Michigan Regional Information Center, LLC

DATA LICENSE AGREEMENT

THIS DATA LICENSE AGREEMENT (the "Agreement") is made effective _____, 20____ , by and between the Michigan Regional Information Center, a Michigan limited liability company, hereafter referred to as "MichRIC"; the undersigned Association or Multiple Listing Service which is a member of MichRIC (the "Association/MLS"); the undersigned member of the Association/MLS ("Broker"); the undersigned users authorized by Broker to utilize the Data, if any ("Broker's Authorized Users"); and the undersigned third-party vendors of Broker and/or Broker's Authorized Users, if any (collectively, the "Vendors").

<div align="center">

BACKGROUND

</div>

A.   MichRIC operates an online computerized regional information center for its member associations and their multiple listing services, which includes a real estate multiple listing database in which information, sketches, photographs, digital images, virtual tours, video, audio and compilations thereof provided by its Association/MLSs (collectively "Data"). The Data is maintained by MichRIC using its Computerized Information Center ("CIC") and is shared among the MichRIC Association/MLSs, their Brokers who are also MLS participants and Broker's Authorized Users.

B.   The Association/MLS is a member of MichRIC and the Broker is a member of the Association/MLS. Broker's Authorized Users are licensed real estate agents or other support staff or personnel that are affiliated with Broker. Vendor provides services and support to Broker and the Broker's Authorized Users.

C.   MichRIC and the Association/MLS are willing to provide access to the CIC and the Data contained therein to the Broker, Broker's Authorized Users, and Vendors in accordance with the terms and conditions of this Agreement.

<div align="center">

AGREEMENT

</div>

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties set forth below, and for other good and valuable consideration the receipt and sufficiency of which is acknowledged, it is hereby agreed by and between the parties hereto as follows:

1.   <u>Grant of License and Association/MLS Approval</u>. By execution of this Agreement, MichRIC and Association/MLS (if required) hereby grants to Broker, Broker's Authorized Users, and Vendors a license to access CIC and Data contained therein solely for the Authorized Purposes in accordance with the terms and conditions of this Agreement. This License shall not become effective until all of the following conditions have occurred:

(a)   The Broker has delivered a written request to Association/MLS describing in detail the type of Data that Broker, Broker's Authorized Users and/or Vendors would like to access and how the Broker, Broker's Authorized Users and/or Vendors intend to use the accessed Data; and

(b)   The Association/MLS has provided MichRIC with a written approval of Broker's written request authorizing Broker, Broker's Authorized Users' and/or Vendors' access to the Data confirming (i) that Broker is a current member, in good standing, of the Association/MLS, and (ii) that the Association/MLS will notify MichRIC within 5 business days if Broker is no longer a member of the Association/MLS or if the Broker is no longer in good standing with the Association/MLS.

<div align="center">1</div>

(c)   Any and all Vendors have executed and delivered a Vendor Addendum Agreement to MichRIC in the form attached hereto as Exhibit "A".

2.   Termination.

2.1   Termination by MichRIC or Broker. This Agreement may be terminated by MichRIC or Broker, with or without cause, by written notice to the other party effective not less than five (5) business days after the date of the notice. Any such notice shall be sent by registered mail return receipt requested and the effective date of the notice shall be the date of posting.

2.2.   Termination of Vendor or Broker's Authorized User. In the event Broker terminates its relationship with a Vendor and/or a Broker's Authorized User, then the rights of such Vendor and/or Broker's Authorized User hereunder shall automatically terminate. Similarly, in the event a Broker's Authorized User terminates its relationship with a Vendor, then the rights of such Vendor hereunder shall automatically terminate. In the event of such a termination, Broker and/or Broker's Authorized User, as the case may be, shall immediately notify MichRIC in writing of the termination.

2.3.   Effect of Termination. The Broker, Broker's Authorized Users, and Vendors shall jointly and severally be responsible for any materials provided to or accessed by the Broker's Authorized Users and/or Vendors. Within five (5) days of receipt of a notice of termination by MichRIC, all such materials and accessed information including any Confidential Information shall be returned to MichRIC. The Broker will also erase, delete, or destroy any Confidential Information stored on magnetic media or other computer storage, including system backups. Upon the request of MichRIC, the Broker will certify in writing that all materials have been returned to MichRIC and all magnetic or computer data have been destroyed.

3.   Access. Access to the MichRIC CIC Data shall be provided as follows:

3.1. Address and Passwords. MichRIC shall provide Broker with website address and username and password information necessary to access MichRIC CIC Data. Broker may supply the MichRIC CIC Data website address and username and password information necessary to access it only to Broker's Authorized Users and Vendors in accordance herewith. For security purposes, passwords may be changed from time to time as the parties see fit. MichRIC shall notify Broker of a changed password by e-mail to Broker's designated representative. The Broker shall communicate the changed passwords to the Broker's Authorized Users and Vendors by secure means which shall not include broadcast e-mail or non-confidential member-wide communication.

3.2. Format. The MichRIC CIC Data is available in a Real Estate Transaction Standard ("RETS") format for all Authorized Purposes.

4.   Authorized Purposes. The Broker, Broker's Authorized Users, and Vendors shall only be permitted to use Data obtained under this Agreement in conjunction with their employment and/or contractual obligations to Broker as set forth below and/or as set forth on the attached Vendor Addendum Agreement, if applicable.

4.1.   Distribution. Broker shall at all times maintain control over and responsibility for all Data obtained under this Agreement and shall not distribute any such Data to persons other than Broker, Broker's Authorized Users, or Vendors, as provided herein.

4.2.   Reproduction. The Broker, Broker's Authorized Users, and/or Vendors shall not reproduce any Data obtained under this Agreement except in the following limited circumstances:

(a) Broker, Broker's Authorized Users, and Vendors may distribute to clients, sellers, and prospective purchasers a reasonable number of single copy material containing Data obtained hereunder related to any properties in which the prospective purchasers are or may, in the judgment of such Broker, Broker's Authorized User, or Vendor, be interested.

(b) Nothing contained herein shall be construed to preclude any Broker, Broker's Authorized Users, or Vendors from utilizing, displaying, distributing or reproducing property listing sheets or other compilations of Data pertaining exclusively to properties currently listed with a Association/MLS of which they are affiliated.

(c) Any Data provided under this Agreement, whether provided in written or printed form, provided electronically or provided in any other form or format, is provided for the exclusive use of the Broker, Broker's Authorized Users, and/or Vendors obtaining such Data. Such Data may not be transmitted, retransmitted or provided in any manner to any unauthorized individual, office or firm.

(d) None of the foregoing shall be construed to prevent any individual legitimately in possession of current listing information, "sold" information, "comparables", or statistical information from utilizing such information to support an estimate of value on a particular property for a particular client. However, only information that is not Confidential Information and is necessary to support the estimate of value may be reproduced and attached to the report as supporting documentation. Any other use of such information is unauthorized and prohibited by this Agreement.

(e) It is intended that Broker, Broker's Authorized Users, and Vendors be permitted to provide clients, sellers, and prospective purchasers with Data relating to properties in which the clients, sellers, and/or prospective purchasers have a bona fide interest in purchasing or in which Broker, Broker's Authorized Users, and/or Vendors are seeking to promote interest.

(f) The term reasonable, as used herein, should therefore be construed to permit only limited reproduction of Data intended to facilitate the clients', sellers', or prospective purchasers' decision making process in the consideration of a purchase or sale. Factors which shall be considered in deciding whether the reproductions made are consistent with this intent and thus "reasonable" in number, shall include, but are not limited to, the total number of listings and Association/MLS compilations, how closely the types of properties contained in such listings accord with the prospective purchasers' desires and ability to purchase, whether the reproductions were made on a selected basis, and whether the type of properties contained in the Data is consistent with the normal itinerary of properties which would be shown to the prospective purchaser.

(g) Broker, Broker's Authorized Users, and Vendors shall not directly or indirectly disclose, display, provide, transfer or otherwise make available Confidential Information, as described in Section 4.4, to any person or entity, except as provided herein or unless the Broker, Broker's Authorized User, or Vendor has received prior written consent of MichRIC to do so. At no time and under no circumstances will any Broker, Broker's Authorized User, or Vendor reverse engineer, decompile, or disassemble any software constituting part of the Confidential Information. Broker, Broker's Authorized Users, and Vendors may not incorporate the Confidential Information into any other work or product except as provided herein.

4.3.   Storage Prohibited. The Broker, Broker's Authorized Users, and Vendors hereby acknowledge and agree that participation under this Agreement does not permit storing,

downloading, framing or scraping any Data obtained under this Agreement other than for the above provided Authorized Uses.

        4.4.   <u>Confidential Information</u>. "Confidential Information" is information or material proprietary to MichRIC or designated "confidential" by MichRIC and not generally known to the public that Broker, Broker's Authorized Users, Vendors, or any one of them (the "Receiving Party") may obtain knowledge of or access to as a result of access under this Agreement. Confidential Information includes, but is not limited to, the following types of information and other information of a similar nature (whether in oral, visual, audio, electronic, written or other form):

        (a)   all Data except to the extent to which disclosure is permitted by this Agreement and the Bylaws, Rules and Regulations, and/or Policies of the Association/MLS;

        (b)   all documentation and other tangible or intangible discoveries, ideas, concepts, designs, techniques, procedures, drawings, specifications, models, information except to the extent to which disclosure is permitted by this Agreement and the Bylaws, Rules and Regulations, and/or Policies of the Association/MLS;

        (c)   software, source code, object code, diagrams, flow charts;

        (d)   IP addresses, access codes and passwords; and

        (e)   any and all information that MichRIC obtains from any third party that MichRIC treats as proprietary or designates as Confidential Information, whether or not owned or developed by MichRIC.

Confidential Information does not include information that is known to the Receiving Party at the time of disclosure; is used or disclosed by the Receiving Party with the prior written consent of MichRIC, to the extent of such consent; becomes known to the Receiving Party from a source other than MichRIC without breach of this Agreement by the Receiving Party and provided that such source is not known by the Receiving Party to be bound by a confidentiality agreement with MichRIC; or is required to be disclosed by judicial order or other compulsion at law, provided that the Receiving Party provides to MichRIC prompt notice of any such order. The Receiving Party acknowledges that title to the Confidential Information remains at all times with MichRIC or with the third parties in whom title existed prior to this Agreement or prior to disclosure by MichRIC. The Receiving Party will employ measures to protect the Confidential Information from disclosure at least as rigorous as those it uses to protect its own trade secrets, but in no event less than reasonable care.

        5.   <u>Applicable Bylaws, Rules and Regulations, and Policies.</u> The Broker, Broker's Authorized Users, and Vendors who participate in this Agreement agree to abide by the terms and conditions of (i) this Agreement; (ii) the Bylaws and/or Rules and Regulations of the Association/MLS, if any; (iii) the CIC User License which defines the Terms of Use for using the CIC Data; (iv) the Virtual Office Website (VOW) policy of the Association/MLS; and (v) the Broker Reciprocity (IDX) policy of the Association/MLS; all as they presently exist or as may be amended from time to time in the future. In the event that the applicable Bylaws, Rules and Regulations, and/or Policies of the Association/MLS are inconsistent or in conflict with the terms and conditions of this Agreement, the Bylaws, Rules and Regulations, and/or Policies of the Association/MLS shall apply. Each of the undersigned represents and warrants that they have reviewed the applicable Bylaws, Rules and Regulations, and/or Policies related to the Data and that they have consulted www.mlshelp.com to confirm that they have obtained the current versions of such requirements.

6.   Ownership of Data; Copyrights. Broker, Broker's Authorized Users, and Vendors acknowledge that all right, title and interest in all compilations of the Data accessed by any Broker, Broker's Authorized User, or Vendor, including certain copyrights associated therewith, shall at all times remain vested in their owner and not in any of Broker, Broker's Authorized User, or Vendor, unless they independently own such copyright.

7.   Vendor Agreement. Broker and Broker's Authorized Users shall not permit access to the MichRIC CIC Data to any parties, including Vendors, unless such parties are a party to this Agreement. All Vendors must execute the Vendor Addendum Agreement attached hereto as Exhibit "A".

8.   Default. Broker, Broker's Authorized Users, and Vendors agree to cooperate with MichRIC and Association/MLS and act immediately upon notice from MichRIC or Association/MLS of a breach of this Agreement. Any such notice shall be sent by registered mail, return receipt requested, and the effective date of the notice shall be the date of posting. If MichRIC or Association/MLS notifies a Broker, Broker's Authorized User, or Vendor of a breach of this Agreement and such Broker, Broker's Authorized User, or Vendor does not cure such breach within five (5) business days, MichRIC may terminate such breaching party's rights under this Agreement and Association/MLS may discipline such breaching party in accordance with the Bylaws, Rules and Regulations, and/or Policies of the Association/MLS. Notwithstanding the foregoing, in the event MichRIC or Association/MLS discovers any actual or threatened breach of this Agreement by any Broker, Broker's Authorized User, or Vendor, or any actual or threatened unauthorized use of the Data by any Broker, Broker's Authorized User, or Vendor, MichRIC may, in its sole and absolute discretion, terminate all or any part of this Agreement and the rights hereunder of the offending Broker, Broker's Authorized User, or Vendor, in accordance with its Policies and Procedures and in accordance with Section 2.1 of this Agreement.

9.   MichRIC Remedies. Because of the unique nature of the Data and Confidential Information, Broker, Broker's Authorized Users, and Vendors acknowledge that MichRIC and Association/MLS would suffer irreparable harm in the event that Broker, Broker's Authorized Users, and/or Vendors breached its obligation under this Agreement, and that monetary damages would be inadequate to compensate MichRIC and Association/MLS for a breach.

   9.1   Injunctive Relief. In addition to all other forms of relief provided in this Agreement or available at law or in equity, MichRIC is entitled to injunctive relief as may be necessary to restrain any continuing or further breach by Broker, Broker's Authorized Users, and Vendors, or any one of them, without showing or proving any actual damages sustained by MichRIC.

   9.2   Attorney's Fees. If MichRIC prevails in any action to enforce or interpret this Agreement or any provision hereof, the party against whom enforcement or interpretation was sought will pay MichRIC reasonable attorney fees and costs for such legal action.

10.   Indemnity. Broker, Broker's Authorized Users, and Vendors, jointly and severally, and their respective successors and assigns, shall defend, indemnify and hold harmless MichRIC, Association/MLS and their respective shareholders, directors, officers, employees, agents, successors and assigns from and against any and all costs, losses, claims, liabilities, fines, expenses, penalties, and damages, including reasonable legal fees, in connection with or resulting, directly or indirectly, from (i) breach of this Agreement by any of Broker, Broker's Authorized Users, and/or Vendors; and (ii) the failure of any condition, obligation, agreement, representation, or warranty of any of Broker, Broker's Authorized Users, and/or Vendors under this Agreement.

11.   Miscellaneous.

   11.1   This Agreement constitutes the complete, exclusive and final statement of the terms and conditions of agreement between the parties with respect to its subject matter, superseding all prior negotiations and proposals.

11.2   Failure to insist upon performance as specified herein shall not be deemed a waiver of a parties' right to insist upon such performance during the continuation of such deficient performance or upon any subsequent occasion, unless such a waiver is expressed in a writing signed by the authorized representative of the waiving party.

11.3   This Agreement may not be assigned in whole or in part, nor may any performance hereunder be delegated by either party without the prior written consent of the other party.

11.4   This Agreement shall be governed by and construed in accordance with the internal laws of the State of Michigan, without regard to its principles of conflicts of laws. Each of the parties hereto irrevocably submits to the exclusive jurisdiction of the courts of the State of Michigan located in Kalamazoo County and the United States District Court for the Western District of Michigan for the purpose of any suit, action, proceeding or judgment relating to or arising out of this Agreement and the transactions contemplated hereby. Each of the parties hereto irrevocably consents to the jurisdiction of any such court in any such suit, action or proceeding. Each party hereto irrevocably waives any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

[*Signatures and Information on Following Pages*]

MichRIC SIGNATURE FOR MichRIC DATA LICENSE AGREEMENT

Entered into on behalf of MICHRIC by:

_____
　　　　Signature

_____
　　　　Print Name

_____
　　　　Effective Date

This section is for MichRIC use only. MichRIC will complete the access information below after signing this Agreement. MichRIC will then return a copy of the MichRIC Data License Agreement to the Broker, Broker's Authorized Users, and/or Vendors, as applicable. The access information below is Confidential Information under this Agreement.

MichRIC RETS Server User ID: _____

MichRIC RETS Server Password: _____

BROKER INFORMATION AND SIGNATURE FOR MichRIC DATA LICENSE AGREEMENT

Broker Name:_____

E-mail address: _____

Primary Contact (If different than above): _____

Primary Contact E-mail Address: _____

Office Name: _____

MLS Office ID:_____

Broker Street Address: _____

Broker City, State, Zip: _____

Broker Phone: _____ Fax: _____

VENDOR INFORMATION

Vendor Name: ___Constellation Web Solutions_____

Vendor Contact Person, phone and email: _Daniel Dlhy, 425-636-6910, brokersolutions@constellationws.com_

_____

BROKER'S AUTHORIZED USER'S INFORMATION　Agent Information

Broker's Authorized User's Name, email address and phone: _____

_____

_____

Broker requests providing the above-listed Vendor access to the following type of MichRIC CIC Data for <mark>Broker or</mark> <mark>Broker's Authorized User,</mark> as identified above:

                Broker's Office Listings through Real Estate Transaction Standard (RETS) *

    X   Broker Reciprocity Data through RETS

                Virtual Office Website (VOW) Data through RETS

                Other Data through RETS (Please be specific) _____

_____

_____

DATA USE
The intended use of the MichRIC CIC Data for   Broker or   Broker's Authorized User Broker is as follows:

                Broker's Back Office Operation

    X   Broker Reciprocity (IDX) Website

                Virtual Office Website (VOW)

                Other (Please be specific)_____

_____

<mark>List all domain addresses</mark> including 2nd and 3rd levels where the data will be available for use:

_____

_____

Broker and Broker's Authorized User, if applicable, further agree and acknowledge they are bound by Section 5 of this Agreement and each of the undersigned represents and warrants that they have reviewed the applicable Bylaws, Rules and Regulations, and/or Policies related to the Data and that they have consulted www.mlshelp.com to confirm that they have obtained the current versions of such requirements.

Broker and Broker's Authorized User, if included in this MichRIC Data License Agreement, by signing below agree to the terms and conditions of this MichRIC Data License Agreement.

<mark>Broker</mark>   <mark>Broker's Authorized User</mark>

_____   _____
<mark>Signature</mark>   <mark>Signature</mark>

_____   _____
<mark>Title</mark>   <mark>Title</mark>

_____   _____
<mark>Date</mark>   <mark>Date</mark>

<mark style="color:red">Both Principal Broker and Agent signatures required</mark>

ASSOCIATION/MLS SIGNATURE PAGE TO MichRIC DATA LICENSE AGREEMENT

Association/MLS Name:_____

Broker Name: _____

Association/MLS Participant Office Name: _____

Association/MLS Participant Office ID: _____

Check the box that applies below:

Association/MLS approves the request by Broker, _____ (Broker's Name), to access the type of Data on the MichRIC CIC as described on the Broker Signature and Information page of the MichRIC Data License Agreement for the purposes stated therein and certifies that Broker is a current MLS Participant in good standing.

Association/MLS approves the request by Broker, _____ (Broker's Name), to have the Broker's Authorized User, _____ (Name of Broker's Authorized User) access the type of Data on the MichRIC CIC as described on the Broker Signature and Information page of this MichRIC Data License Agreement for the purposes stated therein and certifies that Broker is a current MLS Participant in good standing.

Association/MLS approves the request by Broker, _____ (Broker's Name), to have the Vendor, _____ (Name of Vendor) access the type of Data on the MichRIC CIC as described on the Broker Signature and Information page of this MichRIC Data License Agreement for the purposes stated therein and certifies that Broker is a current MLS Participant in good standing.

The undersigned Association/MLS hereby agrees to notify MichRIC within five (5) business days if Broker is no longer a member of the undersigned Association/MLS or if Broker is no longer in good standing with the undersigned Association/MLS.

Agreed to on behalf of Association/MLS by:

_____

Signature

_____

Print Name

_____

Title

_____

Date

Exhibit "A"

VENDOR ADDENDUM AGREEMENT

NOTE TO VENDOR: Be sure to enter into this MICHRIC Data License Agreement with MichRIC and every real estate broker to which you provide services. If you sign only one Agreement and that Broker's access to the MichRIC CIC Data is terminated, you will not be able to get the data for your other clients.

This Addendum made and entered into as of _____, 20___, by and between _____ (Broker or Broker's Authorized User) ("Broker") and _____Constellation Web Solutions_____("Vendor"), located at 6737 West Washington St, Suite 2120, West Allis, WI 53214_____(Vendor's Address), in the manner following:

BACKGROUND

This Addendum is intended to supplement and carry out the MichRIC Data License Agreement (the "Agreement") by and between MichRIC, Association/MLS, Broker, Broker's Authorized Users, and Vendors. Initially capitalized terms used, but not otherwise defined, herein shall have the meaning given them in the Agreement.

Broker shall obtain Data from MichRIC pursuant to the Agreement, and MichRIC is only willing to provide Broker access to the Data if Broker causes this Addendum to be entered with any Vendor which Broker uses or with whom they contract for services. It is the intention that MichRIC be a third party beneficiary of this Addendum.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is expressly agreed by and between the parties hereto as follows:

1. <u>Submission to Agreement.</u> Vendor has read and understands the Agreement and the applicable Bylaws, Rules and Regulations, and/or Policies of the Association/MLS and agrees to abide by the terms and conditions of the Agreement and the Bylaws, Rules and Regulations, and/or Policies of the Association/MLS when using and accessing the Data and/or providing services to Broker. If the terms in any service agreement between Broker and Vendor conflict with Agreement and/or the Bylaws, Rules and Regulations, and/or Policies of the Association/MLS, such conflicts will be resolved by giving priority to such documents in the following order: Bylaws, Rules and Regulations, and/or Policies of the Association/MLS; Agreement; and service agreement between Broker and Vendor. Vendor represents and warrants that they have reviewed the applicable Bylaws, Rules and Regulations, and/or Policies related to the Data and that they have consulted www.mlshelp.com to confirm that they have obtained the current versions of such requirements.

2. <u>Importation.</u> Broker grants Vendor a license to import the MichRIC CIC Data into (Fill in software) Wrecks/1.0 (RETS User Agent), to use Data in products or services provided by Vendor to Broker. Except as provided herein or in the Agreement, Vendors shall make no other copies, electronic or otherwise, of the Data.

3.   Assignment. Neither Vendor's rights under this Addendum nor Vendor's rights under the Agreement may be assigned in whole or in part, nor may any performance hereunder be delegated by either party without the prior written consent of Broker and MichRIC.

In Witness Whereof, the undersigned have executed this Agreement on the day and year set forth above.

Client signature required

_____   _____
Vendor Signature   <mark>Broker/Broker Authorized Signature</mark>

 Daniel Dlhy
_____   _____
Print Name   <mark>Print Name</mark>

 7/6/2015
_____   _____
Date   <mark>Date</mark>

Vendor Name:_Constellation Web Solutions___

Vendor Contact Name:_Daniel Dlhy_____

Vendor Phone: __425-636-6910_____

Vendor Fax:__866-299-4385_____

Vendor E-mail address: __brokersolutions@constellationws.com_____

KZLIB:597321.9\122381-00001
01/26/09