

License Agreement

IDX or VOW Listings

This License Agreement (the "Agreement") is made and entered into by and among the **NEW RIVER VALLEY ASSOCIATION OF REALTORS®, INC.** ("NRVAR"), _____, 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, NRVAR and Licensee agree as follows:

1. License Grant. Subject to the terms and conditions of this Agreement, NRVAR 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 NRVAR 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 NRVAR may modify the terms of this Agreement at any time, in its sole discretion. NRVAR 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 NRVAR 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 NRVAR 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 NRVAR 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 NRVAR in connection with the Licensed Listings or this Agreement, at NRVAR’s 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 NRVAR an annual non-refundable license fee per Display Website in an amount established by NRVAR 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 NRVAR under the Broker Agreement, including reasonable attorney’s fees and costs. If Broker Participant fails to pay any Broker Participant License Fee when due, NRVAR 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 NRVAR 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 NRVAR 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 NRVAR 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 NRVAR 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. NRVAR 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 NRVAR. NRVAR shall be deemed to have approved such request unless NRVAR 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 NRVAR may modify the Access Standards, Technology Standards, and Display Page Standards at any time, in its sole discretion. NRVAR 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 NRVAR 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 NRVAR 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 NRVAR in every way requested by NRVAR, 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 NRVAR.

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 NRVAR in its sole discretion, and in accordance with the Access Standards and Technology Standards. NRVAR 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 NRVAR in its sole discretion, and in accordance with the Rules and Regulations. NRVAR 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 NRVAR's Server. NRVAR shall not be obligated to make any changes to NRVAR's Server, including any software running on NRVAR's Server, the configuration, applicable protocols, or any other aspect of NRVAR's 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, NRVAR may, at any time, modify or replace NRVAR's Server, in its sole discretion, and Licensee and Broker Participant each understand that a modification of NRVAR's Server may require changes to any applicable websites, including the Display Websites, hardware, software, or configurations to provide for access to the Licensed Listings. NRVAR makes no representations or warranties with respect to the response time for access to the Licensed Listings. Licensee and Broker Participant each acknowledge that NRVAR's 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 NRVAR's Server, or otherwise. Licensee and Broker Participant each agree that any modification of NRVAR's Server, and any interruption or unavailability of access to NRVAR's Server, or access to or use of the Licensed Listings shall not constitute a default under this Agreement, and that NRVAR 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 NRVAR, or licensed to NRVAR, 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 NRVAR 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 NRVAR. Licensee and Broker Participant hereby assign to NRVAR 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 NRVAR in connection with the assignment of rights to NRVAR. 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 NRVAR or its licensors, and all such amounts shall be paid to NRVAR. 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 NRVAR. Licensee and Broker Participant each agree that it will not challenge or take any action inconsistent with NRVAR's rights to the MLS Database or Licensed Listings.

10. Trademarks. NRVAR 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 NRVAR as the source of the Licensed Listings ("NRVAR Trademark"). Any use of the NRVAR Trademark shall be solely for the purpose of identifying NRVAR 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 NRVAR, in its sole discretion, upon ten (10) days notice. Licensee and Broker Participant each agree and acknowledge that the license of the NRVAR Trademark is made without any representations or warranties of any kind or nature. NRVAR does not make any representations or warranties regarding title to the NRVAR Trademark, the rights of any other persons or entities to the NRVAR Trademark, or with regard to the enforceability of any rights to the NRVAR 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 NRVAR. Licensee and Broker Participant each agree that it shall not use any trademarks of NRVAR, or any marks that are confusingly similar, assert any right, license, or interest with respect to any trademarks of NRVAR, or represent or suggest any affiliation between itself and NRVAR. Licensee and Broker Participant each agree that not to file any applications or assert any rights to any of NRVAR's 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 NRVAR 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. NRVAR 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 NRVAR, 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, NRVAR 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 NRVAR's 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 NRVAR, 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 NRVAR's 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 NRVAR in its sole discretion, then such party shall pay all costs of the audit, including NRVAR's internal costs, the independent auditor costs, and other out-of-pocket expenses incurred by NRVAR.

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

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 NRVAR's multiple listing service who has entered into a subscription agreement with NRVAR 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 NRVAR:

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 NRVAR's multiple listing service who has entered into a subscription agreement with NRVAR 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 NRVAR for NRVAR's 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 NRVAR 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. NRVAR 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 NRVAR. The Licensed Listings, any non-public information delivered by or under the direction of NRVAR 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 NRVAR 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 NRVAR, 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 NRVAR 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. NRVAR shall have the right to control its own defense and engage legal counsel acceptable to NRVAR.

20. Limitation of Liability.

a. TO THE FULLEST EXTENT AVAILABLE UNDER APPLICABLE LAW, NRVAR’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 NRVAR 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 NRVAR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPNRVARY DAMAGES OR LOST PROFITS, EVEN IF NRVAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

b. Broker Participant consents to and waives any and all claims against NRVAR, 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 NRVAR 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 NRVAR, 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 NRVAR. In such event, NRVAR 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 NRVAR 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 NRVAR. 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 NRVAR, and the Licensed Listings are confidential information of NRVAR. Specifically, without limitation, such notices shall be displayed on the Display Pages in a reasonably conspicuous manner.

23. License Suspension. NRVAR 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 NRVAR 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 NRVAR under this Agreement. NRVAR shall provide Licensee with written notice of suspension of the License within three (3) days following the first day of suspension. In addition, NRVAR 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 NRVAR, including failure to pay any fees owing to NRVAR 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 NRVAR 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 NRVAR prior notice of termination.

c. NRVAR may terminate this Agreement at any time after NRVAR 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 NRVAR, the default by Licensee or Broker Participant could result in irreparable harm to NRVAR, NRVAR 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 NRVAR:

i. Failure to pay any amounts owing to NRVAR 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. NRVAR 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 NRVAR, (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 NRVAR 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 NRVAR 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 NRVAR written

certification acceptable to NRVAR 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 NRVAR.

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 NRVAR:

New River Valley Association of Realtors, Inc.
125 Ponderosa Drive
Christiansburg, Virginia 24073
Attention: Stephanie White, 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 NRVAR, 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 NRVAR, 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 NRVAR 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 NRVAR 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 NRVAR, in a form acceptable to NRVAR, 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 NRVAR's multiple listing service, and who requests that NRVAR 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 NRVAR's 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 has 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. NRVAR's Server means the computer server or servers, including both hardware and software, maintained by NRVAR or its vendors which provides or provide the means for Licensee to access the Licensed Listings.

l. NRVAR 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 NRVAR 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 NRVAR.
- 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 NRVAR in its sole discretion.
- s. FTP Download means download of Licensed Listings through NRVAR's 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 NRVAR and designated by NRVAR 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 NRVAR in the fields identified by NRVAR 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 NRVAR regarding real estate properties for sale or lease (or previously listed for sale or lease) by broker participants of NRVAR, and distributed to such broker participants.
- z. Rules and Regulations means the Rules and Regulations of New River Valley Association of Realtors, Incorporated, as amended by NRVAR 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 NRVAR. 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 NRVAR and designated by NRVAR or its broker participants as VOW Listings.

Dated effective _____, _____, 2010

New River Valley Association of Realtors, Inc.

By _____
Stephanie White, 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 -- set up fee is \$500.00, plus any fees incurred by NRVAR 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 \$500.00 per year, payable on each anniversary date of the Effective Date during the term of this Agreement; provided however, that NRVAR retains the right to modify the amount of the license fee upon thirty (30) days written notice prior to anniversary date of the Effective Date. 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.

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: _____

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

Licensee	Broker Participant
Address (if different from Administrator above): _____	Address (if different from Administrator above): _____
_____	_____
_____	_____
Attention: _____	Attention: _____
Email: _____	Email: _____

Display Websites:

Domain Names of Brokerage Firm Utilizing This Licensee

DRAFT

SCHEDULE C
NRVAR Trademarks

NRVAR
NRVAR MLS
NRVAR MULTIPLE LISTING SERVICE

DRAFT

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 NRVAR 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, NRVAR 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.** NRVAR 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, NRVAR 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 NRVAR's Server, or (b) a compressed file containing the actual photographs.

 - c. **Access Standards.** NRVAR 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 NRVAR’s 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 NRVAR 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.