



Metropolitan Indianapolis Board of REALTORS®

Back Office Application – Vendor Agreement

Pages 2-17 Filled out by your web developer

Page 18 Fill in the required fields and have your Principle Broker
sign the agreement.

All completed forms should be sent to:

MIBOR
Attention IDX
Email: idx@mibor.com

MIBOR
Attention IDX
Fax: 317-956-5050

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

License Agreement

(Back Office Operations)

This License Agreement (the “Agreement”) is made and entered into by and between MIBOR Service Corporation, a (“BLC® listing service”), and _____, a (“Vendor”).

AGREEMENT

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

1. License Grant. Subject to the terms and conditions of this Agreement, BLC® listing service hereby grants to Vendor a License. The License granted under this Agreement is to facilitate the use of Licensed Listings for Back Office Operations through the Vendor Software Application. Vendor 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 Vendor and each Participant notice of any modification to this Agreement. In the event any material modification to this Agreement is unacceptable to Vendor or a Participant, Vendor may terminate this Agreement in accordance with Section 22.b of this Agreement, or Participant may cause BLC® listing service to terminate this Agreement for a particular Participant or Sales Licensee, or for the Participant Listings of such Participant, in accordance with Section 22.c of this Agreement.

2. Limitations on License. Except as expressly set forth in this Agreement, no rights are granted to Vendor to do any of the following, and Vendor 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 Vendor 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. Vendor agrees to 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, Vendor 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 Sales Licensee may pay on behalf of Vendor the License Fees and any other amounts owing by Vendor to BLC® listing service under this Agreement, except that if a Participant or Sales Licensee fails to pay any such amounts when due, Vendor shall be liable to BLC® listing service for such amounts until paid. Vendor 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, Vendor 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 Vendor. Vendor shall be responsible for its own expenses and costs under this Agreement, and BLC® listing service 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. Vendor Servers. The Vendor Server, if applicable, shall be under the direct control and supervision of Vendor. In the event any person or entity, except Vendor, has any control over, responsibility for, or access to the Vendor Server (a “SubVendor”), Vendor shall enter into a written agreement with the

SubVendor obligating the SubVendor 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. Vendor agrees to be bound by and comply with all of the terms and conditions of the Access Standards and Technology Standards. Vendor shall not cause the use or display of any Licensed Listings to be inconsistent with the terms of the terms of this Agreement, and Vendor shall not facilitate any noncompliance with the terms of the Technology Standards, Access Standards, or this Agreement, by any third party, including a Participant or Sales Licensee, the host or creator.

b. The Access Standards and Technology Standards may include terms and limitations in addition to or inconsistent with those set forth in this Agreement. In the event of any such inconsistency, the terms of the Access Standards and Technology Standards will govern. Vendor acknowledges that BLC® listing service may modify the Access Standards and Technology Standards at any time, in its sole discretion. BLC® listing service agrees to deliver to Vendor and each Participant notice of any modification to the Access Standards and Technology Standards. In the event any material modification to the Access Standards or Technology Standards is unacceptable to Vendor or a Participant, Vendor may terminate this Agreement in accordance with Section 22.b of this Agreement, or Participant may cause BLC® listing service to terminate this Agreement, or the use of Licensed Listings by a particular Participant or Sales Licensee in accordance with Section 22.c of this Agreement.

c. Vendor shall immediately notify BLC® listing service of any failure to comply with the Access Standards or Technology Standards of which it becomes aware, including by any Participant or Sales Licensee, 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, Vendor 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.

d. Each display by Vendor of any Licensed Listings, or portion of Licensed Listings, shall

i. clearly and conspicuously identify BLC® listing service as the source of the Licensed Listings.

ii. include the following notices which shall be in a typeface not smaller than the median used in the display of Licensed Listings: “The multiple listing information is provided by [insert legal name of BLC® listing service] from a copyrighted compilation of listings. The compilation of listings and each individual listing are © [insert legal name of BLC® listing service]. All Rights Reserved.”

e. The display or use of the Licensed Listings, or any portion of the Licensed Listings shall not include any of the following:

i. Any material which infringes the intellectual property rights of any third party.

ii. Any material which promotes pornography, violence, or discrimination on the basis of race, sex, religion, nationality, disability, age, or sexual orientation.

iii. Any material which is immoral, unethical, offensive, illegal, or inappropriate for a professional website or other display.

iv. Viruses, worms, “trojan horses” or other similar contaminating or harmful features.

f. No display or use of the Licensed Listings, or any portion of the Licensed Listings, shall be used in connection with sending unsolicited or unauthorized advertising, spam, promotional materials, or any other form of unsolicited message, whether commercial or otherwise.

6. Means of Access to Licensed Listings. Access by Vendor 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 Vendor, change the means and nature of accessing the Licensed Listings.

7. Changes to BLC® listing service’s Server. BLC® listing service shall not be obligated to make any changes to BLC® listing service’s Server, including any software running on BLC® listing service’s Server, the configuration, applicable protocols, or any other aspect of BLC® listing service’s Server for any reason, including changes which Vendor believes may be necessary to facilitate access to the Licensed Listings. Notwithstanding the forgoing, BLC® listing service may, at any time, modify or replace BLC® listing service’s Server, in its sole discretion, and Vendor understands that a modification of BLC® listing service’s Server may require changes to any applicable 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. Vendor acknowledges that BLC® listing service’s Server, together with access to the Licensed Listings may from time-to-time be unavailable to Vendor, whether because of technical failures or interruptions, intentional downtime for service or changes to BLC® listing service’s Server, or otherwise. Vendor agrees that any modification of BLC® listing service’s Server, and any interruption or unavailability of access to BLC® listing service’s 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 Vendor for any such modifications, interruptions, unavailability, or failure of access.

8. Intellectual Property. Vendor 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. Vendor further acknowledges and agrees that all right, title, and interest in and to the Database and Licensed Listings, 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 Vendor makes any such modification, then any modifications to the Database, shall be the sole property of BLC® listing service. Vendor hereby assigns to BLC® listing service any and all modifications to the Database made by Vendor, or anyone within the control of Vendor. Vendor 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 Vendor an interest in or to the Database or Licensed Listings, but only a limited right to access, 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, Vendor obtains possession or control of any such damages or awards, Vendor agrees to hold all such funds as trustee in trust for the exclusive benefit of BLC® listing service. Vendor agrees that it will not challenge or take any action inconsistent with BLC® listing service’s rights to the Database or Licensed Listings.

9. Trademarks. BLC® listing service grants to Vendor 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, and shall be used as provided in any guidelines established by BLC® listing service for its trademarks and exactly in the form displayed on Schedule B. 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. Vendor 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 Vendor under this Agreement with respect to any trademarks of BLC® listing service. Vendor 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 Vendor. Vendor agrees that it will not file any applications or assert any rights to any of BLC® listing service’s trademarks in the United States, or any other country or territory.

10. No Warranties. THE LICENSE GRANTED UNDER THIS AGREEMENT, INCLUDING USE, ACCESS, AND DISPLAY OF THE LICENSED LISTINGS, IS “AS IS,” AND, EXCEPT FOR THE WARRANTIES SET FORTH IN SECTION 12 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 Vendor, including the Vendor Server and Vendor Application Software, and to perform tests of Vendor’s controls, systems and procedures, and of the Participant or Sales Licensee, and their applicable Back Office Operations, and the Vendor Software Application, 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 the Vendor Server and protection of the Licensed Listings, (b) the use of Licensed Listings in connection with Vendor Software Application, and (c) use of all of the features and functions available on through the Vendor Software Application, and if any of the features or functions of the Vendor Software Application 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 the Vendor Software Application require registration or other information, BLC® listing service may input information which is not accurate in order to access the feature or function. Vendor shall not attempt to block or otherwise interfere with BLC® listing service’s monitoring or review of, attempts to penetrate, or access to, the Vendor Server or Vendor’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 (v) the adequacy of Vendor’s internal controls; (w) the adequacy of Vendor’s security system and procedures; (x) Vendor’s compliance with the Technology Standards; (y) Vendor’s compliance with applicable laws, rules and regulations; and (z) Vendor’s compliance with any other terms of this Agreement. The costs of such audits and tests shall be at BLC® listing service’s expense, except that if at any time an audit discloses that Vendor is not in full compliance and has otherwise not met the audit standards established by BLC® listing service in its sole discretion, Vendor shall pay all costs of the audit, including BLC® listing service’s 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. Mutual Representations and Warranties. Each party represents and warrants to the other 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 BLC® listing service that the grant of the License to Vendor and the fulfillment of Vendor's obligations as contemplated under this Agreement are proper and lawful.

13. 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 Vendor 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, Vendor Server, and otherwise arising under this Agreement.

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

15. Operation in Accordance with Law. Vendor agrees that it will at all times develop, maintain, use, and display, as applicable, the Licensed Listings, Vendor Server, and all of Vendor'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.

16. Confidential Information. Vendor 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 Vendor in connection with access to the Licensed Listings, and the terms and conditions of this Agreement (collectively "Confidential Information"), shall be maintained by Vendor as confidential and available exclusively for use by Vendor as provided in this Agreement, and for no other purposes. Vendor shall not disclose any Confidential Information to anyone, except as ordered by a court of competent jurisdiction or as otherwise required by law. Vendor shall not disclose any Confidential Information pursuant to a court order or as required by law until Vendor has given BLC® listing service ten (10) days prior written notice and an opportunity to oppose such disclosure.

17. Indemnification. Vendor hereby agrees to indemnify and hold harmless BLC® listing service, and 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 material breach by Vendor of any of the terms and conditions of this Agreement, including any breach of any representation or warranty set forth in Section 12 of this Agreement, and the use and display of the Licensed Listings. BLC® listing service shall have the right to control its own defense and engage legal counsel acceptable to BLC® listing service.

18. Limitation of Liability. TO THE FULLEST EXTENT AVAILABLE UNDER APPLICABLE LAW, BLC® listing service'S ENTIRE AND CUMULATIVE LIABILITY TO 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 LICENSED LISTINGS, INCLUDING ANY TORT, SUCH AS NEGLIGENCE, SHALL NOT EXCEED AN AMOUNT EQUAL TO THE LICENSE FEE PAID TO BLC® listing service 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 SECTION 18 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.

19. Injunction. BLC® listing service and Vendor agree that a breach or violation of Sections 2, 5, 8, 9, 11, and 16 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.

20. Proprietary and Other Notices. Vendor 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. Vendor agrees to provide notice to any person with access to the display of any 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.

21. License Suspension. BLC® listing service may, at its option and without prior notice to Vendor, immediately suspend the License, including access to, use of, or display of the Licensed Listings using the Vendor Software Application, or any portion of the Licensed Listings, including the Participant's Listings of a particular Participant or Sales Licensee for a period of up to thirty (30) days upon the occurrence of any default by Vendor, 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 or Technology Standards, or failure by Vendor, or a Participant, Sales Licensee, or Brokerage Firm to pay any License Fees owing to BLC® listing service under this Agreement. BLC® listing service shall provide Vendor and the Participant with written notice of suspension of the License within three (3) days following the first day of suspension. Nothing under this Section 21 of this Agreement shall be construed as requiring BLC® listing service to suspend the License prior to exercising its right of termination under Section 22 of this Agreement.

22. Term and Termination.

a. The initial term of this Agreement shall commence on the Effective Date, and unless earlier terminated, continue until the first (1st) 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. Vendor 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 Vendor and Participant of any of the defaults set forth in Section 22.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 Vendor, Participant, or a Sales Licensee 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 Vendor and Participant within ten (10) days of termination by BLC® listing service.

d. The foregoing Section 22.c applies to the following defaults: (i) Vendor, or Participant or Brokerage Firm on Vendor's behalf, fails to pay any amounts owing to BLC® listing service under this Agreement when due; (ii) Vendor discloses or uses in any manner not expressly permitted under this Agreement any Confidential Information; (iii) the License is suspended pursuant to Section 21 of this Agreement, and Vendor fails to cure the reason for suspension within the thirty (30) day suspension period provided under Section of this Agreement; (iv) at any time, any representation or warranty made by Vendor is false or misleading, whether based on facts or events existing on the Effective Date, or any time thereafter; or (v) Vendor 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 Vendor if Vendor ceases doing business or becomes insolvent, a voluntary or involuntary petition of bankruptcy is filed with respect to Vendor, or Vendor ceases to operate or control the Vendor Software Application.

e. 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 Vendor 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 Vendor Server, and (ii) terminate the use and display of any Licensed Listings, and (iii) deliver to BLC® listing service written certification acceptable to BLC® listing service of Vendor's compliance with the provisions of this Section 22.e of this Agreement. For a period of ten (10) days following any termination of this Agreement (the "Transition Period"), except termination for an event of default by a Participant, BLC® listing service and Vendor agree to reasonably cooperate with each other for the purpose of transitioning use 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 Vendor to access and use the Licensed Listings for Back Office Operations 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.

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

23. 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. Vendor acknowledges that by entering into this Agreement, and providing the services provided under this Agreement, Vendor has transacted business in the state of Indiana. By transacting business in the state of Indiana by agreement, Vendor 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 Vendor. Vendor shall be responsible for the wages, hours, and conditions of employment of Vendor's personnel during the term of this Agreement. Nothing in this Agreement shall be construed as implying that Vendor or employees of Vendor 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. Vendor 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 Vendor under this Agreement.

h. Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of BLC® listing service and Vendor, and is not intended to benefit any third party, including any Participant, Sales Licensee, or Brokerage Firm. 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 Vendor 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 Vendor and BLC® listing service.

j. Survival. The provisions of Sections 2, 3, 8, 10, 16, 17, 18, 19, 22.e, 22.f, 23, and 24 shall survive the termination of this Agreement.

24. Definitions. The underlined terms set forth in this Section 24 shall have the meanings given them in this Section 24.

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. Agreement means this License Agreement, together with all documents which are incorporated by reference into this Agreement.
- c. Back Office Operations means the internal, non-public, real estate brokerage business operations of a Participant.
- d. BLC® listing service's Server means the computer server or servers, including both hardware and software, maintained by BLC® listing service which provides or provide the means for Vendor to access the Licensed Listings.
- e. BLC® listing service Trademark has the meaning set forth in Section 9 of this Agreement.
- f. Brokerage Firm means a brokerage firm for which Participant is the principal broker.
- g. Confidential Information has the meaning set forth in Section 16 of this Agreement.
- h. Contract Administrator has the meaning set forth in Section 13 of this Agreement.
- i. Database means collectively the compilations of Listings and other data and information maintained by BLC® listing service as the BLC® listing service Database..
- j. Effective Date means the date identified as the effective date on the signature page of this Agreement.
- k. Fees has the meaning set forth in Section 3 of this Agreement.
- l. FTP Download – no longer available
- m. License means a non-exclusive, non-transferable license to access and display the Licensed Listings through the Vendor Software Application, and only for Back Office Operations.
- n. Licensed Listings means the Participant Listings, consisting of only the specific data provided by BLC® listing service in only the fields identified by BLC® listing service from time to time.
- o. Participant means each principal real estate broker, broker in charge, or Brokerage Firm that is a participant in BLC® listing service's BLC® Listing Service, and has executed a Participant Request for BLC® listing service to grant to Vendor a License.
- p. Participant Listings means the portion of the BLC® listing service Database which consists of the real estate listings of a particular Participant.
- q. Participant Request means an agreement provided by BLC® listing service to be executed by a Participant and/or Sales Licensee in connection with granting a License to Vendor for a particular Participant. Each Participant Request is incorporated into this Agreement by this reference.
- r. RETS Download means the download of Licensed Listings through BLC® listing service' Server using real estate transaction standards (RETS) as described on www.rets.org, or a substitute website.

s. 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.

t. Sales Licensee means each real estate agent, sales licensee, or non-principal broker that is affiliated with a Participant, who is a subscriber to the BLC® listing service, and has executed a Participant Request for BLC® listing service to grant to Vendor a License.

u. SubVendor has the meaning set forth in Section 4 of this Agreement.

v. Technical Contact has the meaning set forth in Section 13 of this Agreement.

w. 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 F.

x. Transition Period has the meaning set forth in Section 22.f of this Agreement.

y. Vendor's Software Application means the online computer software application(s) known as: _____ which provides Participants and Sales Licensees with functions and features for Back Office Operations.

z. Vendor Server means all of the computer hardware and software, commonly referred to as a server, on which the Licensed Listings, or any other data or information received from BLC® under this Agreement, are stored, cached, copied, or otherwise maintained, regardless of how long such information and data remain on such server.

Dated effective _____, _____

BLC® listing service

Nicole Jensen _____

Signature: _____

Title: Vice President of Business Technology _____

VENDOR

Signature: _____

Title: _____

SCHEDULE A

Vendor's Contract Administrator (See Section 13 of the Agreement):

Name: _____
Title: _____
Address: _____

Telephone: _____
Email: _____

Vendor's Technical Contact (See Section 13 of the Agreement):

Name: _____
Title: _____
Address: _____

Telephone: _____
Email: _____

BLC® listing service's Address for Notices (See Section 23.b of the Agreement):

Name: Nicole Jensen
Title: Vice President of Business Technology
Address: 1912 N. Meridian St.
Indianapolis IN, 46202
Telephone: 317 956-1912
Email: IDX@mibor.com

Vendor's Address for Notices (See Section 23.b of the Agreement):

Name: _____
Title: _____
Address: _____

Telephone: _____
Email: _____

SCHEDULE B

BLC® listing service Trademark

BLC®

SCHEDULE C

Fees and Payment Terms

- \$62/Monthly Auto-Pay (ACH)
- Monthly Auto-Payment Authorization Form (Required)
- Annual 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 RETS Download.

2. Change of Means of Access; Photographs. BLC® listing service may, in its sole discretion and upon thirty (30) days prior written notice to Vendor and change the means and nature of downloading the Licensed Listings, and/or terminate the download of the Licensed Listings to the Vendor Server. Specifically, but without limitation, BLC® listing service may change the applicable table structures at any time after fifteen (15) days notice to Vendor. The download of and access to photographs will be by providing to Vendor 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's Server, or (b) a compressed file containing the actual photographs.

3. 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. Vendor may download the Licensed Listings no more frequently than one (1) time every twenty-four (24) hours. Vendor's initial download of the Licensed Listings shall be a full download. After the initial download, Vendor's downloads of the Licensed Listings may be full or incremental as determined by BLC® listing service in its sole discretion.

SCHEDULE F

Technology Standards

Vendor 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.
- Vendor 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

- Vendor-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.
- Vendor-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, and (c) requires password choice to contain at least 1 number or 1 symbol.

Third Party Data Access Agreement

REV 2/18

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)

Signature: _____
(Signature)

(Print Name)

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

Fax: 317-956-5050
E-mail: idx@mibor.com

Signature: _____

Company Address: _____

Email Address: _____

Phone #: _____

Participant Request

This Participant Request (“Participant Request”) is made pursuant to the license agreement (the “License Agreement”) between MIBOR Service Corporation, a “BLC® listing service” and _____, a “Vendor” (the “License Agreement”), a copy of which is available to the undersigned (“You” or “Your”) 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, You are requesting that You be included as a Participant or Sales Licensee under the License Agreement, and You hereby consent to the grant of the License to Vendor for Your Back Office Operations, subject to and in accordance with the terms of the License Agreement. You hereby waive any and all claims against BLC® listing service, now existing or hereafter arising, relating to the License Agreement. The License may continue until the suspension or termination of the License Agreement, or suspension or termination of the License with respect to Your Back Office Operations, in accordance with the terms of the License Agreement. In consideration for the License granted by BLC® listing service to Vendor with respect to Your Back Office Operations, You agree to pay to BLC® listing service the license fees, if any, as set forth in the License Agreement.

You represent and warrant to BLC® listing service that (i) You are a principal real estate broker, broker in charge, or a real estate brokerage firm (“Participant”), or a sales licensee, agent, or non-principal broker (“Sales Licensee”) of a Participant, licensed in accordance with the laws of the state of Indiana, (ii) You are a participant or subscriber in good standing to BLC® listing service’s BLC® Listing Service, and (iii) You are not in default under the Rules and Regulations. You represent and warrant that Your use of the Licensed Listings will at all times be under your direct supervision and control.

You further represent and warrant to BLC® listing service that You have read and understand the terms and conditions of the License Agreement. You agree and acknowledge that the License granted to Vendor by BLC® listing service under the License Agreement is an accommodation to You, and You are unconditionally, irrevocably, and personally jointly and severally liable and responsible for the performance by Vendor of all of Vendor’s obligations under the License Agreement. Specifically, You are responsible for the use and display of all Licensed Listings strictly in compliance with the Rules and Regulations and the License Agreement.

If You are a Participant, You further agree and acknowledge that You are unconditionally, irrevocably, and personally jointly and severally liable and responsible for the performance by Vendor of all of Vendor’s obligations under the License Agreement and the compliance with all terms and conditions of the License Agreement with respect to Sales Licensees. If You are a Participant, You are responsible for the use and display of Licensed Listings by Your Sales Licensees 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.

Detailed Description of Backoffice Product: _____

Name of Requesting Participant: _____ Member # _____
Name of Participant’s Brokerage: _____

Signature: _____

Date: _____