



LICENSE AGREEMENT for MLS data feed to Affiliated VOW Partner

This License Agreement (the Agreement) is made and entered into by and between Telluride Multiple Listing Service Inc., (Telluride MLS) and the real estate firm whose name and contact information appear on the Signature Page of this Agreement designated “Participant Information and Signature” (Participant), and the company or individual(s) whose name and contact information appear on the Signature Page of this Agreement designated “Affiliated VOW Partner (AVP) Information and Signature”.

RECITALS

Participant wishes to obtain and MLS wishes to provide MLS Listing Information, as defined in Section 1 of this Agreement, for use on Participant’s Virtual Office Website (Participant’s VOW). Participant wishes to engage AVP to operate Participant’s VOW on behalf of Participant and subject to Participant’s supervision, accountability, and compliance with the MLS’s Rules, as defined in Section 1 of this Agreement. AVP wishes to and has or will enter into an agreement with Participant to operate Participant’s VOW, and seeks to obtain access to the MLS Listing Information for such purpose. In exchange for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, MLS, Participant, and AVP agree as follows.

DEFINITIONS

1. For purposes of this Agreement, the following terms shall have the meanings set forth below.

- a. Affiliated VOW Partner (AVP) means an entity or person designated by a Participant to operate a VOW on behalf of the Participant, subject to the Participant’s supervision, accountability, and compliance with the MLS’s VOW Policy and Rules. For purposes of this Agreement, the AVP is the company or individual(s) whose name and contact information appear on the Signature Page of this Agreement in the section designated “Affiliated VOW Partner Information and Signature.”
- b. MLS Listing Information means listing information provided by Participants to the MLS and aggregated and distributed by the MLS to Participants, except for any listing for which the seller has withheld permission to have the listed property displayed on the Internet. “MLS Listing Information” shall include information

relating to properties that have sold only in those jurisdictions in which the actual sales prices of completed transactions are accessible from public records.

c. MLS Server means the computer server or servers, including both hardware and software, maintained by MLS which contains the MLS Listing Information and provides or provide the means for Vendor to access the MLS Listing Information.

d. Participant means any REALTOR® who is a principal, partner, corporate officer, or branch office manager, as defined in the Telluride MLS Inc. Rules and Regulations, acting on behalf of a principal who participates in the Multiple Listing Service by agreeing to conform to the rules and regulations thereof. For purposes of this Agreement, a “Participant” may also be a non-principal broker or sales licensee affiliated with a principal who operates a VOW with the principal’s consent. For purposes of this Agreement, the Participant is the real estate firm or individual whose name and contact information appear on the Signature Page of this Agreement in the section designated “Participant Information and Signature.”

e. Rules refer to the MLS rules and regulations, as amended from time to time; the VOW Policy; the VOW Rules; any applicable access standards and technology standards; and any operating policies relating to the MLS Listing Information.

f. Virtual Office Website (VOW) refers to an MLS participant’s Internet website, through which the participant is capable of providing real estate brokerage services to consumers with whom the participant has first established a broker-consumer relationship (as defined by state law) where the consumer has the opportunity to search MLS Listing Information, subject to the participant’s oversight, supervision, and accountability.

LICENSE

2. License Grant. Subject to the terms and conditions of this Agreement, MLS hereby grants to AVP a non-exclusive License to receive from MLS an electronic data feed of the MLS Listing Information for use solely and exclusively in connection with the display of MLS Listing Information on Participant’s VOW.

3. Limitations on License. Except as expressly set forth in this Agreement, AVP shall not, and shall not facilitate, cause, or allow anyone else, to do any of the following: (a) use, display, access, distribute, transfer, alter, or modify the MLS Listing Information, or otherwise create any derivative works of the MLS Listing Information, (b) download, distribute, export, deliver, or transmit any of the MLS Listing Information, including to any computer or other electronic device, except Participant’s VOW as permitted under this Agreement, or (c) sell, grant access to, or sublicense the MLS Listing Information, or any portion of the MLS Listing Information, to any third party. AVP agrees to take all reasonable steps necessary to protect the MLS Listing Information from unauthorized access, distribution, copying or use.

4. License Fees and Payment; Expenses. Please select one.

In consideration for the License granted under this Agreement, AVP agrees to pay to MLS the license fees and other fees described on the attached Schedule A to this Agreement (the Fees). The Fees shall be payable as provided on Schedule A. Participant may pay the Fees on behalf of AVP, except that if Participant fails to pay any such amounts when due, AVP shall be liable to MLS for such amounts until paid. AVP agrees to pay all costs of collection of all unpaid amounts owing to MLS under this Agreement, including reasonable attorneys' fees and costs. AVP shall be responsible for its own expenses and costs under this Agreement, and MLS shall have no obligation to reimburse AVP for any expenses or costs incurred by AVP in the exercise of AVP's rights or the performance of AVP's duties under this Agreement.

License Fees and Payment; Participant as Guarantor of Payment by AVP; Expenses. In consideration for the License granted under this Agreement, AVP agrees to pay to MLS the license fee and other fees described on the attached Schedule A to this Agreement (the Fees). The Fees shall be payable as provided on Schedule A. If AVP fails to make any payment when due, Participant agrees to pay and shall be held liable for any such amounts. Participant agrees to pay all costs of collection of all unpaid amounts owing to MLS under this Agreement, including reasonable attorneys' fees and costs. AVP shall be responsible for its own expenses and costs under this Agreement, and MLS shall have no obligation to reimburse AVP for any expenses or costs incurred by AVP in the exercise of AVP's rights or the performance of AVP's duties under this Agreement.

5. No Warranties. THE LICENSE GRANTED UNDER THIS AGREEMENT, INCLUDING ACCESS AND DISPLAY OF THE MLS LISTING INFORMATION, IS PROVIDED "AS IS," AND, EXCEPT FOR THE WARRANTIES SET FORTH IN SECTION 19 OF THIS AGREEMENT, MLS DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

COMPLIANCE

6. Rules. Participant and AVP hereby acknowledge that MLS has provided each with a copy of the MLS's Rules and agree to be bound by and comply with the Rules.

a. The Rules may include terms and limitations in addition to those set forth in this Agreement. In the event of any inconsistency, the terms of the Rules will govern.

b. MLS may modify the Rules at any time, in its sole discretion. MLS agrees to deliver to Participant and AVP any modification of the Rules, and Participant and AVP shall comply with such modification not later than five (5) business days

after receipt. A complete copy of the Telluride MLS Rules and Regulations is posted on FLEX/MLS under Daily Functions, MLS Intranet.

7. Means of Accessing the MLS Listing Information. Access by AVP to the MLS Listing Information shall be exclusively by the means, including the format and method of delivery, designated by MLS. MLS may, in its sole discretion and upon thirty (30) days prior written notice to AVP, change the means and nature of accessing the MLS Listing Information.

8. Authorization to Access the MLS Listing Information. AVP hereby acknowledges and agrees that (i) AVP has no independent participation rights in the MLS by virtue of this license; (ii) AVP shall not use MLS Listing Information except in connection with operation of Participant's VOW pursuant to this Agreement; and (iii) access by AVP to MLS Listing Information is derivative of the rights of Participant.

9. MLS Access to the VOW. Participant shall at all times make Participant's VOW readily accessible to MLS and to all MLS Participants, as requested, for purposes of verifying compliance with the Rules. Participant's VOW is accessible to MLS at the following URL (include any necessary third-level domain names): _____

10. Changes to MLS's Server. MLS shall not be obligated to make any changes to MLS's Server, including any software running on MLS's Server, the configuration, applicable protocols, or any other aspect of MLS's Server for any reason. Participant and AVP acknowledge that the MLS Server, together with access to the MLS Listing Information, may from time-to-time be unavailable to AVP, whether because of technical failures or interruptions, intentional downtime for service or changes to the MLS Server, or otherwise. Participant and AVP agree that any modification of the MLS Server, any interruption or unavailability of access to the MLS Server, or access to or use of the MLS Listing Information shall not constitute a default under this Agreement. MLS shall have no liability of any nature to Participant or AVP for, and Participant and AVP waive all claims arising out of, any such modifications, interruptions, unavailability, or failure of access.

OWNERSHIP

11. Ownership of Intellectual Property. AVP acknowledges and agrees that the MLS Listing Information is proprietary, original works of authorship of MLS, may consist of information for which MLS has sufficient rights to grant this license, and is protected under United States copyright law. AVP further acknowledges and agrees that all right, title, and interest in and to the MLS Listing Information and any modifications, enhancements, or derivative works of the MLS Listing Information, are and shall remain with MLS. This Agreement does not convey or grant to AVP an interest in or to the MLS Listing Information, but only a limited right to access and display the MLS Listing Information, revocable in accordance with the terms of this Agreement. AVP agrees that

it will not challenge or take any action inconsistent with MLS's ownership of or rights to the MLS Listing Information as described herein.

12. Initial Security Audit. Within ninety (90) business days after the Effective Date, Telluride MLS shall, or at its option may engage an independent third party to, audit, test, and inspect the books, records, equipment, and facilities of Participant's VOW including Participant's controls, systems and procedures, related to Participant's VOW (the "Initial Security Audit"). The Initial Security Audit may include without limitation, (a) external attempts to penetrate any firewalls established in connection with any server and protection of the MLS Listing Information, (b) viewing all of the pages constituting each VOW, (c) using the VOW to initiate and execute searches, (d) using all other features and functions available on the VOWs, and if any of the features or functions of a VOW are protected by a user authentication device, such as a password, or require registration or similar function, then using all of such features and functions. If any features or functions of a VOW require registration or other information, Telluride MLS may input information which is not accurate in order to access the feature or function. Participant shall not attempt to block or otherwise interfere with Telluride MLS's or Telluride MLS's agent's monitoring or review of, attempts to penetrate, or gain access to, any server or Participant's other systems and controls. The Initial Security Audit shall be performed in accordance with audit standards and procedures established by Telluride MLS, in its sole discretion, and shall be performed to monitor and review (a) the adequacy of Participant's internal controls; (b) the adequacy of Participant's security system and procedures; (c) Participant's compliance with the Security Protocols set forth in Schedule C of this Agreement; (d) Participant's compliance with applicable laws and regulations, the Rules; and (e) Participant's compliance with any other terms of this Agreement. The costs of the Initial Security Audit shall be paid by Participant to Telluride MLS as part of the Fees owed to Telluride MLS according to the schedule and terms provided on Schedule A.

13. Annual Audit. On an annual basis Telluride MLS shall, or at its option, may engage an independent third party to, audit, test, and inspect the books, records, equipment, and facilities of Participant's VOW including Participant's controls, systems and procedures, related to Participant's VOW, , including without limitation, (a) external attempts to penetrate any firewalls established in connection with any server and protection of the MLS Listing Information, (b) viewing all of the pages constituting each VOW, (c) using the VOW to initiate and execute searches, (d) using all other features and functions available on the VOWs, and if any of the features or functions of a VOW are protected by a user authentication device, such as a password, or require registration or similar function, then using all of such features and functions. If any features or functions of a VOW require registration or other information, Telluride MLS may input information which is not accurate in order to access the feature or function. Participant shall not attempt to block or otherwise interfere with Telluride MLS's monitoring or review of, attempts to penetrate, or gain access to, any server or Participant's other systems and controls. Each such annual audit shall be performed in accordance with audit standards and procedures established by Telluride MLS, in its sole discretion, and shall be performed to monitor and review (a) the adequacy of

Participant's internal controls; (b) the adequacy of Participant's security system and procedures; (c) Participant's compliance with the Security Protocols set forth in Schedule C of this Agreement; (d) Participant's compliance with applicable laws and regulations, the Rules; and (e) Participant's compliance with any other terms of this Agreement. Participant shall be responsible for the cost and expense of such annual audit. Payment by Participant for the cost of the annual audit shall be due and payable to Telluride MLS by Participant immediately upon delivery of an invoice by Telluride MLS to Participant.

14. Trademark License. MLS grants to AVP a limited, non-exclusive, revocable license to use MLS's trademark(s) identified in Exhibit B for the sole purpose of identifying MLS as the source of the MLS Listing Information ("MLS Trademark"). AVP agrees that it shall not use the MLS Trademark, or any marks that are confusingly similar, assert any right, license, or interest with respect to any trademarks of MLS, or represent or suggest any affiliation between MLS and AVP. AVP agrees that it will not file any applications or assert any rights to the MLS Trademark in the United States, or any other country or territory. MLS may subsequently grant similar rights to AVP to use other trademarks of MLS, and AVP's use thereof shall be subject to the provision of this paragraph as if they had been included in Exhibit B.

15. Proprietary and Other Notices. AVP agrees that it will include and not alter or remove any trademark, copyright, other notices, or any disclaimers located or used on or in connection with the MLS Listing Information. AVP agrees to provide notice to any person with access to the display of the MLS Listing Information that the source of the MLS Listing Information is MLS.

TERM AND TERMINATION

16. The term of this Agreement shall commence on the "Effective Date" set forth on the "MLS Information and Signature Page." MLS may, by delivery of written notice to Participant and AVP, terminate this Agreement effective immediately upon the occurrence of any of the following events:

- a. AVP giving MLS and Participant written notice of the termination;
- b. Participant giving notice to MLS that it no longer intends to display the MLS Listing Information on the VOW;
- c. AVP being no longer designated to provide VOW services to Participant;
- d. Participant ceasing to remain a participant with the MLS;
- e. AVP accessing or downloading data in a manner not authorized for Participants that hinders the ability of Participants to download data;
- f. Participant or AVP violating a VOW Policy or VOW Rule; or
- g. Participant or AVP failing to make required payments to the MLS.

17. MLS acknowledges and agrees that it may not suspend or terminate AVP's access to data for reasons other than those that would allow MLS to suspend or terminate Participant's access to data, or without giving the AVP and Participant prior notice of the

process set forth in the applicable provisions of the Rules for suspension or termination of Participant's access.

18. No Fees, portion of the Fees, or other fees payable by AVP under this Agreement will be refunded to AVP upon termination of this Agreement for any reason.

WARRANTIES, INDEMNIFICATION AND LIMITATION OF LIABILITY

19. Mutual Representations and Warranties. Each party represents and warrants to the others as follows: (a) this Agreement, when executed by such party, will be valid, binding and enforceable with respect to such party in accordance with its terms; (b) the execution of this Agreement and/or the performance of such party's obligations under this Agreement will not constitute a default, or an event which with the passage of time, the giving of notice, or both, would constitute a default, under any other agreement by which such party is bound; and (c) AVP 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. AVP further represents and warrants to MLS that the grant of the License to AVP and the fulfillment of AVP's obligations as contemplated under this Agreement are proper and lawful.

20. Indemnification. Participant and AVP indemnify and hold harmless MLS, 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 breach by Participant or AVP of any of the terms and conditions of this Agreement, including any breach of representation or warranty set forth in this Agreement, and the use and display of the MLS Listing Information. MLS shall have the right to control its own defense and engage legal counsel acceptable to MLS.

21. Limitation of Liability. TO THE FULLEST EXTENT AVAILABLE UNDER APPLICABLE LAW, MLS'S ENTIRE AND CUMULATIVE LIABILITY TO PARTICIPANT OR AVP, OR ANY THIRD PARTY, FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS, OR ACTIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE USE OR DISPLAY OF THE MLS LISTING INFORMATION, INCLUDING ANY TORT, SUCH AS NEGLIGENCE, SHALL NOT EXCEED AN AMOUNT EQUAL TO THE LICENSE FEE PAID TO MLS 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 AGREEMENT, IN NO EVENT SHALL MLS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES OR LOST PROFITS, EVEN IF MLS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

REMEDIES

22. MLS, Participant, and AVP agree that a breach of this Agreement will result in immediate and irreparable injury and harm to MLS. In such event, MLS shall have the right to immediately terminate AVP's access to the MLS Information and to obtain 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 MLS may have including, without limitation, the right to seek monetary damages.

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

GENERAL PROVISIONS

24. Governing Law; Submission to Jurisdiction. This Agreement is governed by and enforced according to the laws of the State of Colorado. Participant and AVP hereby submit and consent to, and waive any defense to the jurisdiction of courts located in this San Miguel County, State of Colorado, as to all matters relating to or arising from this Agreement.

25. Notices. All notices to be given under this Agreement shall be made in writing and delivered by U.S. certified mail, facsimile transmission, or email to the appropriate party at the address provided on the Signature Page of this Agreement. The foregoing addresses may be changed from time-to-time by delivering notice of such change to the parties to this Agreement. Notice shall be effective upon receipt.

26. No Joint Venture. Nothing in this Agreement shall be construed to create a partnership or joint venture between MLS and AVP.

27. 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.

28. No Waiver. The waiver by either party of, or the failure of either party to take action with respect to any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition, or subsequent breach of the same, or any other term, covenant or condition contained in this Agreement.

29. No Assignment. Neither Participant nor AVP may assign or otherwise transfer any rights under this Agreement to any party without the prior written consent of MLS.

30. Survival. The obligations of Participant and AVP set forth in Sections 5, 7, 10, 13, 14, 20, and 21 under this Agreement shall survive the termination of this Agreement.

31. Execution and Amendment. This Agreement may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument. Facsimile signatures are deemed to be equivalent to original signatures for the purposes of this Agreement. This Agreement may not be amended except in writing signed by Participant, AVP, and MLS.

[The remainder of this page is left blank intentionally.]
SIGNATURE PAGE

IN WITNESS WHEREOF, the parties here to have executed this Agreement by their authorized representatives as of the Effective Date.

Effective Date: _____

MLS Information and Signature

Signature

Name, Title

Street Address

City, State, Zip Code

Email Address

Phone Number

Facsimile Number

Participant Information and Signature

Signature

Name, Title

Street Address

City, State, Zip Code

Email Address

Phone Number

Facsimile Number

[NOTE: If "Participant" is a non-principal broker or sales licensee, then the affiliated principal real estate broker or broker in charge must also sign this Agreement.]

**Affiliated VOW Partner
Information and Signature**

Signature

Name, Title

Street Address

Participant Information and Signature

Signature

Name, Title

Street Address

City, State, Zip Code

Email Address

Phone Number

Facsimile Number

City, State, Zip Code

Email Address

Phone Number

Facsimile Number

SCHEDULE A

Fees and Payment Terms

PAYMENT. In consideration of this License Agreement, the initiation fee is **\$1,500** for the first year due upon execution of this agreement, and throughout the entire License Term, an annual fee thereafter will be **\$250.00**; an amount as set by the Telluride MLS from time to time. Initially such monthly fee shall be **\$54.00 for the 1st URL** where MLS listings will be displayed, plus **\$54.00** for each additional URL, with a maximum of up to 3 URLs. Fees are billed monthly. The first monthly fee shall also be paid upon execution of this agreement. In the event the MLS raises its monthly fee, the MLS agrees that it will give no less than thirty days notice of such increase, during which time the AVP shall have the right to accept such increase or terminate the continued grant of this license. The AVP understands and agrees that in the event it should fail to make any payment or otherwise comply with any term of this agreement, the license grants of this agreement shall automatically terminate.

SCHEDULE B

Trademarks Licensed to AVP

SCHEDULE C

Security Protocols

1. Data Location and Storage

- a. Data must be downloaded to servers located in North America, and such companies must be headquartered in North America, where legal responsibilities can be practically enforced.
- b. If Participant's data access authorization is revoked, all data stored by the Participant must be destroyed within two (2) weeks. A Participant is not bound by these obligations regarding its own listings.
- c. If data is copied to other locations, such as tapes or disk for backup, they must be stored in encrypted form and physical access controlled via key lock or stronger means.
- d. Telluride MLS data must not be copied to and stored on laptops, PDAs, portable hard drives, tablets, portable RAM memory drives that are not located in a secure location.

2. Data Transmission

- a. Telluride MLS may require authentication and data transmission to us SSL or other encryption mechanism.
- b. Telluride MLS requires Third Parties providing products and services to active Telluride MLS Subscribers to authenticate user requests against a Telluride MLS authentication database, to ensure users are of good standing prior to allowing access to the application and Telluride MLS data.

3. Anti-Scraping

Anti-scraping is required for the data usage; the following practices must be implemented.

- a. A robots.txt file is implemented and robots identified as undesirable by Telluride MLS must be denied access using this file by the Participant.
- b. User inputs – including URL and form parameters – must not be easy to manipulate, such that Telluride MLS information is easily spidered and scraped.
- c. Sensitive information, such as email addresses, is obscured using JavaScript or hidden behind forms (and not present in "hidden" form fields)
- d. There are limits on the number of pages that can be requested in a given time period
- e. Key listing information, such as price and listing address, is rendered as a graphic with no 'ALT' tag or using Flash or Java or other technology such that the content is un-scrapable.

4. Secure Coding Practices

The following are additional secure coding practices that must be implemented as applicable

- a. User inputs and other parameters (URL, Form) must ALL be validated at both Interface and Business tiers for data type, allowed character set, numeric range, enumerated legal values. Special characters, such as used for cross site scripting attack (XSS) and SQL injection must be stripped otherwise rendered harmless.
- b. All reasonable steps must be taken to prevent browser caching of Sensitive Information
- c. Repeated failed logins must be logged and generate alerts.
- d. Passwords and other Confidential Information must be stored in encrypted format, and the encryption key strongly protected.
- e. Logins and other parts of user sessions where Confidential Information is transmitted must utilize strong SSL encryption.
- f. If located in different data centers, back end connections between the web application and database must be strongly encrypted.
- g. Sensitive Information or information that could be manipulated and result in information discovery must never be unencrypted in a cookie, form field or URL parameter.
- h. Every application component must thoroughly be wrapped in error-trapping code so that Confidential Information is never displayed to the end-user.

Additional reasonable judgement may be used in developing secure web applications and securing servers - best practices must be utilized.

Telluride MLS must be immediately notified if there is any information security breach such that Telluride MLS data is accessed for a purpose not described in this agreement.

Telluride MLS may implement additional security enhancements that must be implemented by the Participant (at the Participant's expense) and will provide notification to Third Parties that will include deadlines for compliance.