the Database, Display Server(s), and otherwise arising under this Agreement.

16. Disclaimer. AVP acknowledges and agrees that use of, access to, and the display of the Licensed Listings by AVP do not constitute an endorsement, acceptance, or approval by BLC® listing service of any display of the Licensed Listings, or the means of displaying the Licensed Listings, including on any VOW or Syndication Website. BLC® listing service expressly disclaims any responsibility for the content of the VOW and any Syndication Website, and any other medium of display of the Licensed Listings, including without limitation, intellectual property infringement, content, accuracy, defamation, and other unlawful content.

17. Operation in Accordance with Law. AVP agrees that it will at all times develop, maintain, and display, as applicable, and cause to be maintained and displayed, the Licensed Listings, the VOW, Display Servers, content of the VOW, and all of AVP's business and business operations in a professional manner and in accordance with all applicable federal, state, and local laws, ordinances, and regulations and the Rules and Regulations. Further, AVP will not include in the content of the VOW or on any Syndication Website any material which is illegal, immoral, unethical, or offensive.

18. Confidential Information. AVP agrees and acknowledges that in addition to any copyright and other proprietary rights, the Licensed Listings are confidential information of BLC® listing service. The Licensed Listings, any non-public information delivered by or under the direction of BLC® listing service or used by AVP in connection with access to the Licensed Listings, and the terms and conditions of this Agreement (collectively "Confidential Information"), shall be maintained by AVP as confidential and available exclusively for use by AVP as provided in this Agreement, and for no other purposes. AVP shall not disclose any Confidential Information to anyone, except as ordered by a court of competent jurisdiction or as otherwise required by law. AVP shall not disclose any Confidential Information pursuant to a court order or as required by law until AVP has given BLC® listing service ten (10) days prior written notice and an opportunity to oppose such disclosure.

19. Indemnification.

a. AVP hereby agrees to indemnify and hold harmless BLC® listing service, Participants, and Brokerage Firms, their Agents, and their respective subsidiaries and affiliates,

and their respective officers, directors, managers, shareholders, members, employees, licensees, and sublicensees (each an “Indemnified Party”), from and against any and all suits, proceedings, claims, demands, liabilities, and actions, including the payment of all legal expenses, including reasonable attorney’s fees and costs, arising out of or connected with any of the following claims, whether such claim is for direct or indirect liability (each a “Claim”): (i) any claim for infringement or misappropriation of any copyright, patent, or trade secret, or other intellectual or other property right of any kind or nature whatsoever, arising under or in connection with this Agreement based on the acts or omissions of AVP, including, without limitation, any claim in connection with the use or display of any of the Licensed Listings by AVP, the use of any technology or processes, including computer software programs, computer hardware, or business methods in connection with the use or display of any of the Licensed Listings; and (ii) any breach of any representation, warranty, or covenant made by AVP under this Agreement, including, without limitation, any representation, warranty, or covenant in Section 14 of this Agreement. BLC® listing service shall have the right to control its own defense and engage legal counsel acceptable to BLC® listing service, in its discretion. If any Claim is made, or in BLC® listing service’ reasonable opinion is likely to be made, BLC® listing service may upon ten (10) days notice terminate this Agreement, but such termination shall not relieve AVP of its indemnification obligations under this Section.

b. An Indemnified Party shall give AVP written notice of any Claim, within a reasonable time after receiving actual notice of the Claim, for which the Indemnified Party intends to claim indemnification, provided that failure to give such notice shall relieve AVP of its obligations under this Section only to the extent AVP was prejudiced by delay or other failure in the delivery of such notice. In addition, each Indemnified Party shall reasonably cooperate with AVP, at AVP’s expense, in the investigation, defense, and settlement of the Claim. BLC® listing service may settle or compromise any Claim, provided that such settlement does not involve any admission of wrongdoing on the part of AVP.

c. Notwithstanding anything to the contrary in this Agreement, AVP’s obligations under this Section shall not be subject to any limitation on damages or remedies set forth in other Sections of this Agreement, and shall survive any termination or expiration of this Agreement. BLC® listing service shall have the right to offset any costs or expenses incurred by BLC® listing service that are indemnifiable hereunder against any amounts due to AVP under this Agreement.

d. AVP shall not use or display any of the Licensed Listings in any manner that is infringing or constitutes misappropriation of any copyright, patent, or trade secret, or other intellectual or other property right of any kind or nature whatsoever, including, without limitation, the use or display of any Licensed Listings on any website, or with any business method or any technology, including computer software.

20. Limitation of Liability. TO THE FULLEST EXTENT AVAILABLE UNDER APPLICABLE LAW, BLC® LISTING SERVICE’S ENTIRE AND CUMULATIVE LIABILITY TO AVP, 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 LICENSED LISTINGS, INCLUDING ANY TORT, SUCH AS NEGLIGENCE, SHALL NOT EXCEED



ONE THOUSAND DOLLARS (\$1,000.00) WITHOUT WAIVER OF THE LIMITATIONS SET FORTH IN THIS SECTION 20 OF THIS AGREEMENT, IN NO EVENT SHALL BLC® LISTING SERVICE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES OR LOST PROFITS, EVEN IF BLC® LISTING SERVICE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

21. Injunction. BLC® listing service and AVP agree that a breach or violation of Sections 2, 5, 8, 9, 11, 14, 17, 18, and 22 of this Agreement will result in immediate and irreparable injury and harm to BLC® listing service. In such event, BLC® listing service shall have, in addition to any and all remedies of law and other consequences under this Agreement, the right to 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 BLC® listing service may have, including, without limitation, the right to seek monetary damages.

22. Proprietary and Other Notices. AVP agrees that it will include and not alter or remove any trademark, copyright, or other notices, or any disclaimers located or used on, or in connection with the Licensed Listings, or otherwise required by BLC® listing service. AVP agrees to provide notice to any person with access to the display of any of the Licensed Listings that the source of the Licensed Listings is BLC® listing service, and the Licensed Listings are confidential information of BLC® listing service. Specifically, without limitation, the notices set forth in the VOW Rules and Rules and Regulations, if any, shall be displayed on all pages displaying Licensed Listings, or a portion of the Licensed Listings, in a reasonably conspicuous manner.

23. License Suspension. BLC® listing service may, at its option and without prior notice to AVP, immediately suspend the License, including access to or display of the Licensed Listings, or any portion of the Licensed Listings, including the Participant's Listings of a particular Participant, on any particular VOW or Syndicated Website for a period of up to thirty (30) days upon the occurrence of any default by AVP, or the occurrence of any event which BLC® listing service believes may constitute a default, under this Agreement, including any violation of or noncompliance with the Access Standards, Technology Standards, VOW Rules, or Rules and Regulations, or failure by AVP, or a Participant, Agent, or Brokerage Firm to pay any License Fees owing to BLC® listing service under this Agreement if BLC® listing service delivers to AVP and the associated Participant prior notice of such suspension and otherwise complies with any requirements in the VOW Policy, VOW Rules, and Rules and Regulations related to suspending a License. BLC® listing service shall provide AVP and the Participant with written notice of suspension of the License within three (3) days following the first day of suspension. In addition, BLC® listing service may, at its option, immediately suspend the License with respect to the VOW or designated Syndicated Website of any particular Participant or Agent upon the occurrence of any default by the respective Participant or Agent of an applicable Participant Request, the Rules and Regulation, or any other agreement with BLC® listing service, including failure to pay any fees owing to BLC® listing service when due. Upon the occurrence of a suspension, BLC® listing service may require and AVP agrees to deliver to BLC® listing service reasonable evidence that AVP is not in default under this Agreement, or AVP has cured the default. Nothing under this Section 23 of this Agreement shall be construed

as requiring BLC® listing service to suspend the License prior to exercising its right of termination under Section 24 of this Agreement.

24. Term and Termination.

a. The initial term of this Agreement shall commence on the Effective Date, and unless earlier terminated, continue until the first (1<sup>st</sup>) anniversary of the Effective Date, and shall automatically renew for additional one (1) year terms thereafter unless either party gives written notice to the other party of non-renewal at least thirty (30) days prior to the expiration of the then-current term.

b. AVP may terminate this Agreement at any time prior to the expiration of the initial term or any renewal term by delivering to BLC® listing service prior notice of termination.

c. BLC® listing service may terminate this Agreement at any time after BLC® listing service has given ten (10) days notice to AVP and Participant of any of the defaults set forth in Section 24.d of this Agreement, and such defaults have not been cured within such ten (10) day period; provided, however, that if, in the reasonable discretion of BLC® listing service, the default by AVP or Participant could result in irreparable harm to BLC® listing service, BLC® listing service may terminate this Agreement without prior written notice, if notice of such termination is delivered to AVP and Participant within ten (10) days of termination by BLC® listing service.

d. The foregoing Section 24.c applies to the following defaults: (i) AVP, or Participant or Brokerage Firm on AVP's behalf, fails to pay any amounts owing to BLC® listing service under this Agreement when due; (ii) AVP discloses or uses in any manner not expressly permitted under this Agreement any Confidential Information; (iii) the License is suspended pursuant to Section 23 of this Agreement, and AVP fails to cure the reason for suspension within the thirty (30) day suspension period provided under Section 23 of this Agreement; (iv) at any time, any representation or warranty made by AVP is false or misleading, whether based on facts or events existing on the Effective Date, or any time thereafter; or (v) AVP otherwise defaults under any other material term or condition of this Agreement. In addition, BLC® listing service may terminate this Agreement upon ten (10) days notice to AVP if AVP ceases doing business or becomes insolvent, a voluntary or involuntary petition of bankruptcy is filed with respect to AVP, or AVP ceases to operate or control the VOWs. BLC® listing service may terminate this Agreement immediately upon notice to AVP and without an opportunity to cure if BLC® listing service delivers to AVP more than three (3) notices pursuant to this Section 24.d in any consecutive twelve (12) month period.

e. BLC® listing service may immediately terminate this Agreement if (i) AVP is no longer designated to provide VOW services to any Participant; (ii) Participant for whom the AVP operates a VOW ceases to maintain its status with BLC® listing service; or (iii) AVP has downloaded the Licensed Listings in a manner not authorized for Participants and that hinders the ability of Participants to download the Licensed Listings. AVP agrees to give prompt notice to BLC® listing service if any VOW is terminated, or Licensed Listings cease to be displayed on any VOW.

f. BLC® listing service may terminate the License with respect to the VOW or designated Syndicated Website of a particular Participant or Agent at any time upon notice to AVP and (i) upon the occurrence of any default by such Participant or Agent under the Participant Request, the Rules and Regulations, or any other agreement entered into with BLC® listing service; (ii) if, at any time, such Participant or Agent is not, respectively, a Participant or Agent; (iii) upon delivery of notice by such Participant or Agent to BLC® listing service that the License should be terminated with respect to the VOWs of such Participant or Agent, for any reason, including Participant's or Agent's unwillingness to accept a material modification to the Agreement, so long as such notice is delivered to BLC® listing service no later than thirty (30) days after notice of the material modification is given to the applicable Participant or Agent; or (iv) Participant's or Agent's failure to pay any license fees owing, if any, by such Participant or Agent under the applicable Participant Request when due. Upon termination of the License for a particular Participant's or Agent's VOW in accordance with this Section 24.f of this Agreement, the terms of Sections 24.h of this Agreement shall apply with respect to the VOW or Syndicated Website for which the License is terminated.

g. Upon the termination of this Agreement, for any reason, or termination of the Transition Period, whichever is later, the License and any other license granted under this Agreement shall terminate and AVP shall within ten (10) business days of the date of termination of this Agreement or of the Transition Period, whichever is later, (i) permanently delete and remove all copies of the Licensed Listings, and such software from all computers and other storage devices on which they were loaded or copied, including the Display Servers, and (ii) terminate the use and display of any Licensed Listings on or in the VOW or elsewhere, and (iii) deliver to BLC® listing service written certification acceptable to BLC® listing service of AVP's compliance with the provisions of this Section 24.h of this Agreement. For a period of thirty (30) days following any termination of this Agreement (the "Transition Period"), except termination for an event of default by a Participant, BLC® listing service and AVP agree to reasonably cooperate with each other for the purpose of transitioning display of the Licensed Listings by another third party vendor pursuant to a separate license agreement between BLC® listing service and another vendor, and BLC® listing service agrees to continue to allow AVP to access and display the Licensed Listings during the Transition Period, subject to the terms and conditions of this Agreement. During the Transition Period, all terms of this Agreement shall continue in effect.

h. No License Fees, or portion of the License Fees, or other fees payable by AVP under this Agreement will be refunded to AVP upon termination of this Agreement for any reason, whether termination is by AVP or BLC® listing service.

i. Upon receipt of a notice of termination from AVP, or upon BLC® listing service sending notice pursuant to Section 24.c of this Agreement, BLC® listing service has the right, but not the obligation, to notify all Participants and Agents who have requested that BLC® listing service provide AVP with a license pursuant to this Agreement that such notice has been received or sent, as applicable.

## 25. General.

a. Governing Law; Submission to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the state of Indiana. AVP acknowledges that by entering into this Agreement, and providing the services provided under this Agreement, AVP has transacted business in the state of Indiana. By transacting business in the state of Indiana by agreement, AVP voluntarily submits and consents to, and waives any defense to the jurisdiction of courts located in Marion County, state of Indiana, as to all matters relating to or arising from this Agreement.

b. Notices. All notices, demands, or consents required or permitted under this Agreement shall be either in writing and delivered personally or sent by registered mail, certified mail, return receipt requested, or by a reputable overnight courier service, or delivered by email, to the appropriate party at the address for notices provided on the attached Schedule A to this Agreement or in the case of Participant, at the address maintained by BLC® listing service for Participant. The foregoing addresses may be changed from time-to-time by delivering notice of such change to the parties to this Agreement.

c. Costs of Litigation. If any action is brought by either party to this Agreement against the other party regarding the subject matter of this Agreement, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorney fees, costs, and expenses of litigation.

d. No Joint Venture. Nothing in this Agreement shall be construed to create a partnership or joint venture between BLC® listing service and AVP. AVP shall be responsible for the wages, hours, and conditions of employment of AVP's personnel during the term of this Agreement. Nothing in this Agreement shall be construed as implying that AVP or employees of AVP are employees of BLC® listing service.

e. Severability. Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable shall not invalidate or make unenforceable any other provision of this Agreement.

f. 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. The subsequent acceptance of any payment due under this Agreement by any party shall not be deemed to be a waiver of any preceding breach of the party making payment with respect to any term, covenant or condition contained in this Agreement.

g. No Assignment. AVP agrees that it will not assign or delegate, license, or otherwise transfer this Agreement, any licenses granted under this Agreement, or any of the rights or obligations of AVP under this Agreement.

h. Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of BLC® listing service and AVP, and is not intended to benefit any third party, including any Participant, Agent, Brokerage Firm, the owners or developers of any Syndication

Websites, or users of VOWs or Syndication Websites. No third party may claim any right or benefit under or seek to enforce any of the terms and conditions of this Agreement.

i. Entire Agreement. This Agreement includes any schedules attached to this Agreement, which schedules are incorporated into this Agreement by this reference. This Agreement constitutes the entire agreement between AVP and BLC® listing service concerning the subject matter of this Agreement. This Agreement supersedes any contemporaneous or prior proposal, representation, agreement, or understanding between the parties. This Agreement may not be amended except in writing signed by AVP and BLC® listing service.

j. Survival. The provisions of Sections 2, 3, 8, 9, 10, 16, 18, 19, 20, 21, 24.h, 24.i, and 25 shall survive the termination of this Agreement.

26. Definitions. The underlined terms set forth in this Section 26 shall have the meanings given them in this Section 26.

a. Access Standards means the additional terms and conditions for accessing the Licensed Listings, which terms and conditions are established and amended by BLC® listing service from time-to-time. The Access Standards current as of the Effective Date are attached to this Agreement as Schedule D.

b. Agent means each real estate agent, sales licensee, or non-principal broker that is affiliated with a Participant, who is a subscriber to BLC® listing service' multiple listing service, and has executed a Participant Request for BLC® listing service to grant to AVP a License to a particular VOW or VOWs or Syndication Website.

c. Agreement means this License Agreement, together with all documents which are incorporated by reference into this Agreement.

d. AVP Affiliate has the meaning set forth in Section 4 of this Agreement.

e. BLC® listing service' Server means the computer server or servers, including both hardware and software, maintained by BLC® listing service which provides or provide the means for AVP to access the Licensed Listings.

f. BLC® listing service Trademark has the meaning set forth in Section 9 of this Agreement.

g. Broker means a principal real estate broker, as such term may be defined in applicable state or local laws, and who is licensed in the state in which such broker is doing business.

h. Brokerage Firm means each of the real estate brokerage companies for which a respective Participant is the principal broker and with which Agents are affiliated.

i. Claim has the meaning set forth in Section 19.a of this Agreement.

- j. Confidential Information has the meaning set forth in Section 18 of this Agreement.
- k. Contract Administrator has the meaning set forth in Section 15 of this Agreement.
- l. Database means the compilation of Listings and other data and information maintained by BLC® listing service and known as the BLC® listing service Database.
- m. Display Server means all of the computer hardware and software, commonly referred to as a server, which generate the web pages on which Licensed Listings, or portions of the Licensed Listings, are displayed for the respective VOWs or Syndication Websites, and which make them available through the Internet.
- n. Effective Date means the date identified as the effective date on the signature page of this Agreement.
- o. Fees has the meaning set forth in Section 3 of this Agreement.
- p. License means a non-exclusive, non-transferable license to (a) access and display the VOW Listings only on or in the applicable VOW, and (b) access and display the Participant Listings on Syndication Websites.
- q. Licensed Listings means collectively the VOW Listings and Participant Listings.
- r. Listing means the data and other information regarding a parcel of real property, and all improvements on the real property, which is used in connection with the listing, marketing, and sale of real property.
- s. Participant means each principal real estate broker, broker in charge, or Brokerage Firm that is a participant in BLC® listing service' multiple listing service, and has executed a Participant Agreement for BLC® listing service to grant to AVP a License.
- t. Participant Listings means the Licensed Listings of a Participant who has signed a Participant Request.
- u. Participant Request means the request delivered to BLC® listing service by Participant, in the form substantially similar to the VOW Participant Request attached as Schedule F, which is incorporated into this Agreement by this reference, in connection with the granting of a License to AVP for a particular VOW or for Syndication Websites. Each signed Participant Request is incorporated into this Agreement by this reference.
- v. RETS Download means the download of Licensed Listings through BLC® listing service's Server using real estate transaction standards (RETS) as described on www.rets.org, or a substitute website.

w. Rules and Regulations means the BLC® listing service Rules and Regulations established by BLC® listing service, as amended by BLC® listing service from time-to-time.

x. Syndication Website means each Internet website identified by Participant for the display of Participant Listings.

y. Technical Contact has the meaning set forth in Section 15 of this Agreement.

z. Technology Standards means the standards for maintaining technology used in connection with the access to and use of the Licensed Listings as established by BLC® listing service. The Technology Standards current as of the Effective Date are attached to this Agreement as Schedule E.

aa. Transition Period has the meaning set forth in Section 24.g of this Agreement.

bb. VOW Listings means the Listings BLC® listing service is required to make available to AVP through a download as provided in the VOW Policy.

cc. Virtual Office Website or VOW means each Internet website, or feature of a website as defined in the VOW Rules, located at and with the domain name identified for the website in the applicable Participant Request, and for which the particular Participant and Agent, if applicable, has delivered to and BLC® listing service has accepted the Participant Request.

dd. VOW Policy means the VOW Policy adopted by BLC® listing service , as amended, governing the operating of Virtual Office Websites.

ee. VOW Rules means BLC® listing service’s standards for display of Licensed Listings on and the operation of a VOW, including the rules adopted by BLC® listing service in its Rules and Regulations for the operation of a VOW, which rules are established and amended by BLC® listing service from time-to-time. The VOW Rules are available at [www.mibor.com/pdfs/blcrules.pdf](http://www.mibor.com/pdfs/blcrules.pdf).

Dated effective \_\_\_\_\_, \_\_\_\_\_

BLC® LISTING SERVICE

MIBOR SERVICE CORPORATION, INC.

By \_\_\_\_\_  
Title \_\_\_\_\_

AVP

---

By \_\_\_\_\_

Title \_\_\_\_\_



SCHEDULE A

**Data Transmission Method**

(check one)

RETS Feed

User Agent: \_\_\_\_\_

FTP Download

AVP's Contract Administrator (See Section 15 of the Agreement):

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

AVP's Technical Contact (See Section 15 of the Agreement):

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

BLC® listing service' Address for Notices (See Section 25.b of the Agreement):

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

AVP's Address for Notices (See Section 25.b of the Agreement):

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

SCHEDULE B

**BLC®**

SCHEDULE C

**Fees and Payment Terms**

- \$500 Annually fee per vendor agreement
- Annual payment to include current customer list

## SCHEDULE D

### **Access Standards for RETS Download**

1. Means of Access. Access to the Licensed Listings shall be exclusively through download of the Licensed Listings through BLC® listing service' Server via RETS Download.
2. License Grant. In addition to the License granted to AVP under the Agreement, BLC® listing service hereby grants to AVP a license to download the Licensed Listings exclusively through RETS Download, and subject to the other terms and conditions of the Agreement and these Access Standards. Upon termination of the Agreement, for any reason, the license granted to AVP under this Section 2 of these Access Standards shall automatically terminate.
3. Change of Means of Access; Photographs. BLC® listing service may, in its sole discretion and upon thirty (30) days prior written notice to AVP, change the means and nature of downloading the Licensed Listings, and/or terminate the download of the Licensed Listings to the Display Server. Specifically, but without limitation, BLC® listing service may change the applicable table structures at any time after fifteen (15) days notice to AVP. The download of and access to photographs will be by providing to AVP the primary photograph for each Licensed Listing included in the data feed either by (a) a hypertext mark-up language document containing an image tag to the photograph stored on BLC® listing service' Server, or (b) a compressed file containing the actual photographs.
4. Access Standards. BLC® listing service will create an updated file of the Licensed Listings and photographs at least one (1) time every twenty-four (24) hours. AVP may download the Licensed Listings no more frequently than one (1) time every twenty-four (24) hours. AVP's initial download of the Licensed Listings shall be a full download. After the initial download, AVP's downloads of the Licensed Listings may be full or incremental as determined by BLC® listing service in its sole discretion.

## SCHEDULE E

### **Technology Standards**

AVP shall use at least, and without limitation, the following security protection in connection with use, access, and display of Licensed Listings:

#### Physical Security

- The security perimeter is clearly defined and the facilities physically sound.
- The walls are of solid construction.
- External doors protect against unauthorized access.
- Access rights to secure areas are regularly reviewed and updated.
- Access rights to secure areas are changed when personnel changes.
- Key storage is physically protected.
- Media containing sensitive information is protected against unauthorized access.
- Procedures are in place to handle secure disposal of backup media and other media containing sensitive information.

#### Remote Access

- Only users with a specific business requirement are granted remote access capabilities.
- Users are authenticated prior to accessing corporate network resources.
- Authentication is in the form of a unique username and password.
- Secure encrypted communications are used for remote administration of production systems and applications.
- Remote administration protocols, such as SSH, Telnet, PC Anywhere, Windows Terminal Server, or Remote Desktop, limit access to only trusted networks using a firewall.

#### Network Access

- Access control devices such as a firewall are used to separate public, 3rd party, and corporate networks.
- Users are located on separate network segments from those containing servers.
- Users' segments are separated from server segments by a firewall or equivalent access control device.
- Network access policies disallow all access by default.
- Access policies are audited to identify out dated policy rules.
- Access control measures include username and password authentication.
- User access is restricted on a need-to-know basis.
- Maintenance accounts and remote support access are disabled if they are not required.
- Privileged and administrative accounts are strictly controlled.

- AVP default security settings are changed on production systems before the system goes into production.
- Production systems are hardened by removing all unnecessary tools installed by the default configuration.
- All production systems are updated with the latest security related patches released by the vendors of various components.
- The router configuration is secured.
- Egress and ingress filters are installed on all border routers to prevent impersonation with spoofed IP addresses.
- If routers and other network devices are configured remotely, a secure communication protocol is used to protect the communication channel from eavesdropping.
- Routers are configured to drop any unauthorized packets.
- Routers are configured to prevent remote probing.
- Changes to the firewall need authorization.
- The network segment containing the servers for the web presence are separated from the Internet with a firewall.
- The network segment containing the servers for the web presence are separated from the network segment containing the internal servers with a firewall.
- All Internet accessible hosts (for example, firewall, web server, router, etc.) are periodically updated and patched for security vulnerabilities.

### System Security

- AVP-supplied defaults are changed before a system is placed into production.
- Standard builds for each system class exist.
- Server builds take into account all known security vulnerabilities and industry best practices.
- Systems are configured to only run necessary services.
- AVP-supplied security patches are installed within one month of release.
- A process exists to identify newly discovered security vulnerabilities applicable to the environment.

### Privileged Account Management

- When an employee leaves the company, the account and password are immediately revoked.
- Privileged accounts have an individual username and password that is not shared.
- Accounts are reviewed on a yearly basis to ensure that out-of-date or unknown accounts do not exist.
- Unique username and passwords are used to authenticate.
- Security management controls the addition, deletion, and modification of IDs.
- Information security management (a) does not permit group passwords, (b) requires the minimum length of at least 7 character passwords, (c) requires passwords not be found in any commonly used dictionary, and (d) requires password choice to contain at least 1 number or 1 symbol.

# Third Party Data Access Agreement

This Agreement is made and entered into as of \_\_\_\_\_, by and between MarketLinx, Inc. (the "Company") and \_\_\_\_\_ (the "Recipient").

The Company provides BLC™ listing service software to a Real Estate Board or Association (the "Client") and the Client controls the access and data use policies of their BLC™ listing service data ("Client Data"). The Recipient desires to make use of Client Data that is maintained by the Company's BLC™ listing service system software (TEMPO™). Actual connection by the Recipient to a specific Client installation must be approved by that Client.

To support this effort, the Recipient may gain information concerning the Company's proprietary BLC™ listing service system software and/or any other proprietary information deemed confidential by the Company ("Company Information"). The Company considers such information to be confidential and requires that the Company Information be used by the Recipient solely for the purpose described in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the Company and Recipient agree as follows:

- 1) **Confidentiality.** The Company Information will be made available and disclosed to Recipient pursuant to this Agreement only to the extent such may be necessary to utilize Client Data. Recipient shall keep and maintain the Company Information secret and confidential. Recipient shall not, directly or indirectly, without the prior written authorization of the Company, use the Company Information for its own benefit or business purpose or for purposes other than as specifically allowed by this Agreement, or disclose or make available to any third party the Company Information. The Company Information shall be and remain the sole, absolute and exclusive property of the Company. Upon the conclusion of its use or examination of the Company information, Recipient will return to the Company all of the Company Information.
- 2) **Use of Client Data.** Regardless of how the Client Data is received (RETS, IDX or other means), the Recipient acknowledges that they do not own the Client Data and are permitted to use the Client Data only as described and for no other purpose. They further agree to follow all Client rules and policies regarding use of Client Data as provided to Recipient by Client.
- 3) **MarketLinx Support.** Under the terms of this Agreement, the Company will provide to the Recipient any standard documentation required in the conduct of business and ensure that servers are functional and operating correctly. This agreement does not include the training of Recipient employees on how to get and/or use data or promoting product or service of Recipient.
- 4) **Live feed Responsibility.** The Recipient agrees to use their best efforts to reduce server loads for live data feeds such as RETS. If in the Company's judgment the Recipient's queries are causing unreasonable loads on the servers, the Recipient agrees to make modifications to their queries or pay for the increased server capacity needed to support their existing queries.
- 5) **Breach and Remedies.** In the event of a breach or threatened breach of any of the provisions of this Agreement, the Recipient acknowledges and agrees that neither the Company nor the Client will have an adequate remedy at law and shall therefore be entitled to enforce any such provision by temporary or permanent injunctive or mandatory relief without the necessity of providing damages, posting any bond or other security, and without prejudice to or diminution of any other rights or remedies which may be available at law or in equity. In addition, both the Company and the Client may exercise any and all other remedies available to them as a result of the breach of this Agreement by the Recipient.
- 6) **Miscellaneous.** This Agreement between the parties hereto and supersede any prior agreements, representations, understandings or promises relating to the subject matter hereof. Modification, amendment, supplement or waiver of any of the provisions of this Agreement shall not be effective unless in writing and executed by each of the parties hereto. The waiver of any provision of this Agreement shall not prohibit any subsequent enforcement of that provision. This Agreement shall be binding upon and shall inure the benefit of the legal representative and successors-in-interest of the parties hereto, except that neither party hereto shall assign any of its rights or obligations hereunder without the prior written consent of the other party hereto.
- 7) **Controlling Law.** This Agreement and the rights and obligations contained herein shall be construed and interpreted for all purposes in accordance with the laws of the State of Tennessee. The sole and exclusive venue for any litigation relating to or arising out of this Agreement shall be a state or federal court in Knox County, Tennessee, and the parties hereby consent to the jurisdiction of such courts.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

COMPANY: MIBOR

RECIPIENT: (website vendor)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

MIBOR Service Corporation  
1912 N. Meridian Street  
Indianapolis, IN 466202

Signature: \_\_\_\_\_

Company Address: \_\_\_\_\_

Fax: 317-956-5050

E-mail: [IDX@mibor.com](mailto:IDX@mibor.com)

Email Address: \_\_\_\_\_

Phone #: \_\_\_\_\_

## SCHEDULE F

### **VOW Participant Request**

This Participant Request is made pursuant to the license agreement (the “License Agreement”) between MIBOR Service Corporation, Inc., a “BLC® listing service” and \_\_\_\_\_ (web developer), an affiliated VOW partner (“AVP”) (the “License Agreement”), a copy of which is available to the undersigned Participant and Agent, if applicable (“Requesting Party”) upon request to BLC® listing service. Terms not otherwise defined in this Participant Request shall have the meaning set forth in the License Agreement.

By signing this Participant Request, Requesting Party is requesting that the website having the domain name(s) identified by Requesting Party in this Participant Request (“Requesting Party’s Website”) be included as a VOW under the License Agreement, that Participant Listings be displayed on Syndicated Websites, and Requesting Party hereby consents to the grant of the License to AVP for Requesting Party’s Website and Syndication Websites, subject to and in accordance with the terms of the License Agreement. The domain name for Requesting Party’s Website is subject to the approval of BLC® listing service, which approval will not be unreasonably withheld. Requesting Party hereby waives any and all claims against BLC® listing service, now existing or hereafter arising, relating to the License Agreement, including the License granted to AVP with respect to Requesting Party’s Website and Syndication Websites. The License may continue until the suspension or termination of the License Agreement, or suspension or termination of the License with respect to Requesting Party’s Website, in accordance with the terms of the License Agreement. In consideration for the License granted by BLC® listing service to AVP with respect to Requesting Party’s Website and Syndication Websites, Requesting Party agrees to pay to BLC® listing service the license fees, if any, as set forth for VOWs in the License Agreement.

Requesting Party represents and warrants to BLC® listing service that (i) Requesting Party is a principal real estate broker, broker in charge, or a real estate brokerage firm (“Participant”), or a sales licensee, agent, or non-principal broker (“Agent”) of a Participant, licensed in accordance with the laws of the state of Indiana, (ii) Requesting Party is a participant or subscriber in good standing to BLC® listing service’ multiple listing service, and (iii) Requesting Party is not in default under the Rules and Regulations. Requesting Party represents, warrants, and covenants that development and operation of Requesting Party’s Website will at all times be under Participant’s direct supervision, oversight, accountability, and control.

Requesting Party further represents and warrants to BLC® listing service that it has read and understands the terms and conditions of the License Agreement. Requesting Party agrees and acknowledges that the License granted to AVP by BLC® listing service under the License Agreement is an accommodation to Requesting Party, and Requesting Party is unconditionally, irrevocably, and personally jointly and severally liable and responsible for the performance by AVP of all of AVP’s obligations under the License

Agreement and the compliance with all terms and conditions of the License Agreement with respect to Requesting Party's Website. Specifically, Requesting Party is responsible for the display of all Licensed Listings strictly in compliance with the Rules and Regulations and the License Agreement, and with the applicable state rules and regulations regarding advertising and the display of listings.

If Requesting Party is a Participant, Requesting Party further agrees and acknowledges that Requesting Party is unconditionally, irrevocably, and personally jointly and severally liable and responsible for the performance by AVP of all of AVP's obligations under the License Agreement and the compliance with all terms and conditions of the License Agreement with respect to the VOW of Requesting Party's Agents. Requesting Party is further responsible for the display of Licensed Listings on the VOWs of Requesting Party's Agents and Syndication Websites strictly in compliance with the Rules and Regulations and the License Agreement, and with the applicable state rules and regulations regarding advertising and the display of listings.

Requesting Party agrees to promptly give notice to BLC® Listing Service if Requesting Party ceases to operate the Requesting Party's Website, or to display the Licensed Listings on the Requesting Party's Website.

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Domain Name for VOW or Syndication Website:

\_\_\_\_\_

Name of Requesting Participating Principle Broker or Agent:

\_\_\_\_\_ Member # \_\_\_\_\_

Email Address \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

If Requesting Party is an Agent, Name of Principle Broker of Agent:

\_\_\_\_\_ Member # \_\_\_\_\_

Principle Broker Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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