

SUMMIT MLS, INC. **Compliance Agreement**

THIS COMPLIANCE AGREEMENT (the "Agreement") is made and entered into on _____, 20__ (the "Effective Date") by and between Summit MLS, Inc., a Colorado corporation (the "Summit MLS"), the party or parties whose name and contact information appear on the Signature Page of this Agreement designated "Participant Information and Signature" (the "Participant"), and the company or individual whose name and contact information appear on the Signature Page of this Agreement designated Affiliated VOW Partner ("Vendor") (Participant and Vendor are sometimes collectively referred to herein as "Licensee").

RECITALS

- A. Summit MLS maintains a data collection and dissemination system regarding property listing information, referred to as a Multiple Listing Service (the "MLS");
- B. Participant is participating in the MLS pursuant to the Rules, as defined in Section 1.1(f) of this Agreement;
- C. Participant wishes to obtain and Summit MLS wishes to provide MLS Listing Information, as defined in Section 1.1(d) of this Agreement, for use on Participant's Website;
- D. Vendor is an internet service provider who also provides web site designing and hosting services and is designing and/or hosting the Participant's Website;
- E. Participant wishes to engage Vendor to operate Participant's Website on behalf of Participant and subject to Participant's supervision, accountability, and compliance with the Summit MLS's Rules, as defined in Section 1.1(f) of this Agreement; and
- F. Vendor wishes to and has or will enter into an agreement with Participant to operate Participant's Website, and seeks to obtain access to the MLS Listing Information for such purpose.

NOW THEREFORE, in exchange for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Summit MLS, Participant, and Vendor agree as follows.

ARTICLE I **DEFINITIONS**

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

- a. "Vendor" means an entity or person designated by a Participant to operate a Website on behalf of the Participant, subject to the Participant's supervision, accountability, and compliance with the Rules. For purposes of this Agreement, the Vendor is the company or individual(s) whose name and contact information appear on the Signature Page of this Agreement in the Section designated "Vendor Information and Signature".
- b. "Summit MLS Server" means the computer server or servers, including both hardware and software, maintained by Summit MLS which contains the MLS Listing Information and provide or provides the means for participants to access the MLS Listing Information.

c. “Confidential Information” means information or material proprietary to a party or designated “confidential” by the party and not generally known to the public that the other parties may obtain knowledge of or access to as a result of this Agreement. Confidential Information includes, but is not limited to, the following types of information (whether in oral, visual, audio, written or other form): (a) all MLS Listing Information, except to the extent to which this Agreement and the Rules permit its disclosure; (b) IP addresses, access codes and passwords; (c) any information that Summit MLS obtains from any third party that Summit MLS treats as proprietary or designates as Confidential Information, whether or not owned or developed by Summit MLS; (d) any information designated as confidential or private by any applicable state, federal, local or other law, regulation or directive; and (e) any claims or evidence presented by any party in any arbitration under this Agreement. Confidential Information does not include information that is or becomes publicly available by other than unauthorized disclosure by the receiving party; received from a third party who has obtained and disclosed it without breaching any confidentiality agreement; or already possessed by the receiving party at the time of its disclosure.

d. “MLS Listing Information” means active listing information provided by participants of the Summit MLS’s MLS to the Summit MLS and aggregated and distributed by the Summit 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.

e. “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 Summit MLS by agreeing to conform to the rules and regulations thereof. A “Participant” may also be a non-principal broker or sales licensee affiliated with a principal who operates Participant’s Website 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”.

f. “Rules” refers to the Summit MLS rules and regulations and all attachments and exhibits thereto, as amended from time to time; any applicable access standards and technology standards; and any operating policies (including but not limited to the Internet Data Exchange Policy) relating to the MLS Listing Information.

g. “Website” refers to a Summit 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.

ARTICLE II LICENSE

2.1 License Grant. Subject to the terms and conditions of this Agreement, the Summit MLS hereby grants to Licensee a limited, revocable, non-exclusive license to receive from Summit 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 Website. Licensee shall identify the data fields that Licensee is requesting from Summit MLS on Schedule A, which is attached hereto and incorporated herein by

reference.

2.2 Limitations on License. Except as expressly set forth in this Agreement, Licensee 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 Website 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. Participant and Vendor agree to take all reasonable steps necessary to protect the MLS Listing Information from unauthorized access, distribution, copying or use.

2.3 License Fees and Payment; Participant as Guarantor of Payment by Vendor; Expenses. In consideration for the license granted under this Agreement, Vendor agrees to pay to MLS the license fee and other fees described on the attached Schedule B to this Agreement (collectively referred to herein as the "Fees"). The Fees shall be payable as provided on Schedule B. If Vendor fails to make any payment when due, Participant agrees to pay and shall be held jointly and severally liable for any such amounts. Participant agrees to pay all costs of collection of all unpaid amounts owing to Summit MLS under this Agreement, including reasonable attorneys' fees and costs. Vendor shall be responsible for its own expenses and costs under this Agreement, and Summit MLS shall have no obligation to reimburse Vendor for any expenses or costs incurred by Vendor in the exercise of Vendor's rights or the performance of Vendor's duties under this Agreement. The Fees may be increased or decreased in the sole and absolute discretion of Summit MLS. In the event Summit MLS elects to increase or decrease any of the Fees, Summit MLS shall provide Participant and Vendor five (5) days prior written notice of any such change in the Fees.

2.4 Deposit. To secure Vendor's obligations hereunder, Vendor agrees to deliver to Summit MLS a refundable deposit described on the attached Schedule B to this Agreement (the "Deposit"). The Deposit shall be held by Summit MLS during the term of this Agreement in a non-interest bearing bank account, which Deposit may be comingled with other similar deposits being held by Summit MLS. Upon the natural expiration of this Agreement, the termination of the Agreement by Summit for convenience, or the termination of the Agreement pursuant to Sections 5.2.1, 5.2.2, 5.2.3, 5.2.4, 5.2.9 or 5.2.10, the Deposit shall be refunded to Vendor within ten (10) business days of such termination. In the event Summit MLS determines in its sole and absolute discretion that Vendor has breached a term or condition of this Agreement, in addition to any and all other rights and remedies that Summit MLS may have regarding such breach, Vendor agrees that the Deposit shall be forfeited and Summit MLS shall have the right to immediately take possession of the Deposit; Summit MLS shall provide Vendor with written notice within five (5) days of taking possession of the Deposit as a result of any such breach. Vendor acknowledges and agrees that that Deposit is not intended to be construed as any form of liquidated damages.

ARTICLE III COMPLIANCE

3.1 Rules. Participant and Vendor hereby acknowledge that Summit MLS has provided each with a copy of the Rules. Participant and Vendor agree to be bound by and comply with the Rules, including any exhibits, attachments and amendments thereto. Participant and Vendor acknowledge and agree that: (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; and (b) Summit MLS may modify the Rules at any time, in its sole discretion. Participant and Vendor agree and acknowledge that delivery of instructions for accessing electronic copies of the Rules and/or modifications to the Rules shall be

sufficient to satisfy the requirements under this Section 3.1.

3.2 Means of Accessing the MLS Listing Information. Access by Participant and Vendor to the MLS Listing Information shall be exclusively by the means, including the format and method of delivery, designated by Summit MLS. Summit MLS may, in its sole discretion and upon ten (10) days prior written notice to Participant and Vendor, change the means and nature of accessing the MLS Listing Information.

3.3 Authorization to Access the MLS Listing Information. Vendor hereby acknowledges and agrees that (a) Vendor has no independent participation rights in the Summit MLS by virtue of the license granted hereunder; (b) Vendor shall not use MLS Listing Information except in connection with operation of Participant's Website pursuant to this Agreement; and (c) access by Vendor to MLS Listing Information is derivative of the rights of Participant.

3.4 Summit MLS Access to the Website. Participant shall at all times make Participant's Website readily accessible to Summit MLS and to all Summit MLS participants for purposes of verifying compliance with the Rules. Participant's Website is accessible to Summit MLS at the following URL (include any necessary third-level domain names): _____.

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

3.6 Disclosure of Vendor Services. In consideration of the license granted hereunder Vendor, upon request by Summit MLS, agrees to immediately provide Summit MLS with a list identifying the participants of the Summit MLS for whom Vendor is either designing and/or hosting as a secure site such participant's Website.

3.7 Vendor Information. In conjunction with the execution of this Agreement, Vendor shall complete the questionnaire set forth on Schedule D, attached hereto. Additionally, Vendor agrees to provide Summit MLS, or its agent, with any information or access requested in order to verify compliance with this Agreement, including security requirements described in Schedule E, attached hereto, within two business days following a written request from Summit MLS.

3.8 Audit. Vendor acknowledges and agrees that Vendor may be audited by Summit MLS at any time during the Term to confirm Vendor's compliance with this Agreement and the Rules. Vendor agrees to fully cooperate with Summit MLS during any such audit. In the event an audit reveals a violation of this Agreement or the Rules, Vendor will receive notification of such violation via email correspondence at the email address specified on the signature page attached hereto, and Summit MLS may: (a) elect to immediately terminate this Agreement; or (b) provide Vendor with three (3) business days to implement a corrective action plan approved by Summit MLS to remedy any such violation.

3.9 System Optimization. Vendor represents, warrants, and agrees that Vendor will use its best efforts to optimize any technological application utilized by Vendor to minimize the system resource

requirements on Summit MLS's system infrastructure. In the event Summit MLS determines in its subjective discretion that any technological application being utilized by Vendor is adversely impacting Summit MLS's system infrastructure and/or impacting services to other subscribers of vendors of Summit MLS, Summit MLS shall provide notification of such inefficiency to Vendor via email correspondence at the email address specified on the signature page attached here. Upon receipt of such notification, Vendor shall have three (3) business days to implement a corrective action plan approved by Summit MLS to remedy any such inefficiency. In the event the corrective action plan is not approved by Summit MLS and/or implemented by Vendor, Summit MLS may immediately terminate this Agreement.

3.10 Website Statistics. Licensee acknowledges and agrees that Licensee will place Summit MLS provided computer code in the Participant's Website if requested in writing by Summit MLS for the purpose of providing Summit MLS with a mechanism to compile statistics about Internet activity related to the Participant's Website and how the MLS Listing Information is viewed and visited within the Participant's Website. Licensee acknowledges and agrees that Summit MLS may utilize a third party of Summit MLS's choice to manage the computer code and website statistics analysis.

ARTICLE IV OWNERSHIP

4.1 Ownership of Intellectual Property. Licensee acknowledges and agrees that the MLS Listing Information is proprietary intellectual property of Summit MLS, may consist of information for which Summit MLS has sufficient rights to grant this license, and is protected under United States copyright law. Licensee 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 the exclusive property of Summit MLS. This Agreement does not convey or grant to Licensee 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. Licensee agrees that it will not challenge or take any action inconsistent with Summit MLS's ownership of or rights to the MLS Listing Information as described herein.

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

4.3 Proprietary and Other Notices. Licensee 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. Licensee 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 the Summit MLS.

ARTICLE V TERM AND TERMINATION

5.1 Term. The term of the Agreement shall commence on the "Effective Date," and will continue in effect for one (1) year (the "Term"). The Term shall automatically renew for successive one-year periods

until either party notifies the other in writing of its intent not to renew at least ten (10) days prior to expiration of the then-current term.

5.2 Termination. In addition to the termination provisions set forth in the Rules and any other termination provisions set forth in the Agreement, Summit MLS terminate this Agreement for convenience upon thirty (30) days prior written notice to Vendor and Participant. Summit MLS may terminate this Agreement effective immediately upon the occurrence of any of the following events:

- 5.2.1. Vendor giving Summit MLS and Participant written notice that Vendor will no longer provide services to Participant;
- 5.2.2. Participant giving notice to MLS that it no longer intends to display the MLS Listing Information on the Participant's Website;
- 5.2.3. Vendor being no longer designated to provide services to Participant;
- 5.2.4. Participant ceasing to remain a participant in the MLS;
- 5.2.5. Vendor accessing or downloading data in a manner not authorized for Participants that hinders the ability of Participants to download data;
- 5.2.6. Participant or Vendor violating the Rules;
- 5.2.7. Participant or Vendor failing to make required payments to the Summit MLS;
- 5.2.8. Participant or Vendor breaching this Agreement;
- 5.2.9. Summit MLS ceases operations; or
- 5.2.10. Summit MLS ceases to provide the MLS.

5.3 Rights and Duties Upon Termination. Upon the termination of this Agreement for any reason, Participant and Vendor agree to take whatever actions necessary to comply with the provisions of the Rules relating such termination. In addition, the parties hereby agree to abide by the surviving terms of this Agreement.

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

ARTICLE VI WARRANTIES, INDEMNIFICATION AND LIMITATION OF LIABILITY

6.1 NO WARRANTIES. SUMMIT MLS MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE LICENSES GRANTED UNDER THIS AGREEMENT, THE MLS LISTING INFORMATION OR ANY PRODUCT OR ITEM DEVELOPED BASED ON THE MLS LISTING INFORMATION. SUMMIT MLS DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND FREEDOM FROM INFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUMMIT MLS MAKES NO WARRANTY OR GUARANTEE (A) THAT USE OF THE MLS LISTING INFORMATION OR PRODUCTS OR SERVICES ASSOCIATED OR IN CONNECTION WITH THE MLS LISTING INFORMATION WILL BE ERROR FREE, (B) REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE MLS LISTING INFORMATION, OR (C) REGARDING THE COMPLETENESS, ACCURACY, RELIABILITY OR QUALITY OF ANY INFORMATION, CONTENT, DATA, SERVICE OR ADVICE PROVIDED WITH, ON OR CREATED THROUGH THE MLS LISTING INFORMATION. FURTHER, SUMMIT MLS MAKES NO WARRANTY OF ANY KIND THAT ANY ITEM, PRODUCT OR SERVICE DEVELOPED BASED ON THE MLS LISTING INFORMATION, OR ANY PORTION OF IT, WILL NOT INFRINGE ANY COPYRIGHT, PATENT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHT OF ANY PERSON OR ENTITY IN ANY COUNTRY.

6.2 Representations and Warranties of Licensee. Licensee represents and warrants to Summit MLS as follows: (a) this Agreement, when executed by Licensee, will be valid, binding and enforceable with respect to Licensee in accordance with its terms; (b) 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 such party is bound; (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; and (d) that the grant of the license to Licensee and the fulfillment of Licensee's obligations as contemplated under this Agreement are proper and lawful.

6.3 Indemnification. Participant and Vendor will indemnify and hold harmless Summit 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 (a) the Participant or Vendor's execution of this Agreement; (b) the use or display of the MLS Listing Information or any parts or files of the MLS Listing Information by the Participant or Vendor or any employee, agent or affiliate of the Participant or Vendor; (c) the Participant's participation in the Summit MLS; (d) Vendor's access to the MLS Listing Information; or (e) the Participant or Vendor's breach 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. Summit MLS shall have the right to control its own defense and engage legal counsel acceptable to Summit MLS.

6.4 Payment of Fees. Participant agrees to pay all costs of collection of all unpaid amounts owing to Summit MLS under this Agreement, including reasonable attorneys' fees and costs.

6.5 Participant As Surety. Participant shall stand as a surety for Vendor's performance under this Agreement.

6.6 Limitation of Liability. TO THE FULLEST EXTENT AVAILABLE UNDER APPLICABLE LAW, SUMMIT MLS'S ENTIRE AND CUMULATIVE LIABILITY TO LICENSEE, 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 FEES PAID TO SUMMIT 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 SUMMIT MLS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES OR LOST PROFITS, EVEN IF SUMMIT MLS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

ARTICLE VII CONFIDENTIAL INFORMATION

7.1 Confidentiality. The Participant and the Vendor acknowledge and agree that the MLS Listing Information constitutes confidential and proprietary information belonging solely to Summit MLS. The Participant and the Vendor shall hold confidential and shall not, directly or indirectly, disclose, publish or use for the benefit of any third party or itself, except in carrying out this Agreement, as permitted by the Rules, or as required by law or legal process, any part of the MLS Listing Information without first having obtained Summit MLS's prior written consent to such disclosure or use even if such confidential

information was acquired prior to the date of this Agreement. The obligations of confidentiality under this Agreement shall survive the termination of this Agreement. **Licensee certifies that the MLS Listing Information that the Summit MLS provides to Licensee will reside in a secure location while in Licensee's custody and that Licensee will make its best efforts to ensure that it is not disclosed to unauthorized third parties.**

7.2 Disclosure. In the event of disclosure to any third party of the MLS Listing Information in violation of this Agreement or the Rules, the disclosing party agrees to immediately notify and advise Summit MLS of the details of such disclosure in writing. Further, the disclosing party agrees that any such disclosure or other breach of the terms of this Agreement shall cause and continue to cause irreparable harm to Summit MLS, and Summit MLS Listing Information shall be entitled to equitable relief, in addition to all other remedies at law, including, without limitation, specific performance, temporary restraining order, and preliminary and permanent injunction to restrain any further disclosure of the MLS or other breaches of this Agreement. The Participant and the Vendor hereby waive any requirement for posting a bond or other undertaking in connection with any equitable remedy.

7.3 Return of Confidential Information. Within five (5) days after termination of this Agreement, the Vendor shall return to Summit MLS all Confidential Information of the Summit MLS, including all access codes used to access MLS Listing Information. Vendor shall also erase or destroy any Confidential Information stored on magnetic media or other computer storage. An officer of the Vendor party shall certify in writing that all materials have been returned or destroyed.

ARTICLE VIII GENERAL PROVISIONS

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

8.2 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.

8.3 No Joint Venture. Nothing in this Agreement shall be construed to create a partnership or joint venture between Summit MLS and Licensee. No party shall be deemed to be the agent, partner, joint venturer, franchisor, franchisee, or employee of Summit MLS.

8.4 Attorneys' Fees. 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.

8.5 Injunctive Relief. Summit MLS, Participant, and Vendor agree that a breach of this Agreement will result in immediate and irreparable injury and harm to Summit MLS. In such event, Summit MLS shall have the right to immediately terminate Vendor's access to the MLS Listing 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 Summit MLS may have including, without limitation, the right to seek monetary damages.

8.6 Entire Agreement. This Agreement contains the entire agreement between the parties hereto and

may be enforced at law or in equity to the extent necessary.

8.7 Acknowledgment. The parties agree that in entering into this Agreement, they are relying upon their own judgment, belief and knowledge as to all phases of their claims and further acknowledge that no promise, inducement or agreement, or any representations and warranties not expressed herein, have been made to procure their agreement hereto. The parties further acknowledge that this Agreement is contractual and not merely recital, and that they have read, understand and fully agree to the terms of this Agreement.

8.8 Professional Advice. To the extent each deemed necessary by each party, each party to this Agreement has retained such independent legal, tax, accounting and investment advisors of their own choosing for purposes of representing their interests in this Agreement. Each party shall pay all fees and expenses incurred by them or it in connection with the preparation, negotiation and execution of this Agreement.

8.9 Further Assurances. The parties hereto agree that they and each of them will take whatever action or actions as are deemed by counsel to Summit MLS to be reasonably necessary or desirable from time to time to effectuate the provisions or intent of this Agreement, and to that end, the parties agree that they will execute, acknowledge, seal, and deliver any further instruments or documents which may be necessary to give force and effect to this Agreement or any of the provisions hereof, or to carry out the intent of this Agreement.

8.10 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.

8.11 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.

8.12 No Assignment. Neither Participant nor Vendor may assign or otherwise transfer any rights under this Agreement to any party without the prior written consent of Summit MLS. Summit MLS is freely able to assign its rights and obligations under this Agreement to its successors-in-interest, affiliates, related companies and other assigns, and this Agreement shall inure to the benefit, and be the obligation, of such assignee.

8.13 Gender and Headings. Throughout this Agreement, where such meanings would be appropriate, the masculine gender shall be deemed to include the feminine and the neuter and vice versa, and the singular shall be deemed to include the plural and vice versa. The headings herein are inserted only as a matter of convenience and reference, and in no way define or describe the scope of the Agreement, or the intent of any provisions hereof.

8.14 Survival. The obligations of Participant and Vendor under this Agreement shall survive the termination of this Agreement or expiration of this Agreement for a period of three (3) years.

8.15 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. Subject to Summit MLS' rights under Section 2.3, this Agreement may not be amended except in writing signed by Participant, Vendor, and Summit MLS.

8.16 Authority. The representatives of each party to this Agreement hereby warrant and represent they are duly authorized to enter into this Agreement and that each party hereto shall be fully bound by the terms set forth above.

[signature page follows]

SIGNATURE PAGE

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

Summit MLS Information and Signature

Signature

Name, Title
352 Lake Dillon Drive

Street Address
Dillon, CO 80435

City, State, Zip Code
KGifford@SARsummit.com

Email Address
970-468-8700

Phone Number
970-468-8711

Facsimile Number

Participant Information and Signature

Signature

Name, Title

Street Address

City, State, Zip Code

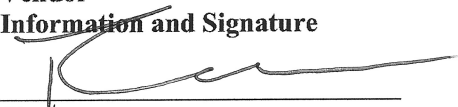
Email Address

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.]

Vendor Information and Signature



Signature
Douglas Greene

Name, Title
1310 E. 17th St.

Street Address
Idaho Falls, Idaho 83404

City, State, Zip Code
dg@proagentwebsites.com

Email Address
801-913-5869

Phone Number
801-618-1602

Facsimile Number
208.53.40.40

IP Address (to be used to access RETS data)

Participant Information and Signature

Signature

Name, Title

Street Address

City, State, Zip Code

Email Address

Phone Number

Facsimile Number

SCHEDULE A

Data Fields

MLS Information licensed hereunder shall include the following data fields (strike those that do not apply):

Residential:

MLS#: Status:, Sub-Type:, List Price: ,List Price per SqFt: , Deed Restricted: , Address: , Will Consider Trade: , Shared Int. For Sale: , # Levels:, Unit Entry Level: County:, Bedrooms: , Full Baths: , 3/4 Baths: , 1/2 Baths: , Year Built: Furnished: , Total Bldg Levels:, Loft Incl Bdrm Count: ,Loft:, Subj to Rent Contr, Add'l Rooms:, Lockoff:, Remarks:,Subd/Complex Name:,Bldg #: ,Unit #:, Units in Complex: ,Right of Refusal:, Right of Ref # Days:, Assoc Fee: , Resort/Neighbhd Fee:, Assoc Fee Incl:, # of Units: , Common Facilities:, Commun. Amenities:,Schedule #:,Zoning:, Area: Parcel #: Lot #: , Block #: , Filing #: , Apx Lot Sq Ft:, Apx Lot Acreage:, Pinned: Lot Sq Ft Source:, Ground Lease:, Access # of Months: Water Src:, Staked: Legal Parcel:,Lot Ownership: View:,GSA:, Accessibility:, Available Utilities:, Documents on File: ,Sewer/Septic: , Apx SF Living Area, Sq. Ft. Source:, Avg Gas Monthly: ,Avg Elec Monthly:,Loft Size: Water Heater Gal:, Total Avg. Mo. Util.:', Water Monthly:, Sewer Monthly:, Appliances:, Floor Coverings:, Laundry:, Interior Features: , Heating:, Water Heating:,Construction:, Roof: , Gar/Prking:,Taxes:, Tax Year:, Transfer Tax:, Existing Mortgage: VA / FHA:, Assumable Mort:, Mortgage Remarks:, Terms: Assessments:, Possession:, Listing Office:, ADOM:, CDOM:, Co-Listing Office:, Virtual Tour; Driving Directions:, idx logo

Land:

MLS#: Status:, Sub-Type:, List Price: ,List Price per SqFt: , Deed Restricted: , Address: , Will Consider Trade: , Shared Int. For Sale: , # Levels:, Unit Entry Level: County:, Bedrooms: , Full Baths: , 3/4 Baths: , 1/2 Baths: , Year Built: Furnished: , Total Bldg Levels:, Loft Incl Bdrm Count: ,Loft:, Subj to Rent Contr, Add'l Rooms:, Lockoff:, Remarks:,Subd/Complex Name:,Bldg #: ,Unit #:, Units in Complex: ,Right of Refusal:, Right of Ref # Days:, Assoc Fee: , Resort/Neighbhd Fee:, Assoc Fee Incl:, # of Units: , Common Facilities:, Commun. Amenities:,Schedule #:,Zoning:, Area: Parcel #: Lot #: , Block #: , Filing #: , Apx Lot Sq Ft:, Apx Lot Acreage:, Pinned: Lot Sq Ft Source:, Ground Lease:, Access # of Months: Water Src:, Staked: Legal Parcel:,Lot Ownership: View:,GSA:, Accessibility:, Available Utilities:, Documents on File: ,Sewer/Septic: , Apx SF Living Area, Sq. Ft. Source:, Avg Gas Monthly: ,Avg Elec Monthly:,Loft Size: Water Heater Gal:, Total Avg. Mo. Util.:', Water Monthly:, Sewer Monthly:, Appliances:, Floor Coverings:, Laundry:, Interior Features: , Heating:, Water Heating:,Construction:, Roof: , Gar/Prking:,Taxes:, Tax Year:, Transfer Tax:, Existing Mortgage: VA / FHA:, Assumable Mort:, Mortgage Remarks:, Terms: Assessments:, Possession:, Listing Office:, ADOM:, CDOM:, Co-Listing Office:, Virtual Tour, Driving Directions:, idx logo

Commercial:

MLS#: Status: Sub-Type: List Price: Low Price: Sold Price: Sold Price/SqFt: Sold Date: Complex/Bldg: County: Comm Prop Type: Space Type: Year Built: Business Name: Business Type: Address: Apx Gross SF: SqFt Source: Prop Mgr Name: Prop Mgr Phone: Remarks: Subdivision: Zoning: Schedule #: Area: Parcel #: Lot #: Block #: Filing #: Land Lease: Apx Lot SqFt: Apx Lot Acres: Lot SF Source: Survey: Soil Report: Eviron Report: Mineral Rights: Water Rights: GSA: Avail Utilities: # of Parkings: Parking Type: Covenants: Assessments: # Floors: Total Units/Rm: Total # Bldgs: # Tenants: % Occupied: Last Renovated: Heating: Passenger Elev: Freight Elev: Air Cond: Ceiling Heights: Loading Area: Max SF Avail: Min SF Available: Date Available: Tenant Imp Allowed: Construction: Roof: Electric Service: Annual Income: Annual Expenses: Net Op Income: Taxes: Tax Year: Transfer Tax: Lease Type: Lease Expires: Lease Terms: Lse Amt (Mo): Lease Rates (Yr): Renewal Option: CAM Fee (Mo): CAM Fee (Yr): CAM Fees

Incl: Lease Options: Yrs in Business: # Employees: Days Open/Wk: Inventory Incl: Equipment Incl: Real Estates Incl: Docs on File: Virtual Tour: Driving Directions: Listing Office: Co-Listing Office: idx logo

Partial:

MLS#: Status: Sub-Type: List Price: Low Price: Sold Price: Sold Price/SqFt: Sold Date: Address: Will Consider Trade: Shared Int. For Sale: # Levels: Unit Entry Level: County: Year Built: Bedrooms: Full Baths: 3/4 Baths: 1/2 Baths: Total Bldg Levels: Loft Incl Bdrm Count: Loft: Furnished: Subj to Rent Contr: Lockoff: Add'l Rooms: MH Manufacturer: Width: Size: # Axles: Ownership Type: Week: Week Remarks: Remarks: Subd/Complex Name: Bldg #: Unit #: Units in Complex: Right of Refusal: Right of Ref # Days: Assoc Fee: Resort/Neighbhd Fee: Assoc Fee Includes: Location: # of Units: Common Facilities: Commun. Amenities: Schedule #: Zoning: Area: Parcel #: Lot #: Block #: Filing #: Apx Lot Sq Ft: Apx Lot Acreage: Pinned: Lot Sq Ft Source: Ground Lease: Access # of Months: Water Src: Staked: Legal Parcel: Lot Ownership: View: GSA: Accessibility: Available Utilities: Documents on File: Sewer/Septic: Apx SF Living Area: Sq. Ft. Source: Water Heater Gall.: Avg Gas Monthly: Avg Elec Monthly: Water Monthly: Sewer Monthly: Total Avg. Mo. Util.: Appliances: Floor Coverings: Laundry: Interior Features: Heating: Water Heating: Construction: Roof: Gar/Prking: Taxes: Tax Year: Transfer Tax: Existing Mortgage: VA / FHA: Assumable Mort: Mortgage Remarks: Terms: Assessments: Co-Listing Office; Virtual Tour: Driving Directions: Listing Office: idx logo

SCHEDULE B

Fees and Payment Terms

Deposit:

Vendor shall pay the following Deposit:

Set-up or other One-time Charges:

Participant shall pay the following set-up or other one-time charges:

- 1) \$350 one-time set up fee per RETS feed per Vendor. Additionally, each new Vendor that Participant works with will require the execution of a new Compliance Agreement, the payment of the one-time \$350 set up fee, plus the payment of the annual (prorated) \$175 dues.

Periodic Fees or Charges:

Participant shall pay the following periodic fees and charges:

- 1) Annual fee of \$175 per year, per feed. Due and payable in advance for the year on the January MLS Statement and each year thereafter. Non-refundable should Participant terminate their agreement with the Vendor.

SCHEDULE C

Trademarks Licensed to Licensee



SCHEDULE D

Vendor Questionnaire

Vendor contact responsible for statements attested to in this document	
Point of Contact Name:	Douglas Greene
Company Title:	President
Email address:	dg@proagentwebsites.com
Telephone:	801-913-5869

Vendor Information	
Complete legal name of Vendor:	ProAgentWebsites.com
Address of Vendor's main office:	1310 E. 17th. St., Idaho Falls, Idaho 83404
If the Vendor is a subsidiary of another company, provide name of parent company:	

Staffing	
Approximate number of staff employed by Vendor:	10
Approximate number of security, system, or network administrators employed by the Vendor:	2
Approximate number of contractors or temps employed by the Vendor:	0

Vendor Datacenter	
Is the Vendors datacenter owned by the Vendor or a Third-party? <i>(If Third-party, skip to Third-party datacenter section)</i>	C7

Vendor Owned Datacenter	
Name and Address of Vendor primary datacenter:	14944 Pony Express, Bluffdale, Ut 84065
Name and Address of Vendor secondary datacenter:	

Third-Party Owned Datacenter	
Name of third-party sub vendor:	
Address of third-party datacenter:	

Other Data Handling Vendors	
Are there any other vendors performing services or processes (e.g., call center, print shops, help desk, etc.) that involve further handling of the data retrieved from the Summit MLS Server	No

Vendor Information	
Vendor Name & Function Performed:	
Address of Vendor:	
Additional Vendors:	

Product or Service Provided	
Please provide a detailed description of the product or service your organization provides:	Real Estate Websites with Integrated IDX.
Please list the operating systems or environments (NT, Unix, mainframe etc.) for those servers housing or processing data:	

Security Certifications	
List all security certifications that are applicable to the data center that will be storing the data retrieved from the RETS server (eg: PCI Compliance, McAfee SECURE, HackerSafe). Please provide relevant URL's to the website of the certifications listed.	www.proagentwebsites.com Norton Secured

SCHEDULE E

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 Licensee is only authorized to receive active listings, then the active listings should not be retained for more than three days after a status change. If Licensee's data access authorization is revoked, all data stored by the Licensee must be destroyed within two weeks. Off-market listings may only be retained five years from the date of the last listing status change. A Firm 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. Summit MLS data must not be copied to and stored on laptops, PDAs, portable hard drives, portable RAM memory drives that are not located in a secure location.

2. Data Transmission

- a. Summit MLS may require authentication and data transmission to use SSL or other encryption mechanism.
- b. Summit MLS requires Third Parties providing products and services to active Summit MLS subscribers to authenticate user requests against an Summit MLS authentication database, to ensure users are of good standing prior to allowing access to the application and Summit 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 Summit MLS must be denied access using this file by the Licensee.
- b. User inputs – including URL and form parameters - must not be easy to manipulate, such that Summit 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-scrapeable.

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 those used for cross site scripting attack (XSS) and SQL injection must be stripped other 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 be thoroughly be wrapped in error-trapping code so that Confidential Information is never displayed to the end-user.

Additional reasonable judgment must be used in developing secure web applications and securing servers – best practices must be utilized.

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

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