Listing Content License Agreement

A. PARTIES

This agreement is by and between the following parties:

RMLS™

1. The Regional Multiple Listing Service, Inc., a Multiple Listing Service ("RMLS™"), and

SERVICE PROVIDER

2. _____("Licensee"),
    (Service Provider)

a company providing Internet display services to Participant, including an Affiliated Vow Partner ("AVP").

Company Website: _____

Primary Contact Name: _____ Code: _____

Phone #: _____   Fax #: _____

Email Address: _____

2nd Contact Name:_____ Email Address:_____

PARTICIPANT (For definition see page 6)

3. _____ , ("Participant", or if
    (Participant)

this Agreement does not include a Service Provider in Item 2 above, "Licensee"), including all branch offices.

Email Address:_____ Broker Code: _____

Office Phone #: _____   Office Fax #: _____

B. LISTING CONTENT DESCRIPTION

Participant please mark applicable selections below:

IDX: Internet Data Exchange - A set of ACT/BMP/SSP/PEN/POP and limited SLD/SNL listings from IDX Participants. RMLS™ IDX rules are detailed in the RMLS™ Internet Policy Section II and III. Currently approved IDX fields are listed on Appendix B of the RMLS™ Internet Policy.

URL(s) of display (required): _____

<u>Note:</u> For any Subscriber(s) to display IDX content on a separate URL, the Participant, Licensee and Subscriber(s) must sign a separate Addendum A: Auth. for Subscriber.

For RMLS™ Use Only

Date Received: _____   Date Processed: _____

IDX URL _____

#VOW URL: _____

BSF   INTRNL   ENHNCD   AVM   Initials: _____

VOW: Virtual Office Website - All RMLS™ listings except those where sellers have opted out of Internet display. RMLS™ VOW rules are detailed in the RMLS™ Internet Policy, Section IV.

URL(s) of display (required): _____

Note: For any Subscriber(s) to display VOW content on a separate URL, the Participant, Licensee and Subscriber(s) must sign a separate Addendum A: Authorization for Subscriber.

Broker Specific: A set of only the requesting Participant's listings, which may include all available fields. RMLS™ Broker Specific rules are in the RMLS™ Internet Policy Section V. See Schedule A for fee structure.

Internal Use: A set of all available listings which may be used by Participant for internal purposes only, and may not be displayed on the Internet or forwarded to any other person for any purpose. See Schedule A for fee structure. Additional information may be required.

Third Party Enhanced Data: Listing content to drive third party applications. See Schedule A for fee structure. Additional information will be required. Please check one of the following two options:

Consumers receive database information (Internet Policy Rules Apply)

Agent/Broker only access to listings and application

URL(s) of display (if applicable): _____

AVM (Automated Valuation Model): A set of all available listings which may be used to create a product that provides automated real property valuations using mathematical modeling combined with a database. The AVMs or licensed data may be displayed only on website(s) that are under direct control of the Participant. The AVMs can be provided to Participant's customers and clients (end users) having an interest in automated reports on property valuation or market conditions. A sample copy of AVM report or product must be attached to this Agreement and additional information may be required.

For All Data Feeds: Use of RMLS™ listing photos shall be subject to RMLS™ Rules and Regulations Section 10: Ownership of Data, Copyrights and Internet Policy.

Please fax all of these forms to 503-230-0689 or email completed forms to ds@rmls.com. Written notice hereunder may be given by fax or email to the fax numbers or email addresses stated herein or hereafter by further notice.

THE PARTIES AGREE:

1. **DEFINITIONS**.

1.1. Listing Content means listing information provided by Participants to RMLS™ and aggregated and distributed by RMLS™ to Participants, except for any listing for which the seller has withheld permission for Internet display. Listing Content includes information about active and off-market listings. The specific fields of information included within Listing Content are determined by the type of data feed selected by the Participant, as more particularly set forth in the RMLS™ Rules and Regulations and Internet Policy.

1.2 Participant means any REALTOR® who is a principal, partner, corporate officer or branch office manager acting on behalf of a principal who participates in the RMLS™ 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 separately receives and displays Listing Content with the principal's consent, as provided on any attached Addendum A.

1.3. Virtual Office Website ("VOW") means an RMLS™ 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 RMLS™ Listing Content, subject to the Participant's oversight, supervision, and accountability.

2.   SELECTION OF LISTING CONTENT. Participant hereby requests the form of Listing Content designated in Section B above:

3.   GRANT OF LICENSE. RMLS™ hereby grants Licensee a revocable, royalty-free, nonexclusive license, limited strictly to the scope and purpose herein specified, to access and display RMLS™ Listing Content, subject to the RMLS™ Internet Policy and RMLS™ Rules and Regulations, as they may be adopted and amended from time to time.

4.   LICENSE FEES AND PAYMENT. Licensee shall pay RMLS™ the license fees described on the attached Schedule A (the "License Fees"). If this Agreement involves a third-party service provider as Licensee, the Participant hereby irrevocably guarantees prompt payment of all License Fees hereunder, and the acceptance by RMLS™ of payment of License Fees from time to time by the third-party service provider Licensee shall in no way relieve Participant from liability for the same.

5.   RULES AND POLICIES; NO RIGHTS TO LISTING CONTENT.   Neither Licensee nor Participant hereby acquires any right, title or interest in or to the RMLS™ Listing Content, or any portion thereof whatsoever, except solely for the limited license expressly provided for herein. Licensee agrees that the RMLS™ Listing Content is and shall remain the sole exclusive property of RMLS™, and that RMLS™'s rights in and with respect to the RMLS™ Listing Content (including, without limitation, the right of RMLS™ to limit the scope, nature, and extent of the license herein granted to Licensee) exist independently of, and in addition to, any copyright RMLS™ may have in the RMLS™ Listing Content. Licensee's sole rights in relation to the RMLS™ Listing Content arise under and are limited to the terms and provisions of this Agreement, and Licensee is not a third party beneficiary of any rule or regulation of RMLS™ or any agreement RMLS™ may have with any other party, including, without limitation, any such agreement with Participant. Use of the Listing Content by Participant and Licensee shall comply in all respects with the RMLS™ Internet Policy and RMLS™ Rules and Regulations.

6. ACCESS PROCEDURE. Access to RMLS™ Listing Content shall be by such equipment and procedures as RMLS™ may prescribe by reasonable notice from time to time in its sole discretion.

7. LISTING CONTENT SECURITY.   Licensee shall not enter into any license, sublicense, access, or other agreement or arrangement, the effect of which would allow access to the RMLS™ Listing Content or any portion thereof, to any party other than Participant and its subscribers in conformance with the terms of this Agreement. Licensee will not subcontract, assign, delegate or otherwise transfer any right or obligation under this Agreement without the written consent of RMLS™, which consent may be withheld or conditioned at the sole discretion of RMLS™.

8. ADMINISTRATIVE REPORTING. Licensee shall provide RMLS™ with monthly administrative reports identifying all Participants for whom Licensee is providing services, and describing such services. Such reports must include a list of all URL(s) on which RMLS™ Listing Content appear, including URL(s) of subscribers where data display has been authorized by their Participant. The inclusion of a URL on such reports does not constitute permission from RMLS™ for the display of RMLS™ Listing Content on such URL; such permission shall only be given in writing by a duly authorized representative of RMLS™.

9. INDEMNITY. Participant and Licensee shall indemnify, defend, and hold harmless RMLS™, its participants and subscribers, and their respective successors and assigns against any and all damages, losses, liabilities, expenses, demands, claims, and actions, including reasonable attorneys' fees and court costs arising out of or connected with the use by Participant or Licensee of RMLS™ Listing Content, or otherwise caused by their respective breach of any of the terms of this Agreement.

10. NO WARRANTIES. The license granted under this Agreement, including, without limitation, all Listing Content, is provided AS IS, and RMLS™ disclaims any and all warranties, express or implied, including, without limitation, any implied warranties or merchantability or fitness for a particular purpose.

11. CHANGES TO RMLS™'s SERVER. RMLS™ shall not be obligated to make any changes to its servers, any software running on its servers, the configuration, applicable protocols or any other aspect of RMLS™'s computer equipment for any reason. Participant and Licensee acknowledge that the RMLS™ server and RMLS™ Listing Content may be unavailable to them from time to time, whether because of technical failures or other interruptions, intentional downtime for service or changes to the RMLS™ system or otherwise. Participant and Licensee agree that no modification of the RMLS™ server, software or any other aspect of its computer system, including, without limitation, configuration

of RMLS™ Listing Content, shall constitute a default under this Agreement by RMLS™, regardless of whether it results from time to time in loss of access to the RMLS™ Listing Content.

12. TERM AND TERMINATION. The term of this Agreement shall begin upon its execution by all applicable parties, and shall terminate upon written notice from RMLS™ effective immediately upon the occurrence of any of the following events:

12.1 Licensee giving RMLS™ written notice of the termination;

12.2 Participant giving notice to RMLS™ that it no longer intends to display the RMLS™ Listing Content on the VOW, IDX or other website herein authorized;

12.3 Participant giving notice to RMLS™ that it no longer intends to use Licensee's technology to create and deliver AVMs to End Users;

12.4 If Licensee is a third party service provider, Licensee being no longer designated to provide services to Participant;

12.5 Participant ceasing to remain a Participant in RMLS™;

12.6 Licensee accessing or downloading Listing Content in an unauthorized manner; or that hinders the ability of other RMLS™ Participants and Licensees to access, download, or use the Listing Content;

12.7 Participant or Licensee violating RMLS™ Internet policy or RMLS™ rule or regulation and failure to cure such violation within ten (10) day of written notice; or

12.8 Participant or Licensee failing to make required payments to RMLS™.

RMLS™ acknowledges and agrees that it may not suspend or terminate Licensee's access to Listing Content for reasons other than those that would allow RMLS™ to suspend or terminate Participant's access to data or without giving Licensee and Participant prior notice of the process set forth in the applicable provisions of the RMLS™ Rules and Regulations for suspension or termination of Participant's access.

13. LIMITATION OF LIABILITY. To the fullest extent available under applicable law, RMLS™'s entire and cumulative liability to Participant or Licensee, or to 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 RMLS™ Listing Content, including any tort, such as negligence, shall not exceed an amount equal to the license fee paid to RMLS™ under this Agreement during the one (1) year period immediately preceding the date on which the claim accrued. Without waiving the limitations set forth in this Agreement, in no event shall RMLS™ be liable for any indirect, incidental, consequential, special, or exemplary damages or lost profits, even if RMLS™ has been advised of the possibility of such damages.

14. DUTY TO ADVISE IF INFORMATION CHANGES. Participant and Licensee shall advise RMLS™ of any change in the information provided in this Agreement, including, but not limited to, names, addresses, and contact information. The failure to timely advise RMLS™ of such changes may result in the termination of this License without further notice.

15. ATTORNEYS' FEES; INJUNCTIVE RELIEF. If suit or action shall be filed to enforce any of the terms or provisions of this Agreement, the prevailing party shall be entitled to attorneys' fees in such suit or action and in any appeal therefrom, including, without limitation, attorneys' fees incurred by the prevailing party in pre-litigation consultation, good faith settlement negotiation, or collection or post-judgment enforcement proceedings. The parties agree that, in the event of a breach of this Agreement by Participant or Licensee, RMLS™ will not have adequate remedies at law. Accordingly, preliminary and permanent injunctive relief may be issued without need for bond, and without the need for showing financial loss.

16. APPLICABLE LAW. This Agreement shall be interpreted and enforced in accordance with the laws of the state of Oregon.

17. EFFECTIVE DATE. This Agreement is not effective until it has been signed by all parties to the agreement, including Licensee and Participant or Participants, as appropriate and an authorized representative of RMLS™.

18. SURVIVAL. Sections 5, 9, 13, 15, and 16 shall survive termination or expiration of this Agreement.

David Daly

_____   _____
Print Name of Licensee (Service Provider)   Signature of Licensee   Date

_____   _____
Print Name of Participant   Signature of Participant   Date

_____   _____
Print Name of Authorized RMLS™ Representative   Signature of Authorized RMLS™ Representative   Date

SCHEDULE A

RMLS™ LISTING CONTENT LICENSE FEES

* MONTHLY DATA ACCESS FEES (all data access except VOW)

Basic Listing Content License Fees VIA RETS (IDX; Broker Specific Feeds)
- A $50 non-refundable monthly access fee per Firm, OR
- A $300 non-refundable monthly access fee (to serve an unlimited number of Firms)

Enhanced Listing Content License Fees VIA RETS (Internal; Enhanced; AVM Feeds)
- A $100 non-refundable monthly access fee per Firm, OR
- A $600 non-refundable monthly access fee (to serve an unlimited number of Firms)

* VOW FEES (in addition to any other applicable Data Service fees)
- $25 Set Up Fee for each party to a VOW Database Access Agreement (whether they be AVP, Firm or Subscriber)
- $50/month for each VOW website, billed to the party who receives the data (Firm, Subscriber or AVP)

*Including any applicable tax.

SERVICE PROVIDER/LICENSEE

A service provider is a web developer that processes listing data for the Participant. In other words, a service provider is anyone who does work on your web site on your behalf.

PARTICIPANT

A Participant is the Principal Broker of any RMLS™ subscriber firm, partnership or corporation who participates in RMLS™ by agreeing to conform to the Rules and Regulations.

RMLS™ REPRESENTATIVE

RMLS™ staff from the Distribution Services Department.

SUBSCRIBER

A subscriber is a non-participant broker or sales licensee in an RMLS™ Participant's office.

Addendum A to Listing Content License Agreement
Authorization for Subscriber

RMLS

This form must be signed by the Participant, Licensee (if other than the Participant), and any Subscriber who wishes to receive listing content from RMLS™ and to display such content on an IDX site or VOW on a URL different from that of the Participant. NOTE: If the Subscriber is merely framing the Participant's website, this form is not necessary. The Subscriber must comply with all aspects of the RMLS™ internet policy and rules and regulations, and with all the terms and provisions of the Listing Content License Agreement.

LICENSEE (SERVICE PROVIDER) INFORMATION

Company Name: __Constellation Web Solutions_____

PARTICIPANT INFORMATION

Full Name: _____

Office Name: _____ Broker Code:_____

Email Address: _____

Office Phone: _____ Office Fax: _____

SUBSCRIBER INFORMATION Subscriber in Oregon is the non-participant Broker - Subscriber in Washington is the agent.

Subscriber Name _____

Subscriber Website URL(s) **REQUIRED**:

_____

Subscriber Public ID: _____ Broker Code:_____

Phone #: _____ Fax #: _____

Email Address: _____

PLEASE NOTE

Subscriber websites may display IDX/VOW content and searches only under the following circumstances:

- Participant must be a participant in the RMLS™ IDX program, regardless of whether Participant has a website, in order for Subscriber to display IDX data.
- Subscriber's website must retain Participant branding.
- If the Subscriber transfers to a new firm, this agreement (including Subscriber's right to receive and display Listing Content) is automatically terminated until a new Listing Content License Agreement and Authorization for Subscriber is signed by the new Participant, RMLS™, Licensee, and Subscriber.

Subscriber is hereby authorized to use the Listing Content authorized by the Listing Content License Agreement in strict compliance with all terms and provisions hereof.

_____   _____   _____
Print Name of RMLS™ Participant   Signature of RMLS™ Participant   Date

_____   _____   _____
Print Name of RMLS™ Subscriber   Signature of RMLS™ Subscriber   Date

Dan Dlhy   *Dan Dlhy*   _____
Print Name of RMLS™ Licensee   Signature of RMLS™ Licensee   Date
(Service Provider)

Please fax this form to 503-230-0689 or email to ds@rmls.com