



New Firm Application Packet

The following are needed for membership of the NRVMLS

1. NRVAR New Firm Application
2. NRVAR MLS Enrollment Form
3. NRVAR New REALTOR® Membership Application Form
4. NRVAR REALTOR® MLS Registration Form
5. NRVAR IDX Agreement (Broker and Firm)
6. Supra Key Lease Agreement (if applicable)

PLEASE ATTACH THE FOLLOWING WITH YOUR COMPLETED APPLICATION PACKET

1. A copy of the Broker and Firm's license from DPOR
2. Three Separate Checks:
 - a. Check for NRVAR Firm Application Fee: (Check payable to NRVAR by the Firm of the Agent joining)
 - b. Check for MLS Fees: One time Enrollment Fee, Annual Fee & MLS Monthly Fee (Check payable to NRVAR MLS From the Firm of the Agent joining)
 - c. Check for Key fees (If Applicable, Check Payable to NRVAR from the Firm of the agent joining)

New River Valley Association of REALTORS®

Membership Dues, MLS, and Key/Lockbox Fees (Rev. 5/9/17)



NEW REALTOR® MEMBERS

\$225.00 NRVAR Application Fees
 \$100.00 VAR New Member Fee

\$325.00

Total One-Time Application Fees*

NEW REALTOR® FIRMS

\$200.00 Application Fee
 \$100.00 Application Fee: Branch Office

ANNUAL DUES	NAR Dues	VAR Dues	NRVAR Dues	Total Dues	One-Time Fees*	TOTAL
January	155.00	120.00	185.00	460.00	325.00	785.00
February	145.00	120.00	185.00	450.00	325.00	775.00
March	135.00	120.00	185.00	440.00	325.00	765.00
April	125.00	90.00	140.00	355.00	325.00	680.00
May	115.00	90.00	140.00	345.00	325.00	670.00
June	105.00	90.00	140.00	335.00	325.00	660.00
July	95.00	60.00	95.00	250.00	325.00	575.00
August	85.00	60.00	95.00	240.00	325.00	565.00
September	75.00	60.00	95.00	230.00	325.00	555.00
October	65.00	30.00	50.00	145.00	325.00	470.00
November	55.00	30.00	50.00	135.00	325.00	460.00
December	45.00	30.00	50.00	125.00	325.00	450.00

DUES/APP FEE AMOUNT _____

Additional Membership Fees

These fees must be paid by the Participant (BROKER) (Firm check made payable to NRVAR).

Reinstatement: \$100 if inactive up to one year. All one-time fees must be paid if inactive more than one year.

Transfer: \$50 at the time of transfer from one firm to another.

RPAC (Optional): \$99 Broker license / \$65 Associate Broker license / \$35 Salesperson license.

New Broker: \$200 Agent to Broker status.

ADDITIONAL FEES AMOUNT _____

MLS FEES

Enrollment, annual, and monthly MLS fees must be paid by the Participant (BROKER) (Firm check payable to NRVAR MLS).

NEW FIRM	NEW MEMBER	NON-MEMBER ACCESS
\$500 One-time Enrollment fee	\$55 Monthly MLS Fee	\$100.00 One-time fee
\$50 Annual Fee (Jul-Dec) OR		
\$25 Prorated Annual Fee (Jan-Jun)		

MLS AMOUNT _____

KEY/LOCKBOX FEES

Enrollment, annual, & quarterly key fees and lockbox lease deposit fee must be paid by the Participant (BROKER) (Firm check payable to NRVAR).

MEMBER		NON-MEMBER	
\$125 Initial Set-up Fee OR \$25 Coop. Set-Up Fee	\$150 Display Key Deposit	\$125 Initial Set-up Fee OR \$25 Coop. Set-Up Fee	\$300 Display Key Deposit
\$90 Annual Key Fee (Mar-Aug) OR	\$40 Quarterly Display Key Fee OR	\$127.50 Annual Key Fee (Mar-Aug) OR	\$40 Quarterly Display Key Fee OR
\$45 Annual Key Fee (Sep-Feb)	\$63.18 eKey FOB	\$63.75 Annual Key Fee (Sep-Feb)	\$63.18 eKey FOB
	\$55 Quarterly eKey Fee		\$55 Quarterly eKey Fee

Lockbox Fees: \$25 Lease Deposit for Primary/Secondary Members, \$100 for MLS Only Members

Lost Lockbox: \$120

Lost Display Keys: \$150

KEY/LOCKBOX AMOUNT _____

TOTAL DUE FROM AGENT:

TOTAL DUE FROM PARTICIPANT:

NRVAR New Firm Application Form



Name of Firm: _____

License Number: _____

Physical Address: _____

Mailing Address: _____

Phone Number: _____ Fax Number: _____

Firm E-Mail Address: _____

Firm Web Address: _____

Firm/Branch Principal Broker: _____

Firm/Branch Managing Broker: _____

Section I – NRVAR Membership

I hereby apply for membership in the New River Valley Association of REALTORS®. In the event my application is approved, I agree as a condition of membership to complete the orientation courses. I further agree that I will pay dues when due and will abide by the Code of Ethics, Bylaws, Association Policies, and duty to arbitrate, all as from time to time amended. Finally, I consent and authorize NRVAR to invite and receive information and comment about me and my firm from any Member or other person, and I agree that any information and comment furnished to NRVAR by any Member or other person in response to any such invitation shall be conclusively deemed to be privileged and not form the basis of any action by me for slander, libel, or defamation of character.

Principal or Authorized Managing Broker Signature

Date

Section II – NRVAR Information Services Membership

I agree as a condition of subscription to NRVAR Information Services and participation in the NRVAR Multiple Listing Service to abide by all relevant Rules, Regulations, Policies, and other obligations of participation including payment of fees. I further agree to be bound by the Code of Ethics including the obligation to submit to ethics hearings and the duty to arbitrate contractual disputes with other REALTORS® in accordance with the established procedures of the NRVAR. I understand that a violation of the Code of Ethics may result in termination of my NRVAR Information Services privileges and that I may be assessed an administrative fee which may be in addition to any discipline, including fines, that may be imposed.

Principal or Authorized Managing Broker Signature

Date

New River Valley Association of REALTORS®
125 Ponderosa Drive, Christiansburg, Virginia 24073

Phone: 540.381.9354
Fax: 540.381.9358

Membership/MLS Coordinator, Brooke McPeak, brooke@nrvar.com

**NRVAR New Firm Application
MLS Enrollment Form**



I hereby enroll in the New River Valley Multiple Listing Service (MLS). By signing this MLS Enrollment Form, I agree to conform to the Rules and Regulations thereof and to pay the costs incidental thereto.

Date _____

Print Name (Principal/ Authorized Managing Broker/Appraiser) _____

Signature _____

Firm Name _____

Firm Address _____

Firm Phone _____ Email _____

My primary association is _____

Individuals from the above firm who will be using the MLS:

Name	Telephone Number
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____
10. _____	_____



NRVAR REALTOR® Membership Application Form

Name: _____
(As it appears on license)

Name: _____
(As it should appear in the MLS)

Firm Name: _____ Branch Office: _____

Real Estate License #: _____ Exp. Date: _____ Type: Broker _____ Sales _____

Appraisal License #: _____ Exp. Date: _____

Firm Mailing Address: _____

Home Mailing Address: _____

E-Mail Address: _____ Website: _____

Cell #: _____ Home #: _____ Office #: _____ Birth Date: _____

Preferred method of contact (Please check one): Cell Home Office

Please indicate your primary REALTOR® Association if other than NRVAR: _____. **If NRVAR is NOT your primary Association, please provide a letter of good standing from your primary Association.**

Have you been a REALTOR® member in the past? Yes _____ No _____ If yes, what was your NRDS number? _____

Do you currently have any pending REALTOR® Code of Ethics violations filed against you? Yes _____ No _____

Have you been in violation of the REALTOR® Code of Ethics in the last three years? Yes _____ No _____

Have you ever been convicted of a felony? Yes _____ No _____ If yes, please explain: _____

If you are applying for NRVAR REALTOR® membership please read and sign below.

I hereby apply for membership in the New River Valley Association of REALTORS. In the event my application is approved, I agree as a condition of membership to complete the orientation courses within 6 months of my approval. I further agree that I will pay dues when due and will abide by the Code of Ethics, Bylaws, Association Policies and duty to arbitrate, all as from time to time amended. Finally, I consent and authorize NRVAR to invite and receive information and comment about me from any member or other person, and I agree that any information and comment furnished to NRVAR by any member or other person in response to any such invitation shall be conclusively deemed to be privileged and not form the basis of any action by me for slander, libel, or defamation of character.

REALTOR® Signature: _____

Date: _____

New River Valley Association of REALTORS®
125 Ponderosa Drive, Christiansburg, VA 24073

Phone: 540.381.9354
Fax: 540.381.9358

Membership/MLS Coordinator, Brooke McPeak, brooke@nrvar.com

OFFICE USE ONLY: NRDS ID _____

Rev. 5/9/2017

NARVAR REALTOR® MLS Registration Form



Each REALTOR® in the firm who will utilize the MLS must submit this registration form signed by the Principal or authorized Managing Broker any pay the appropriate fees before using any NRVAR Information Services.

REALTOR® Name: _____

Firm Name: _____

Section I: Please have your Principal or Authorized Managing Broker Complete this section.

I, _____, the Principal or Managing Broker of the above names firm/branch office, hereby register the REALTOR® listed above as an authorized user of NRVAR Information Services under my membership. I understand the following:

1. My firm is responsible for all NRVAR MLS fees and fines incurred by this user/subscriber.
2. I am responsible for ensuring that this subscriber complies with the NRVAR MLS Rules and Regulations and policies.
3. I understand that non-registered licensees may not use the NRVAR MLS in any way, including listing a property under my name or another REALTORS'® name in the MLS or data base for any other purpose. MLS Only Subscribers shall not enter listings into the MLS when the property is marketed with any other licensee within the same firm who is not a subscriber of the NRVAR MLS, i.e. a licensee's name appears on the listing agreement, signage or other MLS as to give the appearance that the licensee is the listing agent.
4. I understand that access by registered support staff to the MLS database is solely for clerical and administrative functions for the participant or Subscriber under whom the clerical user is registered.
5. I am responsible for all subscribers and clerical users under my membership and for the security of their passcodes and shall not give or allow use of or make available their passcode to any unauthorized person.
6. If any non-registered person uses the NRVAR MLS in any way through my membership, my firm is responsible for fees applied retroactively from the date of first use by the person (or from the beginning of the year of first use if the exact date of first use cannot be established.) My firm is also subject to penalties including, but not limited to, a fine of \$500.00 for unauthorized usage and other fines or damages as determined by the NRVAR Board of Directors.
7. The NRVAR Board of Directors reserves the right to deny or revoke NRVAR Multiple Listing Services to any person.

Principal or Authorized Managing Broker's Signature

Date

Section II: Requires Applicant Signature

I agree as a condition of participation in the MLS to abide by all relevant Bylaws, Rules, and other obligations of participation including payment of fees. I further agree to be bound by the Code of Ethics of the Nation Association of REALTORS® on the same terms and conditions as association members including the obligation to submit to ethics hearings and the duty to arbitrate contractual disputes with other REALTORS® in accordance with the established procedures of the association. I understand that a violation of the Code of Ethics may result in termination of my MLS privileges and that I may be assessed an administrative processing fee which may be in addition to any discipline, including fines that may be imposed.

Agent Signature

Date

Agent Agreement

(For IDX and/or VOW)

This Agent Agreement (the “Agent Agreement”) is made and accepted by _____, a real estate Agent Subscriber (the “Agent Subscriber”) who is affiliated with _____, a real estate Brokerage firm (the “Brokerage Firm”), and _____, the principal real estate Broker Participant for the Brokerage Firm (the “Broker Participant”), for the benefit of the New River Valley Association of Realtors®, Inc., a Virginia nonstock corporation (“NRVAR”). This Agent Agreement is made pursuant to the Rules and Regulations of NRVAR (the “Rules and Regulations”). Agent Subscriber hereby requests that NRVAR grant a license, as such term is defined in the License Agreement (a “License”), to the vendor identified on the attached Schedule A to this Agent Agreement as the “Licensee” (“Licensee”) pursuant to the license agreement between NRVAR and Licensee (the “License Agreement”), a copy of which is available upon request. Agent Subscriber acknowledges that NRVAR may grant to Licensee a License to access and display on the Display Websites the Licensed Listings, subject to and in accordance with the terms of the License Agreement. Agent Subscriber hereby consents to and waives any and all claims against NRVAR, now existing or hereafter arising, relating to the License Agreement, including the License granted to Licensee.

The License shall include only the Licensed Listings, and may continue until the suspension or termination of the License Agreement, or suspension termination of the License with respect to particular Display Websites, in accordance with the terms of the License Agreement.

The domain names for the Display Websites of Agent Subscriber shall be identified on the attached Schedule A to this Agreement, which domain names may be modified or changed, an additional Display Websites may be included, upon request of Agent Subscriber and the approval of NRVAR. NRVAR shall be deemed to have approved such request unless NRVAR has given notice to Agent Subscriber of non-approval within thirty (30) days of the date of the request.

Agent Subscriber represents and warrants to NRVAR that Agent Subscriber is a subscriber in good standing to NRVAR’ multiple listing service who has entered into a subscription agreement with NRVAR for such services, and is an IDX Agent Subscriber (for IDX Licensed Listings) and/or a VOW Agent Subscriber (for VOW Licensed Listings), as such terms are defined in the Rules and Regulations. Agent Subscriber represents and warrants to NRVAR that Agent Subscriber has read and understands the terms and conditions of the License Agreement. Agent Subscriber agrees and acknowledges that NRVAR has no obligation to accept this Agent Agreement. Agent Subscriber further agrees and acknowledges that if this Agent Agreement is accepted by NRVAR, the license granted by NRVAR under the License Agreement is an accommodation to Agent Subscriber, and Agent Subscriber’s Broker Participant, and Agent Subscriber is unconditionally, irrevocably, and personally jointly and severally liable and responsible for the performance by Licensee of all of Licensee’s obligations under the License Agreement and the compliance with all terms and conditions of the License Agreement. Specifically, Agent Subscriber is responsible for the display of all Licensed Listings

strictly in compliance with the Rules and Regulations, and compliance with all other agreements with NRVAR, and with the applicable state rules and regulations regarding advertising and the display of listings. Agent Subscriber acknowledges its obligation to monitor the use, handling and display of Licensed Listings by Licensee for such compliance. Agent Subscriber agrees that, without affecting the liability and obligations of Agent Subscriber under this Agent Agreement, and specifically in connection with the License Agreement, NRVAR and/or Licensee may amend and modify the License Agreement without notice to or the consent of Agent Subscriber.

This Agent Agreement is effective only if accepted by NRVAR; provided, however, NRVAR shall be deemed to have accepted this Agent Agreement unless NRVAR has given notice to Agent Subscriber of non-acceptance within thirty (30) days of the Effective Date. Any notice of non-acceptance by NRVAR may be delivered by email to Agent Subscriber at the address maintained in the membership records of NRVAR.

Dated effective _____

AGENT SUBSCRIBER

(signature)

(printed name)
Individually

PRINCIPAL/AUTHORIZED MANAGING
BROKER

(signature)

(printed name)

SCHEDULE A TO AGENT AGREEMENT

To be completed for IDX and/or VOW Display Websites:

Name of Licensee:

Display Website Domain Names:

To be completed only for IDX Agent Frame Websites:

Website to Frame

- Brokerage's IDX solution
- NRVAR's IDX frameable solution

To be completed only for VOW Display Websites:

Requested Listing Statuses

- All Listings
- Selected Listings (check all applicable below):
 - Active
 - Pending
 - Temporarily withdrawn
 - Sold
 - Expired
 - Lease Purchase pending
 - Leased
 - Sold non-MLS

License Agreement IDX or VOW Listings

This License Agreement (the "Agreement") is made and entered into by and among the **NEW RIVER VALLEY MULTIPLE LISTING SERVICE, INC.** ("NRVMLS"), _____, a _____ ("Broker Participant") and _____, a _____ ("Licensee"). [If no Licensee, insert "None". In such event, Broker Participant hereby agrees to abide by and perform all "Licensee" responsibilities under this Agreement. If there is no Licensee and Broker Participant's means of access to the Licensed Listings is through Framing Access only, then Paragraphs 3.a., 4 and 13 and Schedules B (relating to the Licensee), D and E of this Agreement shall be inapplicable to the Broker Participant.]

AGREEMENT

In exchange for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, NRVMLS and Licensee agree as follows:

1. License Grant. Subject to the terms and conditions of this Agreement, NRVMLS hereby grants to Licensee a License to facilitate the display of Licensed Listings on Display Websites of Broker Participants and their Agent Subscribers.

This License is for the display of [**check all that apply**]: IDX Listings VOW Listings.

Broker Participant, by executing this Agreement, requests that NRVMLS grant the License to Licensee. No License will be granted to Licensee with respect to a particular Agent Subscriber's Display Website except upon execution by the applicable Agent Subscriber of an Agent Agreement. Licensee and Broker Participant each agree and acknowledge that NRVMLS may modify the terms of this Agreement at any time, in its sole discretion. NRVMLS agrees to deliver to Licensee, Broker Participant, and each Agent Subscriber notice of any modification to this Agreement. In the event any material modification to this Agreement is unacceptable to Licensee, Broker Participant, or an Agent Subscriber, Licensee or Broker Participant may terminate this Agreement in accordance with Section 24.b of this Agreement, or Agent Subscriber may cause NRVMLS to terminate this Agreement for particular Display Websites in accordance with Section 24.d of this Agreement. In the event an Agent Subscriber is no longer an Agent Subscriber of Broker Participant which accepted the terms of a Broker Agreement for that Agent Subscriber, then NRVMLS may suspend this Agreement with respect to the applicable Agent Subscriber's Display Website(s) in accordance with Section 23 of this Agreement.

2. Limitations on License. Except as expressly set forth in this Agreement, no rights are granted to Licensee to do any of the following, and Licensee 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 the MLS Database, or otherwise create any derivative works of the Licensed Listings or MLS Database, (b) download, distribute, export, deliver, or transmit

any of the Licensed Listings or the MLS Database, 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 the MLS Database, or any portion of the Licensed Listings or MLS Database, to any third party. Licensee agrees to take all reasonable steps necessary to protect the Licensed Listings and MLS Database from unauthorized access, distribution, copying or use.

3. License Fees and Payment; Expenses. In consideration for the License granted under this Agreement:

a. Licensee agrees to pay to NRVMLS a set up fee and license fee in the amount set forth on the attached Schedule A to this Agreement (collectively the "Licensee Fee"). Unless otherwise expressly provided under this Agreement, Licensee agrees to pay for any support or other services provided by NRVMLS in connection with the Licensed Listings or this Agreement, at NRVMLS' then-current hourly rates. All amounts owing for such services shall be due within ten (10) days of receipt of invoice.

b. Broker Participant agrees to pay to NRVMLS an annual non-refundable license fee per Display Website in an amount established by NRVMLS from time to time for Display Websites (the "Broker Participant License Fee"). The Broker Participant License Fee, if applicable, for the first year shall be due on the effective date of this Agreement, and for each subsequent year, thirty (30) days prior to each anniversary of the effective date of a Broker Agreement. Broker Participant agrees to pay all costs of collection of all unpaid amounts owing to NRVMLS under the Broker Agreement, including reasonable attorney's fees and costs. If Broker Participant fails to pay any Broker Participant License Fee when due, NRVMLS may, without notice, suspend and/or terminate the License for the applicable Display Websites as provided under this Agreement.

c. Interest on all unpaid amounts owing to NRVMLS under this Agreement shall accrue at the rate of fifteen percent (15%) per annum until paid. Licensee and Broker Participant each agree to pay all costs of collection of all unpaid amounts owing to NRVMLS under this Agreement, including reasonable attorney's fees and costs. In addition, Licensee and Broker Participant each agree to pay its own legal expenses, including reasonable attorney's fees, incurred by NRVMLS in negotiating or making any changes to this Agreement, or any documents or agreements in connection with this Agreement. Licensee and Broker Participant shall each be responsible for its own expenses and costs under this Agreement, and NRVMLS shall have no obligation to reimburse Licensee for any expenses or costs incurred by Licensee or Broker Participant in the exercise of its rights or the performance of its duties under this Agreement.

4. Display Servers. All Display Servers shall be owned by and under the direct control and supervision of Licensee. In the event any person or entity, except Licensee, has any control over, responsibility for, or access to the Display Server (a "Vendor"), Licensee shall enter into a written agreement with the Vendor obligating the Vendor to comply with all of the terms and conditions of the Agreement. NRVMLS shall be an express third party beneficiary of any such agreement.

5. Domain Names. The domain names for Display Websites shall be identified on the attached Schedule B to this Agreement, which domain names may be modified or changed, and additional Display Websites may be included, upon request of Broker Participant and the approval of NRVMLS. NRVMLS shall be deemed to have approved such request unless NRVMLS has given notice to Broker Participant of non-approval within thirty (30) days of the date of the request.

6. Compliance with Standards. Licensee and Broker Participant each agree to be bound by and comply with all of the terms and conditions of the Access Standards, Technology Standards, and the Display Page Standards, including maintaining the Display Websites, Display Servers, and the Display Pages in accordance with the Technology Standards and the Display Page Standards. The Access Standards, Technology Standards, and Display Page 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, Technology Standards, and Display Page Standards will govern. Licensee and Broker Participant acknowledge that NRVMLS may modify the Access Standards, Technology Standards, and Display Page Standards at any time, in its sole discretion. NRVMLS agrees to deliver to Licensee, Broker Participant, and Agent Subscriber notice of any modification to the Access Standards, Technology Standards, and Display Page Standards. In the event any material modification to the Access Standards, Technology Standards, and Display Page Standards is unacceptable to Licensee, a Broker Participant, or an Agent Subscriber, Licensee or Broker Participant may terminate this Agreement in accordance with Section 24.b of this Agreement, or Broker Participant or Agent Subscriber may cause NRVMLS to terminate this Agreement, or the display of Licensed Listings on a particular Display Website, in accordance with Section 24.d of this Agreement. Licensee shall immediately notify NRVMLS of any failure to comply with the Access Standards, Technology Standards, or Display Page Standards of which it becomes aware, 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, Licensee shall take all steps necessary, and cooperate with NRVMLS in every way requested by NRVMLS, 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 NRVMLS.

7. Means of Access to Licensed Listings. Access by Licensee to the Licensed Listings shall be exclusively through either (a) FTP Download, or (b) Framing Access, as designated by Licensee on the attached Schedule B to this Agreement, or another means determined by NRVMLS in its sole discretion, and in accordance with the Access Standards and Technology Standards. NRVMLS may, in its sole discretion and upon thirty (30) days prior written notice to Licensee, change the means and nature of accessing the Licensed Listings. The fields contained in the Licensed Listings shall be as designated on the attached Schedule B to this Agreement, or another means determined by NRVMLS in its sole discretion, and in accordance with the Rules and Regulations. NRVMLS may, in its sole discretion and upon thirty (30) days prior written notice to Licensee, change the fields available for access by Licensee. Notwithstanding the foregoing provisions, thirty (30) days prior notice shall not be required if a revision to the Rules and Regulations necessitates a change in the fields available for access by Licensee.

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

9. Intellectual Property. Licensee and Broker Participant each acknowledge and agree that the MLS Database and Licensed Listings are proprietary, original works of authorship of NRVMLS, or licensed to NRVMLS, protected under United States copyright, trademark, patent and trade secret laws of general applicability. Licensee and Broker Participant further acknowledge and agree that all right, title, and interest in and to the MLS Database and the Licensed Listings, together with all modifications, enhancements, and derivative works of the MLS Database and the Licensed Listings, including all copyright rights, are and shall remain with NRVMLS or its licensors. Notwithstanding the prohibition against modification of the MLS Database or Licensed Listings, in the event Licensee or Broker Participant make any such modification, then any modifications to the MLS Database or Licensed Listings, shall be the sole property of NRVMLS. Licensee and Broker Participant hereby assign to NRVMLS any and all modifications to the MLS Database and Licensed Listings made by it, or anyone within its control. Licensee and Broker Participant each agree to execute all documents and take all action reasonably requested by NRVMLS in connection with the assignment of rights to NRVMLS. This Agreement does not convey or grant to Licensee or Broker Participant an interest in or to the MLS Database or the Licensed Listings, but only a limited right to access 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 MLS Database or the Licensed Listings, all damages awarded and other awards and recoveries shall be the exclusive property of NRVMLS or its licensors, and all such amounts shall be paid to NRVMLS. In the event, for any reason, Licensee obtains possession or control of any such damages or awards, Licensee agrees to hold all such funds as trustee in trust for the exclusive benefit of NRVMLS. Licensee and Broker Participant each agree that it will not challenge or take any action inconsistent with NRVMLS' rights to the MLS Database or Licensed Listings.

10. Trademarks. NRVMLS grants to Licensee and Broker Participant a limited, non-exclusive, revocable license to use the trademark identified on the attached Schedule C to this Agreement as a trademark available to vendors for the purpose of identifying NRVMLS as the

source of the Licensed Listings (“NRVMLS Trademark”). Any use of the NRVMLS Trademark shall be solely for the purpose of identifying NRVMLS as the source of the Licensed Listings, used exactly in the form displayed on the attached Schedule C, and shall be used strictly in accordance with any additional terms set forth on the attached Schedule C and the terms of the Display Page Standards. The license granted under this Section 10 of this Agreement may be terminated at any time by NRVMLS, in its sole discretion, upon ten (10) days notice. Licensee and Broker Participant each agree and acknowledge that the license of the NRVMLS Trademark is made without any representations or warranties of any kind or nature. NRVMLS does not make any representations or warranties regarding title to the NRVMLS Trademark, the rights of any other persons or entities to the NRVMLS Trademark, or with regard to the enforceability of any rights to the NRVMLS Trademark. Except as provided in this Section 10 of this Agreement, no other right is granted to Licensee under this Agreement with respect to any trademarks of NRVMLS. Licensee and Broker Participant each agree that it shall not use any trademarks of NRVMLS, or any marks that are confusingly similar, assert any right, license, or interest with respect to any trademarks of NRVMLS, or represent or suggest any affiliation between itself and NRVMLS. Licensee and Broker Participant each agree that not to file any applications or assert any rights to any of NRVMLS’ trademarks in the United States, or any other country or territory.

11. No Warranties. THE LICENSE GRANTED UNDER THIS AGREEMENT, INCLUDING TO ACCESS AND DISPLAY THE LICENSED LISTINGS, IS “AS IS,” AND NRVMLS DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

12. Audit. NRVMLS may, or at its option may engage an independent third party to, audit, test, and inspect the books, records, equipment, and facilities of Licensee and Broker Participant, including each Display Server, and to perform tests of such party’s controls, systems and procedures, and of the Display Websites, as often as deemed reasonably necessary by NRVMLS, 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 Display Website, (c) using the Display Websites to initiate and execute searches, (d) using all other features and functions available on the Display Websites, and if any of the features or functions of a Display Website 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 Display Website require registration or other information, NRVMLS may input information which is not accurate in order to access the feature or function. Licensee and Broker Participant shall not attempt to block or otherwise interfere with NRVMLS’ monitoring or review of, attempts to penetrate, or access to, any Display Server or other systems and controls. Each such audit shall be performed in accordance with audit standards and procedures established by NRVMLS, in its sole discretion, and shall be performed to monitor and review (a) the adequacy of Licensee’s and Broker Participant’s internal controls; (b) the adequacy of Licensee’s and Broker Participant’s security systems and procedures; (c) Licensee’s and Broker Participant’s compliance with the Technology Standards; (d) Licensee’s and Broker Participant’s compliance with applicable laws, rules and regulations; and (e) Licensee’s and Broker Participant’s compliance with any other terms of this Agreement. The costs of such audits and tests shall be at NRVMLS’ expense, except that if at any time an audit discloses that Licensee or Broker Participant is not in full

compliance and has otherwise not met the audit standards established by NRVMLS in its sole discretion, then such party shall pay all costs of the audit, including NRVMLS' internal costs, the independent auditor costs, and other out-of-pocket expenses incurred by NRVMLS.

13. Representations and Warranties of Licensee. Licensee represents and warrants the following to NRVMLS:

a. This Agreement, when executed by Licensee, will be valid, binding and enforceable with respect to Licensee in accordance with its terms. The execution of this Agreement and/or the performance of Licensee'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 Licensee is bound.

b. The grant of the License to Licensee and the fulfillment of Licensee's obligations as contemplated under this Agreement are proper and lawful.

c. Licensee 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.

d. If Licensee is an entity or person designated by Broker Participant as an AVP for purposes of operating a VOW for Broker Participant, then Licensee agrees to abide by and be governed under the Rules and Regulations regarding a VOW. Licensee specifically acknowledges that it is subject to the Broker Participant's supervision and accountability.

e. Each Broker Participant is (i) a principal real estate Broker Participant licensed in accordance with the laws of the Commonwealth of Virginia, (ii) is a subscriber in good standing to NRVMLS' multiple listing service who has entered into a subscription agreement with NRVMLS for such services, and (iii) is an IDX Participant.

f. Each Broker Participant has accepted the terms of the Broker Agreement.

g. Each Agent Subscriber has accepted the terms of the Agent Agreement.

14. Representations and Warranties of Broker Participant. Broker Participant represents and warrants the following to NRVMLS:

a. If the Display Websites include Broker Participant's Brokerage firm's website, then such firm's website shall be under the control and direction of Broker Participant.

b. Licensee is a Vendor, as such term is defined in the Rules and Regulations. If Licensee is an entity or person designated by Broker Participant as an AVP for purposes of operating a VOW for Broker Participant, then Broker Participant acknowledges that Licensee is subject to the Broker Participant's supervision, accountability and compliance with the Rules and Regulations regarding a VOW.

c. Broker Participant is a principal real estate Broker Participant licensed in accordance with the laws of the Commonwealth of Virginia, a subscriber in good standing to

NRVMLS' multiple listing service who has entered into a subscription agreement with NRVMLS for such services, and is an IDX Participating Broker, as such term is defined in the Rules and Regulations.

d. Each of Broker Participant's Agent Subscribers for whom Licensee shall be developing a website under this Agreement, and/or who will have access to the display of Licensed Listings, is a licensed real estate Agent Subscriber of Broker Participant, each such Agent Subscriber has entered into a subscription agreement with NRVMLS for NRVMLS' multiple listing service, each such Agent Subscriber is not in default under the Rules and Regulations, each such Agent Subscriber has entered into an Agent Agreement, and each such Agent Subscriber is an IDX Agent Subscriber, as such term is defined in the Rules and Regulations.

e. Broker Participant is the principal real estate Broker Participant of each Brokerage firm for which Licensee shall be developing a website.

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 Licensee and Broker Participant shall be identified on the attached Schedule B to this Agreement, which schedule is incorporated herein by this reference. Such 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 Contract Administrator will be responsible for arranging all meetings, visits, and consultations between the parties, and for transmitting and receiving all of the materials, notices and other items required or permitted in connection with this Agreement. Each party's Technical Contact will be the point of contact for all technical issues related to or otherwise arising under this Agreement.

16. Disclaimer. Licensee and Broker Participant each acknowledge and agree that use of, access to, and the display of the Licensed Listings by Licensee do not constitute an endorsement, acceptance, or approval by NRVMLS of any display of the Licensed Listings, or the means of displaying the Licensed Listings, including the Display Websites, or the content of the Display Websites. NRVMLS expressly disclaims any responsibility for the content of the Display 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. Licensee and Broker Participant each agree at all times to develop, maintain, and display, as applicable, the Licensed Listings, the Display Websites, the Display Servers, the content of the Display Websites, and all of its 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, Licensee will not include in the content of the Display Websites any material which is illegal, immoral, unethical, or offensive.

18. Confidential Information. Licensee and Broker Participant each agree and acknowledge that in addition to any copyright and other proprietary rights, the Licensed Listings are confidential information of NRVMLS. The Licensed Listings, any non-public information delivered by or under the direction of NRVMLS or used in connection with access to the Licensed Listings, and the terms and conditions of this Agreement (collectively “Confidential Information”), shall be maintained by Licensee and Broker Participant as confidential and available exclusively for use by Licensee and Broker Participant as provided in this Agreement, and for no other purposes. Licensee and Broker Participant shall not disclose any Confidential Information to anyone, except as ordered by a court of competent jurisdiction or as otherwise required by law; provided, however, that Confidential Information shall not be disclosed pursuant to a court order or as required by law until NRVMLS has been given ten (10) days prior written notice and an opportunity to oppose such disclosure.

19. Indemnification. Licensee and Broker Participant each hereby agree to indemnify and hold harmless NRVMLS, 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 Licensee or Broker Participant of any of the terms and conditions of this Agreement, hosting of the Display Websites, and the use and display of the Licensed Listings. Licensee and Broker Participant shall further indemnify NRVMLS from and against any and all claims, demands, liabilities, and actions, including the payment of all legal expenses, including reasonable attorney’s fees and costs, based on any breach of any representation or warranty set forth in Section 13 of this Agreement. NRVMLS shall have the right to control its own defense and engage legal counsel acceptable to NRVMLS.

20. Limitation of Liability.

a. TO THE FULLEST EXTENT AVAILABLE UNDER APPLICABLE LAW, NRVMLS’S ENTIRE AND CUMULATIVE LIABILITY TO LICENSEE, BROKER PARTICIPANT 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 APPLICABLE LICENSE FEE PAID TO NRVMLS 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 20 OF THIS AGREEMENT, IN NO EVENT SHALL NRVMLS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPNRVMLS DAMAGES OR LOST PROFITS, EVEN IF NRVMLS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

b. Broker Participant consents to and waives any and all claims against NRVMLS, now existing or hereafter arising, relating to this Agreement, including the License granted to Licensee. Further, Broker Participant agrees and acknowledges that the License granted by NRVMLS under this Agreement is an accommodation to Broker Participant, and Broker Participant is unconditionally, irrevocably, and personally jointly and severally liable and responsible for the performance by Licensee of all of Licensee’s obligations under this

Agreement and the compliance with all terms and conditions of this Agreement. Specifically, Broker Participant is responsible for the display of all Licensed Listings strictly in compliance with the Rules and Regulations and this Agreement, and compliance of Broker Participant and Broker Participant's Agent Subscribers with all other agreements with NRVMLS, and with the applicable state rules and regulations regarding advertising and the display of listings. Broker Participant acknowledges its obligation to monitor the use, handling and display of Licensed Listings by Licensee and Broker Participant's Agent Subscribers for such compliance.

21. Injunction. The parties agree that a breach or violation of Sections 2, 6, 9, 10, 12, 17, 18 and 22 of this Agreement will result in immediate and irreparable injury and harm to NRVMLS. In such event, NRVMLS 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 NRVMLS may have, including, without limitation, the right to seek monetary damages.

22. Proprietary and Other Notices. Licensee and Broker Participant each agree 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 NRVMLS. Licensee and Broker Participant each agree to provide notice to any person with access to the display of the Licensed Listings or any portion thereof, that the source of the Licensed Listings is NRVMLS, and the Licensed Listings are confidential information of NRVMLS. Specifically, without limitation, such notices shall be displayed on the Display Pages in a reasonably conspicuous manner.

23. License Suspension. NRVMLS may, at its option and without prior notice to Licensee, immediately suspend the License, including access to or display of the Licensed Listings, or the display of the Licensed Listings on any particular Display Website for a period of up to thirty (30) days upon the occurrence of any default by Licensee, or the occurrence of any event which NRVMLS believes may constitute a default, under this Agreement, including any violation of or noncompliance with the Access Standards, Technology Standards, or the Display Page Standards, or failure by Licensee, or Broker Participant, Agent Subscriber, or Brokerage firm to pay any Licensee Fees or Broker Participant License Fees, as applicable, owing to NRVMLS under this Agreement. NRVMLS shall provide Licensee with written notice of suspension of the License within three (3) days following the first day of suspension. In addition, NRVMLS may, at its option, immediately suspend the License with respect to any particular Display Website (a) upon the occurrence of any default by Broker Participant or the respective Agent Subscriber, or default under an Agent Agreement, the Rules and Regulations, or any other agreement with NRVMLS, including failure to pay any fees owing to NRVMLS when due, or (b) if, at any time, Broker Participant or the Broker Participant of the respective Agent Subscriber is not an IDX Subscriber. Nothing under this Section 23 of this Agreement shall be construed as requiring NRVMLS 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 (1st) anniversary of the Effective Date, and shall automatically renew for additional one (1) year terms thereafter unless a party gives written notice to the other parties of non-renewal at least thirty (30) days prior to the expiration of the then-current term.

b. Licensee may terminate this Agreement at any time prior to the expiration of the initial term or any renewal term by delivering to NRVMLS prior notice of termination.

c. NRVMLS may terminate this Agreement at any time after NRVMLS has given ten (10) days notice to Licensee or Broker Participant of any of the following defaults, and such defaults have not been cured within such ten (10) day period; provided, however, that if, in the reasonable discretion of NRVMLS, the default by Licensee or Broker Participant could result in irreparable harm to NRVMLS, NRVMLS may terminate this Agreement without prior written notice, if notice of such termination is delivered to Licensee and Broker Participant within ten (10) days of termination by NRVMLS:

i. Failure to pay any amounts owing to NRVMLS under this Agreement when due.

ii. Disclosing or using in any manner not expressly permitted under this Agreement any Confidential Information, except as expressly provided in this Agreement.

iii. The License is suspended pursuant to Section 23 of this Agreement, and Licensee fails to cure the reason for suspension within the thirty (30) day suspension period provided under Section 23 of this Agreement.

iv. Licensee or Broker Participant otherwise defaults under any other term or condition of this Agreement.

d. NRVMLS may terminate the License with respect to particular Display Website(s) of Broker Participant or Agent Subscriber at any time upon notice to Licensee and Broker Participant and (A) upon the occurrence of any default by such Broker Participant or Agent Subscriber under any this Agreement, or the applicable Agent Agreement, the Rules and Regulations, or any other agreement entered into with NRVMLS, (B) if, at any time, Broker Participant or such Agent Subscriber is not an IDX Subscriber, or (C) upon delivery of notice by such Broker Participant or Agent Subscriber to NRVMLS that the Agreement should be terminated with respect to the Display Websites of Broker Participant or such Agent Subscriber, for any reason, including Broker Participant's or Agent Subscriber's unwillingness to accept a material modification to this Agreement or Agent Agreement, as applicable, so long as such notice is delivered to NRVMLS no later than thirty (30) days after notice of the material modification is given to the applicable Broker Participant or Agent Subscriber. Upon termination of the License for a particular Broker Participant's or Agent Subscriber's Display Websites in accordance with this Section 24.d of this Agreement, the terms of Sections 24.e and 24.f of this Agreement shall apply with respect to the Display Websites for which this Agreement is terminated.

e. Upon the termination of this Agreement, for any reason, the License, and any other license granted under this Agreement, shall terminate and Licensee shall within ten (10) business days of the date of termination, (a) 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 (b) terminate the use and display of any Licensed Listings on Display Pages or elsewhere, and (c) deliver to NRVMLS written certification acceptable to NRVMLS of Licensee's compliance with the provisions of this Section 24.e of this Agreement.

f. No Licensee Fees or Broker Participant License Fee, or portion thereof, or other fees payable by Licensee or Broker Participant under this Agreement will be refunded to Licensee or Broker Participant, as applicable, upon termination of this Agreement for any reason, whether termination is by Licensee, Broker Participant or NRVMLS.

25. General.

a. Governing Law; Submission to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. Licensee and Broker Participant each acknowledge that by entering into this Agreement, it has transacted business in the Commonwealth of Virginia. Licensee and Broker Participant each hereby voluntarily submit and consent to, and waive any defense to, the jurisdiction of courts located in the Commonwealth of Virginia 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 be in writing and shall be 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 following addresses:

If to NRVMLS:

New River Valley Multiple Listing Service, Inc.
125 Ponderosa Drive
Christiansburg, Virginia 24073
Attention: William Haithcock, CEO

If to Licensee, at the address for notices provided on the attached Schedule B to this Agreement.

If to Broker Participant, at the address for notices provided on the attached Schedule B to this Agreement.

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 a party to this Agreement against the other party(ies) 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 or among NRVMLS, Broker Participant and Licensee. Each party shall be responsible for the wages, hours, and conditions of employment of its personnel during the term of this Agreement. Nothing in this Agreement shall be construed as implying that employees of one party are employees of another party.

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 any party of, or the failure of any 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. Licensee and Broker Participant each agree that it will not assign or delegate, license, or otherwise transfer this Agreement, any licenses granted under this Agreement, or any of its rights or obligations under this Agreement.

h. Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of NRVMLS, Broker Participant and Licensee, and is not intended to benefit any third party, including any Agent Subscriber, Brokerage firm, or users of the Display 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 and addendums attached to this Agreement, which schedules and addendums are incorporated into this Agreement by this reference. This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement. This Agreement supersedes any contemporaneous or prior proposal, representation, agreement, or understanding between the parties; provided that as between NRVMLS and Broker Participant and in the event of any inconsistency between the terms of this Agreement and the terms of Rules and Regulations, the Rules and Regulations will govern. This Agreement may not be amended except in writing signed by the parties.

j. Survival. The provisions of Sections 2, 3.c, 7, 9, 11, 16, 18, 19, 20, 21, 24.e, 24.f, 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 NRVMLS from time-to-time. A copy of the current version of the Access Standards is attached as Schedule D to this Agreement. The then-current Access Standards are incorporated into this Agreement by this reference.

b. Agent Agreement means the agreement provided by NRVMLS, in a form acceptable to NRVMLS, in its sole discretion, and to be executed by an Agent Subscriber in connection with the granting of a License to Licensee. The Agent Agreement is incorporated into this Agreement by this reference.

c. Agent Subscriber means each real estate Agent Subscriber that is affiliated with Broker Participant, who is a subscriber to NRVMLS' multiple listing service, and who requests that NRVMLS grant to Licensee a License to facilitate the display of applicable Licensed Listings on Agent Subscriber's Display Website, and Agent Subscriber has executed the Agent Agreement.

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

e. AVP means an Affiliated VOW Partner who has been designated by the Broker Participant to operate a VOW on behalf of the Broker Participant, subject to the Broker Participant's supervision, accountability and compliance with the Rules and Regulations regarding a VOW.

f. Broker Participant means the principal real estate broker who is a participant in NRVMLS' multiple listing service, and is a party to this Agreement to facilitate the display of applicable Licensed Listings on Broker Participant's Display Website, the Display Website of its brokerage firm, or any of Broker Participant's Agent Subscribers' Display Websites (IDX Listings only).

g. Broker Participant License Fee had the meaning set forth in Section 3.b.

h. Confidential Information has the meaning set forth in Section 18 of this Agreement.

i. Contract Administrator has the meaning set forth in Section 14 of this Agreement.

j. Contract Year means a one (1) year period commencing on the Effective Date and each anniversary of the Effective Date.

k. NRVMLS' Server means the computer server or servers, including both hardware and software, maintained by NRVMLS or its vendors which provides or provide the means for Licensee to access the Licensed Listings.

l. NRVMLS Trademark has the meaning set forth in Section 10 of this Agreement.

m. Display Pages means web pages which comply with the Display Page Standards.

n. Display Page Standards means the standards for pages on which Licensed Listings are displayed, which standards are established and amended by NRVMLS from time-to-time and set forth in the Rules and Regulations.

o. Display Server means all of the computer hardware and software, commonly referred to as a server, which generate the Display Pages for the respective Display Websites, and make them available through the Internet.

p. Display Website means each Internet website established for a Broker Participant, Broker Participant's Brokerage firm, or Agent Subscriber located at and with the domain name identified for the Display Website in the applicable Broker Agreement, which domain name must be acceptable to NRVMLS.

q. Effective Date means the date identified as the effective date on the signature page of this Agreement.

r. Framing Access means the display of the Licensed Listings with framing technology as provided by NRVMLS in its sole discretion.

s. FTP Download means download of Licensed Listings through NRVMLS' Server via file transfer protocol (FTP).

t. IDX Listings means collectively the compilations of current, active real estate listings and other data and information maintained by NRVMLS and designated by NRVMLS or its broker participants as IDX Listings.

u. IDX Subscriber has the meaning set forth in the Display Page Standards.

v. License means a non-exclusive, non-transferable license to access and display the Licensed Listings only on Display Pages which are generated by Display Servers, and displayed on Display Websites, and no other websites or media, in accordance with the limitations and other terms and conditions of this Agreement.

w. Licensee Fee has the meaning set forth in Section 3 of this Agreement.

x. Licensed Listings means collectively the IDX Listings and the VOW Listings, consisting of data provided by NRVMLS in the fields identified by NRVMLS from time to time, in its sole discretion, for such IDX Listings and VOW Listings.

y. MLS Database means collectively the compilations of current real estate listing information, historical and statistical information, photographs, digital images and other data and information aggregated by NRVMLS regarding real estate properties for sale or lease (or previously listed for sale or lease) by broker participants of NRVMLS, and distributed to such broker participants.

z. Rules and Regulations means the Rules and Regulations of New River Valley Multiple Listing Service, Inc., as amended by NRVMLS from time-to-time.

aa. Technical Contact has the meaning set forth in Section 14 of this Agreement.

bb. Technology Standards means the standards for maintaining technology used in connection with the access to and use of the Licensed Listings as established by NRVMLS. A copy of the current version of the Technology Standards is attached as Schedule E to this Agreement. The then-current Technology Standards are incorporated into this Agreement by this reference.

cc. Vendor has the meaning set forth in Section 4 of this Agreement.

dd. VOW means a virtual office website through which Broker Participant is capable of providing real estate brokerage services to consumers with whom the Broker Participant has first established a broker-consumer relationship where the consumer has the opportunity to search VOW Listings, subject to the Broker Participant's oversight, supervision and accountability.

ee. VOW Listings means collectively the compilations of current, active real estate listings and other data and information maintained by NRVMLS and designated by NRVMLS or its broker participants as VOW Listings.

Dated effective _____, _____, 2017.

New River Valley Multiple Listing Service, Inc.

By _____
William Haithcock, CEO

LICENSEE

[Name of Company]

By (signature): _____

Printed Name: _____

Title: _____

BROKER PARTICIPANT

[Printed name]

Signature

SCHEDULE A

License Fee

(See Section 3 of the Agreement)

[Check applicable box]:

- Framing access only -- no set up fee and no annual license fee.

- FTP/RETS download for agent website -- set up fee is \$350.00, plus any fees incurred by NRVMLS or charged by its vendor to setup the download feed, payable upon execution of this Agreement by Licensee. Thereafter, the annual license fee to maintain the feed shall be \$150.00 per year, payable January 1st; provided however, that NRVMLS retains the right to modify the amount of the license fee upon thirty (30) days written notice prior to January 1st. If the license fee is increased, the Licensee and Broker Participant shall have the right to terminate this Agreement within ten (10) days notice of any fee increase.

- FTP/RETS download for office website -- set up fee is \$500.00, plus any fees incurred by NRVMLS or charged by its vendor to setup the download feed, payable upon execution of this Agreement by Licensee. Thereafter, the annual license fee to maintain the feed shall be \$350.00 per year, payable on January 1st; provided however, that NRVMLS retains the right to modify the amount of the license fee upon thirty (30) days written notice prior to January 1st. If the license fee is increased, the Licensee and Broker Participant shall have the right to terminate this Agreement within ten (10) days notice of any fee increase.

If requested by the Broker Participant, NRVMLS will obtain a quote from the MLS vendor for any MLS vendor fees to setup the download feed which will be the responsibility of the Broker Participant. If the quote exceeds the amount that Broker Participant is willing to pay for such feed, then Broker Participant may, prior to acceptance of the quote, terminate this Agreement by written notice to NRVMLS.

SCHEDULE B

In connection with the Agreement, Licensee must provide the following information:

Designated Means of Access (See Section 7 of the Agreement)

- FTP Download Framing Access

Contract Administrator (See Section 14 of the Agreement):

Licensee	Broker Participant
Name: _____	Name: _____
Title: _____	Title: _____
Address: _____	Address: _____
_____	_____
Telephone: _____	Telephone: _____
Email: _____	Email: _____

Technical Contact (See Section 14 of the Agreement):

Licensee	Broker Participant
Name: _____	Name: _____
Title: _____	Title: _____
Address (if different from above):	Address (if different from above):
_____	_____
_____	_____
Telephone: _____	Telephone: _____
Email: _____	Email: _____

SCHEDULE C
NRVMLS Trademarks

NRVMLS
NRVAR MLS
NRVMLS MULTIPLE LISTING SERVICE

SCHEDULE D

Access Standards

1. Definitions. Terms not otherwise defined in these Access Standards (“Access Standards”) shall have the meanings set forth in this Agreement entered into between NRVMLS and the Licensee.

2. FTP Download. The following Access Standards (“Access Standards”) apply only if Licensee’s means of access to Licensed Listings is through FTP Download as designated on Schedule B of the Agreement.

a. License Grant. In addition to the License granted to Licensee under the Agreement, NRVMLS hereby grants to Licensee a license to download the Licensed Listings exclusively through FTP 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 Licensee under this Section a of these Access Standards shall automatically terminate.

b. Change of Means of Access; Photographs. NRVMLS may, in its sole discretion and upon thirty (30) days prior written notice to Licensee, 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, NRVMLS may change the applicable table structures at any time after fifteen (15) days notice to Licensee. The download of and access to photographs will be by providing to Licensee 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 NRVMLS’ Server, or (b) a compressed file containing the actual photographs.

c. Access Standards. NRVMLS will create an updated file of the Licensed Listings and photographs at least one (1) time every twenty-four (24) hours. Licensee may download the Licensed Listings no more frequently than one (1) time every twelve (12) hours if connecting to NRVMLS’ ftp server. Licensee’s initial download of the Licensed Listings shall be a full download. After the initial download, Licensee’s downloads of the Licensed Listings may be full or incremental as determined by NRVMLS in its sole discretion.

3. Framing Access. The following Access Standards apply only if Licensee’s means of access to Licensed Listings is through Framing Access as designated on Schedule B of the Agreement:

a. None.

SCHEDULE E

Technology Standards

Licensee 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, (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.

Sub-Lease and License Agreement

This Sub-Lease/License and Lease Agreement ("Agreement") is entered into on _____, 20____, by and between the **New River Association of REALTORS, Inc.** ("Organization"), and _____ ("Keyholder"), and _____ ("Broker"), (Broker is a required party if Keyholder is a real estate agent, otherwise insert "n/a" for Broker).

DisplayKEY (Serial # _____) or **eKEY Basic Software** (Serial # _____).

Number of iBoxes leased _____

Keyholder, Broker (if applicable) and Organization agree as follows:

1. LICENSE AND LEASE

a. **DisplayKEY.** If Keyholder has selected the DisplayKEY and the DisplayKEY Cradle (collectively the "DisplayKEY"), Organization leases to Keyholder, and Keyholder leases from Organization, the DisplayKEY (which may be new or refurbished). In addition, Organization grants to Keyholder (i) a limited non-exclusive, non-transferable, revocable sub-license to use the network, the use of which Organization licenses from UTC Fire & Security Americas Corporation, Inc. ("UTCFS"), which is necessary for the use and operation of the DisplayKEY (the "Network") for the Term (as defined in Section 3 below) and (ii) a limited, non-exclusive, nontransferable, revocable sub-license to use the software Organization licenses from UTCFS (the "Software") for the Term. The equipment and software incorporated in the DisplayKEY enable the Keyholder to obtain a current update code for the DisplayKEY; to open and perform other iBox functions with the DisplayKEY; and to upload property-showing data with the DisplayKEY.

b. **eKEY Basic Software.** If Keyholder has selected the eKEY Basic Software (the "eKEY"), Organization grants to Keyholder, a limited non-exclusive, non-transferable, revocable sub-license for the Term to use such software. In addition, Organization grants to Keyholder a limited non-exclusive, non-transferable, revocable sub-license to use the Network, the use of which Organization licenses from UTCFS, which is necessary for the use and operation of the eKEY for the Term. The eKEY enables Keyholder to obtain a current update code for the eKEY; to open and perform other iBox functions with the eKEY; and to upload property showing data with the eKEY. The eKEY Basic Software is used with certain electronic devices including certain cellular telephones ("Phone") approved by UTCFS. During the Term, UTCFS may in its sole discretion approve additional Phones. UTCFS does not provide any warranty of the performance of such Phones.

c. **iBoxes.** If Broker has leased iBoxes, Organization leases to Broker for the Term, and Broker agrees to lease, iBoxes. The iBoxes are identified by serial numbers to be assigned to Broker's firm by Organization. In addition, Organization grants to Broker and Keyholder (i) a limited non-exclusive, non-transferable, revocable sub-license to use the Network, which is necessary for the use and operation of the iBoxes for the Term and (ii) a limited, non-exclusive, nontransferable, revocable sub-license to use the software Organization licenses from UTCFS for the Term.

2. SERVICE

a. The software incorporated in the DisplayKEYs, eKEY Basic Software, iBoxes (if applicable), Network, and eSYNC Software (collectively, "Software"); the equipment incorporated in the DisplayKEYs and iBoxes (if applicable), (collectively, "Equipment"); Network; and KIM Database are collectively, "Service." The Service is more fully described in the applicable User's Guide, which will be provided to Keyholder in conjunction with the Software and is incorporated herein by reference.

b. Keyholder understands that, in order to make the Service available to Keyholder, Organization and UTCFS entered into a Master Agreement that provides the terms under which UTCFS will provide the Service to Organization. **Keyholder understands that, if the Master Agreement is terminated for any reason during the Term of this Agreement, the Service will no longer be available to Keyholder and this Agreement will terminate in accordance with Section 13 below. Keyholder agrees that, under the terms of the Master Agreement, Organization may elect a different Service or choose to upgrade the Service at any time during the Term of this Agreement, which may result in an increase of the System Fee (as defined in Section 5(a) below) and/or the termination of this Agreement.** Except as the rights and obligations of Keyholder and Organization under this Agreement may be affected as described in the two preceding sentences, the rights and obligations between Keyholder and Organization with respect to the Service are governed solely by the terms and conditions of this Agreement. Keyholder understands that failure of Organization to perform its obligations under the Master Agreement may detrimentally affect Keyholder's use of the Service.

c. In the Master Agreement, UTCFS has reserved the right to discontinue any item of Equipment used in connection with the Service upon the provision of one (1) year prior written notice to Organization. If UTCFS discontinues any item of Equipment, the Equipment leased hereunder shall continue to be completely compatible with and shall function with the Service. If the Equipment leased is lost, destroyed or damaged, Organization may replace that Equipment with refurbished Equipment ("Replacement"), which shall be completely compatible with and shall function with the Service, and shall offer the same level of functionality as the Equipment currently offered.

d. Keyholder agrees to comply with the Rules and Regulations relating to the use of the Service which are set forth in the User's Guide and the Rules and Regulations of Organization and/or its MLS system. By executing this Agreement, Keyholder agrees to maintain the security of the personal identification number of each piece of Equipment to prevent the use of the Equipment by unauthorized persons.

3. TERM This Agreement shall commence on the date set forth above and have a term ("Term") until January 1, 2019, unless terminated earlier pursuant to the provisions of this Agreement. The Term shall thereafter automatically renew for successive terms of one year each unless terminated by either party pursuant to the provisions of Section 13.

4. OBLIGATIONS/ACKNOWLEDGEMENTS OF BROKER AND KEYHOLDER

a. **Broker and Keyholder acknowledge that the DisplayKEY is leased to the Keyholder and the iBoxes are leased to Broker and that the Broker and Keyholder have no ownership in said Equipment. Broker and Keyholder are responsible for return of the Equipment to Organization at the expiration or termination of this Agreement as set forth in Section 7.**

b. If Keyholder is not a member of Organization, Keyholder shall nevertheless be bound by the terms and conditions of this Agreement, but any references in this Agreement to real estate licensees, Broker or the Bylaws of Organization shall be inapplicable.

c. Broker and Keyholder covenant and agree to abide by the obligations and procedures set forth in Schedule B attached hereto. At the option of Organization, failure to abide by obligations and procedures shall be deemed a default of this Agreement.

5. PAYMENTS

a. During the term of this Agreement, Broker and Keyholder shall pay to Organization the fees for the setup and use of the Service and Equipment, plus applicable tax ("System Fee") as set forth on Schedule A attached hereto. Keyholder also agrees to pay any deposits set forth in Schedule A.

b. Broker and Keyholder acknowledges that failure to pay the System Fee to Organization may result in disciplinary action against Broker and/or Keyholder (including suspension of membership) pursuant to Article X of the Bylaws of the Organization.

c. The Organization reserves the right to: (i) adjust or increase the System Fee and deposit periodically, (ii) charge a setup and/or key activation fee, (iii) charge a late fee for any System Fee that is not paid as directed by the Organization, and (iv) charge a fee for any payment that is returned unpaid or for insufficient funds or credit.

d. Except as otherwise provided herein, Broker's and Keyholder's obligation to make payments to Organization shall be absolute, unconditional, noncancelable and independent and shall not be subject to any setoff, claim or defense for any reason, including any claims Broker and Keyholder may have relating to performance or for loss or damage of or to the Service or the Equipment or any replacements.

6. TITLE AND USE The Service, including all its components, and the Equipment, are and shall at all times remain the property of UTCFS. All additions and upgrades to the Software shall become part of the Software and shall, without further act, become the property of UTCFS. The Software and all applicable rights in patents, copyrights, trade secrets, and trademarks, are and shall at all times remain the property of UTCFS. Notwithstanding the foregoing, pursuant to the terms of the Master Agreement, title to the iBoxes shall transfer to the Organization at the expiration of the Term.

7. RISK OF LOSS; RETURN OF EQUIPMENT; AUDIT

a. No loss, damage or destruction to the Equipment shall relieve Broker and/or Keyholder of any obligation under this Agreement, except to the extent any such loss, damage or destruction is directly caused by Organization. The cost for replacing any Equipment that is lost and the damages to be paid by Broker and/or Keyholder for failing to return the Equipment upon expiration or termination of this Agreement is as follows: (i) DisplayKEY - \$300.00 for the first DisplayKEY and \$450.00 for each subsequent DisplayKEY; (ii) DisplayKEY Cradle - \$99.00; and (iii) iBox - \$120.00. Replacements may be refurbished Equipment. Broker and Keyholder shall be solely responsible for the repair or replacement costs of any damaged Equipment, except for damage directly caused by Organization.

b. Broker grants Keyholder the authority to return lockboxes and lease new iBoxes on Broker's behalf pursuant to the terms of this Agreement. In such event, Broker and Keyholder shall be assigned the new iBoxes by Organization with specific serial numbers for the new iBoxes. After the initial lockbox exchange in January 2012, Keyholder may lease more iBoxes on Broker's behalf with Broker's written consent at any time during the term of this Agreement.

c. At the expiration or termination of this Agreement (whichever occurs first), Keyholder, at Keyholder's expense and risk, shall immediately return or cause the return to Organization to such location as Organization shall specify, the DisplayKEY, iBoxes and all Software and any components included within the Service that have been leased or licensed to Keyholder pursuant to this Agreement. The DisplayKEY, iBoxes and components used in connection with the Service shall be returned in good condition, repair and working order, ordinary wear and tear excepted. Regarding the initial RISCO lockbox exchange for new iBoxes, if Keyholder returns RISCO lockboxes whose serial numbers were not assigned to Broker's firm, then Broker shall either: (i) pay to Organization the sum of \$1.50 per month for each RISCO lockbox not assigned to Broker's firm through the expiration of the Term, or (ii) return the iBoxes and avoid such charge.

d. Organization reserves the right to inspect the DisplayKEY and iBoxes at any reasonable time upon 72 hours prior notice. Further, there may be an annual audit of all DisplayKEYs and iBoxes, which may be satisfied by a physical inventory performed at the Organization's headquarters or by receipt of a statement signed by the Broker and Keyholder (if applicable) indicating the physical possession or control of the DisplayKEY and iBoxes subject to this Agreement. If, at any time, a DisplayKEY and/or iBoxes are unaccounted for or if Keyholder refuses or is unable to demonstrate physical possession or control of the DisplayKEY and/or iBoxes, then such Equipment will be deemed lost for purposes of this Agreement.

8. REPRESENTATIONS AND COVENANTS Keyholder covenants and agrees:

a. If Keyholder misuses the Service or any component thereof, including without limitation, use of the Service in violation of the User's Guide, and a third party brings an action against Organization and/or UTCFS relating to such misuse, Keyholder agrees to indemnify, defend and hold harmless Organization and/or UTCFS, and their respective directors, officers, agents, representatives, employees, successors and assigns, from and against any and all claims, demands, actions, losses, damages, injuries, obligations, liabilities and costs and expenses of every kind or nature (including reasonable attorneys' fees, whether incurred at the trial or appellate level, in an arbitration proceeding, in bankruptcy, including without limitation, any adversary proceeding, contested matter or motion or otherwise) incurred by Organization and/or UTCFS in such proceeding.

b. **That neither Organization nor UTCFS shall be liable for any compensatory, indirect, incidental, consequential, punitive, reliance or special damages, including, without limitation, damages for lost profits, advantage, savings or revenues of any kind or increased cost of operations, arising out of the use or inability to use the Service for any purpose whatsoever whether or not Keyholder has been advised of the possibility of such damages.**

c. That Keyholder will not (i) use or gain access to the source code for the Software; (ii) alter, reproduce, modify, adapt, translate, reverse engineer, de-compile, disassemble or prepare derivative works based upon the Software; or (iii) provide or otherwise make available the Software or any part or copies thereof to any third party.

d. To provide Organization and UTCFS with written notice of any legal proceeding or arbitration in which Keyholder is named as a defendant and that alleges defects in the Equipment within five (5) days after Keyholder receives written notice of such action.

The obligations set forth in this Section shall survive termination of this Agreement.

9. DEFAULT

a. Each of the following events shall be an Event of Default by Broker and/or Keyholder under this Agreement:

i. Broker and/or Keyholder's failure to pay, for any reason, any amount required under this Agreement within fifteen (15) days after the date that such payment is due;

ii. Broker and/or Keyholder's failure to adhere to the terms and conditions of this Agreement;

iii. The commencement of either an involuntary or voluntary action under any bankruptcy, insolvency or other similar law of the United States of America or any state thereof or of any other country or jurisdiction with respect to Broker and/or Keyholder; provided, however, that the commencement of any involuntary case or proceeding will not be an Event of Default under this Agreement if such case or proceeding is dismissed within sixty (60) days after it was commenced; or

iv. If Keyholder is a real estate licensee, the failure of Keyholder to remain a member in good standing with Organization.

v. The failure of Broker to remain a member in good standing with Organization.

10. RIGHTS AND REMEDIES

a. Upon the occurrence of an Event of Default by Broker and/or Keyholder, Organization may, at its sole option and without limitation or election as to other remedies available under this Agreement or at law or in equity, exercise one or more of the following remedies:

i. Terminate this Agreement and demand the return of any Equipment and Software to Organization;

ii. Terminate one or both of Broker and Keyholder's sub-licenses to use the Network and to use the Software;

iii. Direct UTCFS to deactivate Broker and/or Keyholder's access to the Service or any component of the Service;

iv. Bill the Broker and/or Keyholder for any outstanding amounts owed under this Agreement, including any applicable liquidated damages for the failure to return the Equipment; and/or

v. Take any and all actions necessary to enforce the terms of this Agreement or to collect all amounts currently due and owing under

this Agreement, including any and all costs and expenses of every kind or nature (including reasonable attorneys' fees, whether incurred at the trial or appellate level, in an arbitration proceeding, or in bankruptcy, including any adversary proceeding, contested matter or motion, or otherwise) incurred by Organization in connection with the exercise of its rights and remedies under this Agreement.

b. If Organization deactivates the Service because of a default by Broker and/or Keyholder under this Agreement, but does not otherwise terminate this Agreement, Broker and/or Keyholder will be entitled to seek to have the Service reactivated. In order to so, Broker and/or Keyholder shall be required to cure any and all existing defaults, and to pay any and all outstanding amounts owed under this Agreement and the reasonable costs and attorneys' fees incurred by Organization in connection with collecting under this Agreement. After confirmation of the curing of such defaults and the receipt of payment of such amounts, Organization shall direct UTCFS to reactivate the Equipment within twenty-four (24) hours.

c. In the event that Organization institutes any action for the collection of amounts due and payable hereunder, Keyholder shall pay, in addition to the amounts due and payable under this Agreement, all reasonable costs and attorneys fees incurred by Organization in connection with collecting under this Agreement. Keyholder expressly waives all rights to possession or use of the Service or the Equipment or any component thereof after the occurrence of an Event of Default, and waives all claims or losses caused by or related to any repossession or termination of use.

d. Organization's failure or delay in exercising any right or remedy under this Agreement shall not operate as a waiver thereof or of any subsequent breach or of such right or remedy. Organization's rights and remedies are cumulative, not exclusive, and no exercise of any remedy shall preclude the exercise of another remedy.

11. ARBITRATION; LITIGATION Any controversy or claim arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association or such other rules as may be agreed to by the parties. The arbitration shall be conducted in a location mutually agreed to by the parties. If the parties, following good-faith diligent efforts, fail to agree on the location of the arbitration within thirty (30) days after either party requests arbitration, the arbitration shall be conducted in Christiansburg, Virginia; provided that either party shall be entitled to participate in such arbitration by video conference or teleconference. The substantially prevailing party in any arbitration under this Agreement shall be entitled to recover from the other as part of the arbitration award reasonable costs and attorney's fees. Any arbitration award may be enforced by a court of competent jurisdiction in accordance with applicable law. In the event that legal action to enforce the arbitration award is necessary, the substantially prevailing party shall be entitled to recover its reasonable costs and attorney's fees in such action or any appeals.

12. NOTICES All notices hereunder shall be sent by (i) hand-delivery, (ii) facsimile, (iii) certified mail, return receipt requested, postage prepaid, or (iv) overnight delivery service, to the party being notified at its address set forth in the signature block of this Agreement, or to such other address as a party shall subsequently specify to the other party in writing. Notices shall be deemed to have been delivered when received, if hand-delivered or sent by facsimile or certified mail, three (3) days after the day deposited in the mail; or one (1) day after the day deposited with an overnight delivery service.

13. TERMINATION

a. Keyholder may terminate this Agreement at any time by returning the Equipment and Software to Organization and paying Organization any amounts owing prior to such termination, including (i) any applicable damages for the failure to return the Equipment and Software as set forth in Section 7(a) hereof, and (ii) any System Fees owing prior to such termination which remain unpaid. Upon termination, System Fees that would have become owing after the date of termination of this Agreement are released and discharged by Organization.

b. Organization may terminate this Agreement upon termination of the Master Agreement for any reason, including without limitation, a default by Organization under the Master Agreement or an upgrade of the Service by Organization. Upon termination, Keyholder shall be obligated to satisfy the obligations in Section 13(a).

c. In the event that Keyholder fails to return all Equipment leased to Keyholder upon expiration or termination of this Agreement, Keyholder acknowledges that it is impractical and difficult to assess actual damages to Organization, and therefore agrees to pay to Organization, as liquidated damages for such failure to return the Equipment, the amount set forth in Section 7(a).

d. In addition, Keyholder shall not be entitled to any refund of any unused portion of the System Fee for use of the Service previously paid.

14. WARRANTY The Equipment and Software are warranted by UTCFS against defects in workmanship and/or materials, to be fit for the intended purpose and to conform in all material respects to its written specifications for the term of the Agreement. UTCFS shall, without charge, repair or replace such defective or nonconforming component for the term of the Agreement. Keyholder must return any defective system component under warranty to Organization at Keyholder's sole cost and expense and Organization shall provide all repaired or replacement Equipment to Keyholder. This warranty does not extend to any damage caused by accident, abuse, neglect or misuse of system components. Keyholder agrees to cooperate with Organization and UTCFS by performing diagnostic tests provided to Keyholder when Keyholder initially seeks warranty service.

15. GENERAL PROVISIONS

a. This Agreement constitutes the entire agreement between Organization and Keyholder relating to the Agreement of Equipment and use of the Service.

b. Provided that Keyholder has returned to Organization all keys previously leased by Organization to Keyholder, all prior leases between Organization and Keyholder for such keys are terminated effective as of the parties' execution of this Agreement.

c. This Agreement shall be effective and binding when fully executed by all parties. This Agreement may be executed in a number of counterparts, each of which will be deemed an original and when taken together shall constitute one agreement.

d. This Agreement shall be amended only by a written agreement signed by the parties.

e. Any waiver or consent by any party to any breach by the other, whether express or implied, shall not constitute a consent to or waiver of any other or subsequent breach.

f. All agreements, representations and warranties contained in this Agreement shall survive the expiration or other termination of this Agreement.

g. If any provision of this Agreement is unenforceable, such unenforceability shall not affect the enforceability of the remaining provisions of this Agreement.

h. This Agreement shall be governed by the laws of the Commonwealth of Virginia.

i. This Agreement shall be binding upon and inure to the benefit of Organization, and its successors and assigns, and Keyholder and its permitted successors and assigns.

16. BROKER GUARANTEE By executing this Agreement, Broker unconditionally guarantees the payment of all sums due and payable under this Agreement to Organization by Keyholder and agrees to be bound by every provision, and by all amendments, modifications or substitutions hereto, including without limitation, the return of Keyholder's Equipment to Organization upon expiration or termination of this Agreement. This is a guarantee of payment and not merely of collection. No delay by Organization in exercising its rights against Keyholder shall in any way impair or waive its rights against the Broker.

17. ACKNOWLEDGEMENT Keyholder agrees that neither the Service, nor another UTCFS product used in connection with the Service (including the Equipment, is a security system. The Service is a marketing convenience key-control system, and as such, any loss of

Equipment or disclosure of personal identification numbers compromises the integrity of the Service, and Keyholder agrees to use her or his best efforts to ensure the confidentiality and integrity of all components of the Service.

IN WITNESS WHEREOF, the parties have caused this to be duly executed as of the date set forth in the preamble.

KEYHOLDER:

By: _____
Signature

Print name: _____

Company Name: _____

Street: _____

City, State, Zip: _____

e-mail address: _____

Phone number: _____

BROKER:

By: _____
Signature

Print name: _____

Company Name: _____

ORGANIZATION:

By: _____
Signature

Title: _____

SCHEDULE A

System Fee:

Responsible Party:	Frequency:	Amount:	Purpose:	Prorated:
Keyholder—Agent	Annually	\$90.00	Annual Key Fee	Yes
Broker*	Quarterly	\$40 per key assigned to Agent	Quarterly Key Fee	No
Keyholder—Non-Member	Annually	\$127.50	Annual Key Fee	Yes
Keyholder—Non-Member	Quarterly	\$40 per key	Quarterly Key Fee	No
Agent or Non-Member	One Time	\$125 per key	Setup Fee	No
Broker*	Quarterly	\$1.50 per month per iBox	iBox rental	Yes

* Organization shall bill Broker for the System Fee applicable to Agent. It is the responsibility of Broker to seek reimbursement from Agent, if applicable.

DisplayKEY and iBox Deposit:

The DisplayKEY and iBox Deposit is \$150.00 for a Keyholder who is a member of Organization and \$300.00 for a Keyholder who is a non-member, and is due and payable upon execution of this Agreement, provided however, no DisplayKEY and iBox Deposit is due if Organization already holds a security deposit in the identical amount for the previous lockbox system. Upon return of the DisplayKEY and iBoxes in good condition and if Keyholder has leased the DisplayKEY and iBoxes for three (3) years, then the entire deposit shall be refunded to Keyholder, less any outstanding amounts due to Organization under this Agreement. If Keyholder has leased the DisplayKEY and iBoxes for less than three (3) years, then sixty percent (60%) of the deposit shall be refunded to Keyholder, less any outstanding amounts due to Organization under this Agreement.

SCHEDULE B

Obligations and procedures of Keyholder and Broker:

a. If a DisplayKEY or iBox is lost or stolen, it shall be the joint obligation of Broker and Keyholder to give written notice to Organization within two (2) business days of such loss or theft. The cost of replacement is set forth in Section 7(a). If Broker or Keyholder finds and returns the previously lost or stolen DisplayKEY or iBox within fifteen (15) days of the notice date or issuance date of a new DisplayKEY or iBox, then Organization shall refund the replacement charge.

b. The DisplayKEY shall be kept in a safe place. Keyholder shall not attach the DisplayKEY PIN number to the DisplayKEY and **shall not disclose such PIN number to anyone**. Further, Keyholder shall not permanently label (i.e. etching, permanent marker, etc.) the DisplayKEY or iBoxes in any manner.

c. Damaged or malfunctioning iBoxes must be returned to Organization and not discarded by Broker or Keyholder. Broker and Keyholder shall remain liable for any unreturned iBoxes.

d. If the iBox malfunctions and UTCFS customer service is unable to remedy the malfunction, then Keyholder may cut the shackle off of the iBox in order to remove it from a residence. Under no circumstance shall Keyholder damage or force open the iBox to remove the homeowner's key inside the iBox (Keyholder should always keep a duplicate copy of a key for use in an emergency). Keyholder shall return the malfunctioning iBox to Organization who will then return it to UTCFS to retrieve the homeowner's key. Organization shall provide the homeowner's key to Keyholder upon receipt from UTCFS.

e. Broker and Keyholder may not assign, pledge, lease or transfer in any manner the DisplayKEY, iBoxes or any Equipment, or permit any other person to use the DisplayKEY.

f. If Keyholder changes real estate offices, the DisplayKEY and iBoxes must be returned to Organization and a new Agreement must be executed with Organization. Failure to notify Organization within five (5) days of such change and execute a new Agreement will be deemed a default of this Agreement, and a late processing fee of \$50.00 will be assessed against Keyholder.

g. The following procedures shall be utilized when an agent Keyholder is no longer associated with Broker or Broker's firm:

i. Keyholder must return all iBoxes to Broker and obtain a signed letter from Broker indicating that all iBoxes has been returned to Broker.

ii. Keyholder must both return the DisplayKEY and provide the Broker's letter to Organization.

iii. Upon completion of items i and ii above, the Keyholder's deposit shall be refunded to Keyholder, subject to the terms of Schedule A.

h. When a real estate office closes, Broker shall:

i. Return all DisplayKEY, iBoxes and other Equipment to Organization; and

ii. Pay any amounts due to Organization under this Agreement.

iii. Upon completions of items i and ii above, Broker's account will be satisfied and a new Agreement may be executed.

iv. **Under no circumstance shall Broker be allowed to lease a DisplayKEY and iBoxes at a new real estate office until completion of items i and ii above.**