



CONFIDENTIAL INFORMATION

PLUMASMLS CONTENT LICENSE AGREEMENT

This License Agreement ("Agreement") is made the date the last party executes this Agreement (the "Effective Date") by and between the Plumas Association of REALTORS®, PlumasMLS (hereinafter referred to as PlumasMLS), having its principal place of business at 2056 E. Main Street, #1, Quincy, California, and the undersigned licensee _____ having its principal place of business at the address set forth on the signature page of this Agreement, as may be changed from time to time (hereinafter referred to as "Licensee"). PlumasMLS and Licensee are each individually herein as a "Party" and jointly as the "Parties." It is understood that for purposes of this agreement, references to "PlumasMLS member" means _____ the Broker/Office that has engaged vendor "Licensee's" services.]

1. RECITALS.

1.1 PlumasMLS collects, primarily from real estate professionals, certain information about real properties and businesses in the counties of Plumas, Lassen, Sierra and portions of other counties in the state of California and elsewhere and then aggregates and compiles this data into its proprietary Database, as hereinafter defined, and displays, maintains and distributes the Content principally for the benefit of those same real estate professionals, in the form of an automated data distribution service.

1.2 Licensee develops proprietary, web-based software applications for website design and development for the real estate industry and its products and services are marketed exclusively to real estate brokerage firms and agents and/or develops proprietary software applications for the real estate industry as more particularly described on the Licensee Products and Services Description Schedule attached hereto and made a part hereof.

1.3 Licensee desires to acquire Access to the Licensed Content as defined herein, and PlumasMLS desires to license Access to the Licensed Content to Licensee for Licensee's purposes as specified herein and in accordance with the PlumasMLS Rules and Regulations and the terms and condition of this Agreement. NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants contained herein and intending to be legally bound the parties agree as follows:

2. DEFINED TERMS.

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Capitalized terms in this Agreement shall have the meanings set forth opposite each, respectively, as follows:

2.1 "Access" means a right of to obtain the Licensed Content whereby Licensee facilitates the flow of the Licensed Content from PlumasMLS to and into PlumasMLS Member websites or Licensee Products and Services and expressly excludes maintaining any copies of the Licensed Content on any of Licensee's equipment, servers or in any other manner and license to the complete roster of PlumasMLS Members for, and only for, authentication of PlumasMLS Members' membership status.

2.2 "Agent(s)" means independent real estate professionals who work for and are associated with a licensee Customer and operate out of the Licensee Customer's offices who are PlumasMLS Members as defined herein.

2.3 "Annual License Fee" means the amount Licensee shall pay to PlumasMLS for continuing Access to the Licensed Content in the amount as set forth in Fee Schedule attached hereto, payable upon the execution of this Agreement. All subsequent Annual License Fees shall be due and payable within ten (10) days from the applicable anniversary dates for the Effective Date.

2.4 "Broker Reciprocity" means the process by which participating real estate brokers contribute their listings to PlumasMLS and are able to display listings from all other participating real estate brokers on their websites, allowing Users to specify certain criteria and search the PlumasMLS ILD Database from one broker's website, commonly known as Internet data exchange, IDX or Internet Listing Display, ILD .

2.5 "Content" means separately or collectively as applicable, the complete roster of PlumasMLS Members and that certain real estate related information, including, but not limited to, data, photographs, images, graphics, video recording, virtual tours, drawings, written descriptions, remarks, narratives and pricing information on properties listed for sale or rent for geographic regions provided by PlumasMLS.

2.6 "Database" means the collected and complied Content of PlumasMLS maintained in electronic form from which PlumasMLS provides the Licensed Content pursuant to this Agreement.

2.7 "Effective Date" means the date upon which the last party executes this Agreement and is the date this Agreement commences.

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2.8 "IDX", "Internet Data Exchange" means the term created by the National Association of Realtors® for the Broker Reciprocity program mandated in January of 2002, which program allows both Agents and brokers to show each others' listings on the Internet.

2.9 "Intellectual Property Rights" means any and all rights existing from time to time under patent law, trademark law, service mark law, copyright law, trade secret law, unfair competition law, moral rights law, publicity rights law, privacy rights law and any and all other similar proprietary rights and any renewals and extensions thereof now or hereafter in force and effect in the United States and throughout the Universe.

2.10 "Licensed Content" means both the complete roster of PlumasMLS Members and certain portions of the Content contained in its proprietary Database that is provided or made available to Licensee pursuant to this Agreement as agreed upon by the Parties at execution of this Agreement.

2.11 "Licensee Customers" means those PlumasMLS Members who have purchased a license to have Licensee create and develop an IDX website or use the Licensee Products and Services.

2.12 "Licensee Customer License Contract or End User License Agreement" means the form of agreement which Licensee provides to Licensee Customers, or to a potential Licensee Customer, pursuant to which a Licensee Customer contracts for and Licensee agrees to provide an IDX website or a license to use the Licensee Products and Services.

2.13 "Licensee Products and Services" means, if applicable, the authorized business products, services and/or applications developed by Licensee and provided solely to or for the use and benefit of PlumasMLS Members, as more fully specified on the Licensee Products and Services Description Schedule attached hereto and incorporated herein by reference.

2.14 "MLS Number" means the number assigned by PlumasMLS, or its suppliers or licensors, to uniquely identify a parcel of real estate listed for sale or rent in the Content.

2.15 "Monitor" means a method by which PlumasMLS tracks the Seeded PlumasMLS Content used in Licensee Products and Services to ensure compliance with the spirit and letter of this Agreement.

2.16 "RETS" means the Real Estate Transaction Standard for the electronic

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transmission of real estate information developed in conjunction with the National Association of REALTORS® and the RETS Working Group to establish standardized procedures therefor.

2.17 "RETS Server" means Licensee's server configured in accordance with RETS.

2.18 "Rules" means the rules, regulations, guidelines and the IDX rules and requirements established by PlumasMLS which govern the use of the Content as amended from time to time.

2.19 "Seed" means a method by which PlumasMLS may code the Licensed Content such that its Access, use and integration can be Monitored.

2.20 "Staff" means non-licensed employees of a Licensee Customer.

2.21 "Term" means the period during which the provisions, terms and conditions of this Agreement are in full force and effect.

2.22 "PlumasMLS Member(s)" means a real estate professional who has contracted with PlumasMLS to be, and is, a member or user in good standing of PlumasMLS.

2.23 "User" means any individual who uses the PlumasMLS member IDX website or Licensee Products and Services, including PlumasMLS Members, Agents, Staff and members of the general public.

3. GRANT OF LICENSE.

Subject to the terms and conditions of this Agreement and the Rules, PlumasMLS hereby grants to Licensee during the Term a limited, non-exclusive, non-transferable license to Access and facilitate the display of Licensed Content in the manner authorized by PlumasMLS herein for the sole purpose of integrating the Licensed Content into PlumasMLS Members' IDX websites or into the Licensee Products and Services and marketing and distributing Licensee Products and Services to PlumasMLS Members and Licensee Customers and for no other purpose.

4. LICENSE RESTRICTIONS AND CONDITIONS.

4.1 Restrictions on Third Parties. The Licensed Content shall only be Accessed by Licensee's authorized personnel, including designated individuals who are employed or hired by Licensee and used by Licensee Customers and their authorized Users and not by any other affiliates, parent organization, subsidiaries, corporate partners, consultants, shareholders, agents, third parties

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or any unauthorized person(s) within or outside its organization unless additional financial obligations and prior written authorization are first obtained from PlumasMLS. Licensee is not authorized and understands and agrees it shall not transfer the Licensed Content or, if applicable. Access to the Licensed Content to any third party and Licensee specifically understands and agrees it is not authorized to display the Licensed Content on its own website or the website of any third party who is not a Licensee Customer.

4.2 Restrictions Respecting PlumasMLS Membership Status. Licensee acknowledges that any Licensee Customer who is no longer an PlumasMLS Member, or whose status with PlumasMLS is no longer in good standing is deemed to be a third party and therefore shall not be granted Access to or delivery of the Licensed Content by way of its IDX website or the Licensee Products and Services. Each day of the week of the Term, Licensee shall Access the membership roster and suspend from use of the Licensed Content any Licensee Customer whose name does not appear on said roster until said Licensee Customer's name shall reappear on a subsequent roster. Licensee acknowledges that this review of the PlumasMLS Member roster is for verification of membership status only and is the ONLY purpose for which it may use the PlumasMLS Member roster; all other uses are strictly prohibited.

4.3 Restrictions on Use. Except as provided in Sections 3, 4.1 and 4.2 hereof, Licensee shall not use, resell or sublicense any Licensed Content, in any form or format whatsoever, for any purpose including, but not limited to, incorporation into any other Licensee products and/or services, unless additional financial obligations and prior written authorization are first obtained from PlumasMLS.

4.4 Rules. Licensee shall design and develop the IDX websites or the Licensee Products and Services such that they comply with the Rules of PlumasMLS, its Rules regarding Internet Data Display and the policies of National Association of REALTORS® regarding IDX.

4.5 Disclaimers on Reports. Licensee shall design and develop the IDX websites or Licensee Products and Services such that any report generated therefrom and displaying the Licensed Content shall also display the following disclaimer: "We do not attempt to independently verify the currency, completeness, accuracy or authenticity of the data contained herein. It may be subject to transcription and transmission errors. Accordingly, the data is provided on an "as is" "as available" basis only and may not reflect all real estate activity in the market."

4.6 Restrictions on Advertising and Marketing. Licensee shall not use or refer to PlumasMLS or any trademark, service mark, logo or trade name belonging to

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PlumasMLS, in any advertising or marketing materials or customer solicitation directed at PlumasMLS Members, without PlumasMLS's prior express written permission.

4.6.1 In the event permission is granted, PlumasMLS shall have the right to review the content and methods of Licensee's advertising, marketing and solicitations directed specifically at PlumasMLS Members pertaining to Licensee Products and Services, including the content, methods and frequency thereof. PlumasMLS may notify Licensee of specific content, methods and/or frequency of Licensee's advertising marketing and solicitation directed at PLUMASMLS Members if deemed objectionable by PlumasMLS in the exercise of its business judgment and discretion. In addition, Licensee shall promptly respond to requests or complaints made by PlumasMLS Members pertaining to Licensee Products and Services or to any advertising, marketing or solicitation with regard to such Licensee Products and Services.

4.6.2 Licensee shall not request or receive any form of compensation for Access to the Licensed Content or the Database based solely on the value of such Access thereto.

4.6.3 Licensee shall not use the Licensed Content or the Database for any purpose or in any manner that infringes any third parties' Intellectual Propriety Rights or violates any federal or state law, statute, ordinance or regulation including, without limitation the Real Estate Settlement Procedures Act and laws governing unfair competition, unfair and deceptive practices, anti-dissemination and false advertisings.

5. LICENSEE ACCESS TO LICENSED CONTENT.

5.1 Licensed Content Access. Except for PlumasMLS's updating of the roster of PlumasMLS Members provided for in Section 4.2, the Licensed Content shall be Accessed by Licensee by way of FTP (file transfer protocol) or by way of the RETS Server during the Term commencing within ten (10) business days of the Effective Date. The real property listings portion of the Licensed Content shall be updated daily.

5.2 Security of the Licensed Content and Penalties for Disclosure. The Licensed Content is owned by PlumasMLS. Licensee shall safeguard and maintain protection of the Licensed Content and by generally accepted technology safeguards. Use by any other person or entity of the Licensed Content other than as contemplated herein, shall be considered as theft. In the event any breach of Licensee's computerized systems containing Licensed Content results in access or use by

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unauthorized third parties, Licensee shall notify the EVP of PlumasMLS of such breach by confirmed email or confirmed telephone call within twenty-four (24) hours of its discovery by Licensee. Licensee shall be liable for any consequences that may result from unauthorized disclosure of Licensee's database of Licensed Content, whether intentional, negligent or inadvertent, including but not limited to immediate termination of this Agreement and liability for damages. Licensee acknowledges that PlumasMLS may Seed the Licensed Content and undertake Monitoring on a regular random basis.

5.3 Acknowledgment. The Parties acknowledge that circumstances beyond PlumasMLS's control may, on occasion, arise and delay delivery of the Licensed Content, in which case, PlumasMLS will deliver the PlumasMLS Content as soon as possible.

6. LICENSE FEES AND PAYMENT.

6.1 Annual License Fee. Licensee shall pay PlumasMLS an Annual License Fee for the continuing Access to the Licensed Content as set forth in the Fee Schedule attached hereto and made a part hereof. The first Annual License Fee shall be pro-rated to the end of the year from the Effective Date. Thereafter, Licensee shall pay the Annual License Fee on or before January 1st of each year of the Term of this Agreement.

6.2 Right to Audit. Licensee agrees that once per year PlumasMLS, or any designee of PlumasMLS, shall have the right at any time following the Effective Date of this Agreement, to examine, inspect, audit, review and copy or make extracts from all such books, records and any source documents used in the preparation thereof during normal business hours upon written notice to Licensee at least ten (10) business days prior to the commencement of any such examination, inspection, review or audit. This right to audit is limited to those items of information which relates to PlumasMLS Licensee Customers and PlumasMLS Member.

6.3 Payment Terms. All fees and payments are due and payable in accordance with this Section 6. Any amounts unpaid after the due date will be subject to a finance charge of one and one-half percent (1.5%) per month. Licensee is responsible for and will be charged for any overdue account collection expenses including, but not limited to, agent fees, attorney's fees, court costs, and other associated expenses. PlumasMLS reserves the right to interrupt Access to the Licensed Content if any Licensee payment becomes delinquent for any reason other than a dispute over the exact amount of such payment, in which case Licensee agrees to pay the undisputed portion of and resolve such dispute in accordance with Section 16.2 of this Agreement and bring its account and reporting requirements current. If Access to

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Licensed Content is interrupted in accordance with the terms of this Section 6.6, Licensee shall nonetheless be responsible for its payment and reporting obligations as set forth in the foregoing paragraphs.

7. SET-UP COSTS.

Licensee shall provide its own hardware, software, and bear its own programming, technology and methodology expenses, if any, together with all sales and distribution expense relating to the Licensee Products and Services, and/or the flow of Licensed Content through it into Licensee Customer websites and shall provide for all telecommunications needs in order to facilitate Access to the Licensed Content.

8. DATA PROBLEMS/QUALITY CONTROL.

During the Term, the parties agree to inform one another, in writing, by facsimile or electronic mail, of omitted, erroneous, or misapplied Licensed Content within ten (10) days of discovery of such omissions, errors or misapplications and shall include the physical address, city, state, zip code and MLS Number and each party agrees to include such omission or delete such erroneous or misapplied Licensed Content within the earliest possible timeframe, if possible.

9. PROPRIETARY RIGHTS.

9.1 PlumasMLS Property. This Agreement is a license agreement and not an agreement of sale. The selection, compilation and arrangement of the Licensed Content and other data comprising the Database compilation is the proprietary, copyrighted property and trade secret of PlumasMLS, and all rights, title and interest in the selection, compilation and arrangement of listings information, comparable and statistical data and other information maintained in the Database compilation, including the copyrights therein, shall at all times remain with PlumasMLS. As between the Parties, all right, title and interest in and to the Database, the Licensed Content, and all other intellectual property of PlumasMLS, or its licensors, and all versions, copies, components, modifications, enhancements and derivatives thereof, are and shall remain the sole and exclusive property of PlumasMLS, and its licensors, including all copyrights and other Intellectual Property Rights inherent therein and pertinent thereto. Licensee shall have only the limited rights with respect to the Licensed Content and the Database, expressly granted by the license in this Agreement, and all rights not expressly granted by PlumasMLS are reserved. Licensee agrees that only PlumasMLS shall have the right to alter, maintain, enhance or otherwise modify the Licensed Content, except as expressly provided herein, and any alterations by Licensee shall be at Licensee's sole risk and liability. If and to the extent Licensee or any party acting on its behalf obtains any ownership interest in

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any of PlumasMLS's Intellectual Property Rights, Licensee agrees to assign, and hereby does assign, to PlumasMLS all such interest, including any associated copyrights or other Intellectual Property Rights.

9.2 PlumasMLS Copyright. All displays of Licensed Content shall include: "© [current year] Plumas Association of REALTORS®, PlumasMLS, All rights reserved. Certain information contained herein is derived from information which is the licensed property of, and copyrighted by, Plumas Association of Realtors®, PlumasMLS.

9.3 Licensee's Property. Title to, and ownership of the Licensee Products and Services shall at all times remain with Licensee. Any and all Intellectual Property Rights relating to such Licensee Products and Services and to Licensee's trademarks are and shall belong to Licensee.

10. TERM AND TERMINATION.

10.1 Term. The initial Term shall be one (1) year commencing on the Effective Date and shall automatically extend for additional one (1) year Terms unless either party shall notify the other of its intention to terminate this Agreement, in writing, thirty (30) days prior to the end of the initial Term or any extension thereof.

10.2 PlumasMLS Termination Rights. PLUMASMLS may terminate this Agreement upon failure or neglect of Licensee to pay any undisputed amounts payable pursuant to this Agreement when due, if default continues for thirty (30) days after written notice to Licensee; immediately upon the conclusion of PlumasMLS, in its good faith judgment on information reviewed, that a violation of any of the restrictions set forth in Section 4 has occurred; for failure of Licensee to perform any of its obligations under this Agreement if continuing for thirty (30) days after written notice to Licensee; upon termination of the business of PlumasMLS; upon filing by or against Licensee of a proceeding under any bankruptcy or similar law unless such proceeding is dismissed within thirty (30) days after filing; upon the insolvency of Licensee; upon the making by Licensee of an assignment of a material portion of its assets for the benefit of creditors.

10.3 Licensee Termination Rights. Licensee may terminate this Agreement upon breach by PlumasMLS in not providing the Licensed Content as contemplated by the Parties herein, if default continues for thirty (30) days after written notice to PlumasMLS; upon the termination of the business of Licensee; upon filing by or against PlumasMLS of a proceeding under any bankruptcy or similar law unless such proceeding is dismissed within thirty (30) days after filing; upon the insolvency of PlumasMLS; upon the making by PlumasMLS of an assignment of a material portion of its assets for the benefit of creditors.

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10.4 Termination. Upon any termination of this Agreement, the following shall occur:

10.4.1 PlumasMLS shall cease to provide the Licensed Content to Licensee and Licensee shall delete the Licensed Content from its files and systems and from all Licensee Products and Services and all Licensee Customer websites, if applicable, and certify to PlumasMLS, in writing, within ten (10) days following termination of this Agreement, that deletion of the Licensed Content has occurred.

11. SUSPENSION.

Licensee specifically understands that the Licensed Content may be Seeded and Monitored by PlumasMLS and PlumasMLS hereby reserves the right to suspend or immediately terminate this Agreement upon notice to Licensee pending investigation of any evidence or allegations that either Licensee has breached the terms and conditions of this Agreement or a Licensee Customer has breached the terms and conditions of the Licensee Customer License Contract or that governmental rules, regulations or statutes may interfere with the Parties' performance of this Agreement. Promptly upon notification from PlumasMLS that an Licensee Customer has breached its Licensee Customer License Contract with Licensee or that governmental rules and regulations or statutes have changed its ability to perform, Licensee shall suspend and/or terminate its Licensee Customer License Contract with such Licensee Customer or be subject to suspension and/or termination in accordance with the terms and conditions of this Agreement.

12. ACKNOWLEDGMENT OF RIGHTS IN PLUMASMLS CONTENT.

Licensee acknowledges that the Licensed Content provided hereunder is proprietary information of PlumasMLS which has been licensed to PlumasMLS and/or its associates, suppliers or licensors, under copyright, and has been further licensed to Licensee in trust. Licensee acknowledges that the Licensed Content is a valuable commercial product, the development of which has involved the expenditure of substantial time and money by PlumasMLS and/or its suppliers, associates or licensors. Except for the rights granted Licensee herein, Licensee agrees and understands that PlumasMLS and/or its suppliers, associates or licensors are and shall remain the exclusive owners of all rights, title, and interest in the Licensed Content licensed hereunder and all copyrights and renewals thereof, heretofore or hereafter secured therein. All publication, dissemination and other rights in and to the Licensed Content are reserved for PlumasMLS and/or its suppliers, associates or licensors in all languages, formats and media throughout the world for the sole and exclusive use or any other disposition by PLUMASMLS and/or its suppliers, associates or licensors, their respective assignees or grantees at any

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time and from time to time without obligation or liability to Licensee.

13. WARRANTIES.

13.1 PlumasMLS Warranties.

13.1.1 PlumasMLS represents and warrants to Licensee that it has full power and authority to enter into this Agreement and that the execution, delivery and performance by PlumasMLS of this Agreement will not conflict with or result in any breach of any terms, conditions or provisions of or constitute a default under the articles of incorporation of PlumasMLS, or any other instrument or agreement to which PlumasMLS is a party. PlumasMLS agrees to indemnify and hold Licensee harmless from and against any fines, penalties, claims or damages directly resulting from any violation, breach or default of the warranties contained in this Section 13.1.

13.1.2 PlumasMLS represents and warrants that the Licensed Content will be as accurate, current and complete as possible using the source data, compilation and data processing methods normally employed in the ordinary course of business; provided, however, neither PlumasMLS nor its suppliers, associates or licensors make any warranties, express or implied, including, without limitation, those of title, non-infringement, merchantability or fitness for a particular purpose, with respect to the Licensed Content. PlumasMLS does not warrant that the Licensed Content is error-free, nor that it will meet Licensee's requirements, nor that any electronic transmission thereof will operate in an error free manner, nor that it will be accessible or useable on any hardware configuration or in any operating environment.

13.1.3 PlumasMLS represents and warrants that it will comply with all applicable privacy and information security laws as well as best practices together with all other laws, rules and regulations relevant to PlumasMLS's business model.

13.2 Licensee Warranties.

13.2.1 Licensee represents and warrants to PlumasMLS that it has full power and authority to enter into this Agreement and that the execution, delivery and performance by Licensee of this Agreement will not conflict with or result in any breach of any terms, conditions or provisions of or constitute a default under the articles of incorporation or articles of organization of Licensee, or any other instrument or agreement to which Licensee is a party. Licensee agrees to indemnify and hold PlumasMLS harmless from and against any fines, penalties, claims or damages directly resulting from any violation, breach or default of the warranties

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contained in this Section 13.2.

13.2.2 Licensee represents and warrants that it will comply with all applicable privacy and information security laws as well as best practices together with all other laws, rules and regulations relevant to Licensee's business model.

14. DISCLAIMERS.

14.1 No Verification. PlumasMLS does not attempt to independently verify the currency, completeness, accuracy or authenticity of the Licensed Content. The Licensed Content reported to and by PlumasMLS to Licensee may be subject to transcription and transmission errors. ACCORDINGLY, THE LICENSED CONTENT PROVIDED BY PlumasMLS IS PROVIDED ON AN "AS IS" "AS AVAILABLE" BASIS.

14.2 Privacy Acknowledgment. Licensee acknowledges that the federal government and certain states have enacted or may enact laws which place restrictions upon or allow consumers to place restrictions on the use of personally identifiable information. Due to the varying laws and publication dates of privacy notices, PlumasMLS disclaims any warranty, express or implied, that personally identifiable information which may be contained in the Licensed Content has been identified in or deleted from the Licensed Content supplied to Licensee hereunder.

14.3 Responsibility for Use. Licensee assumes sole responsibility for all use of the Licensed Content including the liability and responsibility for any and all claims, demands, losses, damages, liabilities, costs, charges and expenses, including reasonable attorney's fees, arising out of Licensee's use of the Licensed Content and Licensee Customers' use thereof, and indemnifies PlumasMLS and its suppliers, associates or licensors with respect thereto. Any use of the Licensed Content by Licensee and/or Licensee Customers pursuant to this Agreement, shall be at their own risk.

14.4 Technology Disclaimer. PlumasMLS EXPRESSLY DISCLAIMS ANY WARRANTIES OR REPRESENTATIONS WITH REPECT TO the selection, procurement, installation, operation and maintenance of the computer hardware or software necessary to access the server on which the Licensed Content is maintained. PlumasMLS shall not be under any obligation to maintain its current hardware or software on which the Licensed Content is maintained or retrieved, nor is PlumasMLS obligated to continue to utilize any computer vendor or any service provider. PlumasMLS shall not have any obligation to provide Licensee with any modification, enhancements or updates that may be provided to PlumasMLS by its Database software supplier or vendor. PlumasMLS shall, however, respond to reasonable inquiries from Licensee about any changes to its computer hardware or software, or the server that may require

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changes to Licensee's software of Licensee's Products and Services.

15. LIMITATION OF LIABILITY.

15.1 General Limitation of Liability. Neither PlumasMLS nor any of its suppliers, associates or licensors who provide any Licensed Content or information to PlumasMLS shall be liable for any damages, losses or claims, including without limitation, any consequential, incidental, special, or exemplary damages which may arise, whether now or in the future, with regard to the accuracy, authenticity or completeness of the Licensed Content or with regard to information which PlumasMLS may collect, report, compile, publish or disseminate, regardless of form, whether that liability, damage, loss or claim arises from any act or omission of PlumasMLS or any supplier, associate or licensor of data or information to PlumasMLS, including, without limitation, their respective ordinary or gross negligence. Any reliance upon the Licensed Content

by Licensee, Licensee Customers or any User shall be at their own risk.

15.2 Limitations of Liability. INDEPENDENT OF, SEVERABLE FROM, AND TO BE ENFORCED INDEPENDENTLY OF ANY OTHER PROVISION OF THIS AGREEMENT, OTHER THAN FOR INFRINGEMENT OF INTELLECTUAL PROPERTY, CONFIDENTIALITY AND PROPRIETARY RIGHTS. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY (NOR TO ANY PERSON THAT CLAIMS RIGHTS DERIVED FROM THE OTHER PARTY'S RIGHTS) FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING LOST PROFITS, LOSS OF BUSINESS, OR OTHER ECONOMIC DAMAGE AND FURTHER DAMAGE INCLUDING INJURY TO PROPERTY, AS A RESULT OF THE BREACH OF ANY WARRANTY OR OTHER TERM OF THIS AGREEMENT, REGARDLESS OF WHETHER THE PARTY LIABLE OR ALLEGEDLY LIABLE WAS ADVISED, HAD OTHER REASON TO KNOW OR IN FACT KNEW OF THE POSSIBILITY THEREOF. THIS PARAGRAPH, HOWEVER, SHALL NOT LIMIT EITHER PARTY'S RIGHT TO ENFORCE CLAIMS FOR VIOLATION OF ITS INTELLECTUAL PROPERTY RIGHTS OR PROPRIETARY RIGHTS, CLAIMS RELATING TO ANY PROHIBITED USE OF THE OTHER PARTY'S CONFIDENTIAL INFORMATION, LICENSED CONTENT, PROPRIETARY RIGHTS, OR INTELLECTUAL PROPERTY RIGHTS.

15.3 Indirect and Incidental Limitation of Liability. PlumasMLS is not liable to Licensee or Licensee Customers or any User for lost profits, lost savings, indirect, incidental, consequential or special damages of any type whatsoever or for loss of use of the Licensed Content, loss of any Licensed Content or the cost of recovering such Licensed Content, the cost of any substitute data, claims by third parties, or for other similar claims arising out of or in any manner relating to this Agreement, the Licensed Content or the Licensee Customer website, if applicable, whether under a

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contract, tort or any theory of liability, even if either party is aware of the possibility of such damages.

16. CONFIDENTIALITY.

16.1 Confidential and Proprietary Information. Each Party agrees that the terms and conditions of this Agreement and all knowledge and information regarding the other Party's technology, products, services, policies, business practices, plans and methods not in the public domain, which may be known or disclosed by either Party to the other as a result of this Agreement, are confidential and proprietary and will be held in confidence and not disclosed to any third party other than to the Parties' designated employees for purposes specifically related to the fulfillment of the obligations of this Agreement. Licensee specifically acknowledges that the PlumasMLS business model and its intellectual property rights therein are trade secrets of PlumasMLS and are therefore also confidential and proprietary and will be held in confidence by Licensee and not disclosed to any third party. Each party agrees that it will use and treat such confidential and proprietary information in the same manner as it deals with its own proprietary information and trade secrets.

16.2 Confidentiality of Data. Licensee agrees not to provide or otherwise make available any PlumasMLS Content to any person other than to designated individuals employed or hired by Licensee or to Licensee Customers and Users. Licensee will issue appropriate instructions to all such designated individuals having Access to the Licensed Content concerning the restrictions contained herein and shall initiate strict security measures to prevent the accidental or otherwise unauthorized Access, use or release of the Licensed Content.

16.3 Responsibility for Misuse. Each Party shall be responsible for any misuse by its agents, employees or representatives of the other Party's confidential information, including any unauthorized access to or use of such confidential information by means of such Party's personnel, systems, equipment, products or applications.

17. MISCELLANEOUS.

17.1 Compliance and Consequences of Non-Compliance. Licensee agrees to use the Licensed Content lawfully and agrees that it will perform its obligations hereunder in accordance with all applicable laws, rules and regulations now or hereafter in effect. At any time that PlumasMLS has reason to believe Licensee or Licensee Customers or Users are in violation of the terms of this Agreement or any law or regulation, PlumasMLS may, in its sole discretion, interrupt, discontinue or terminate the provision of Licensed Content to Licensee or any Licensee Customers or Users, as the case may be. Any withholding of the Licensed Content for non-compliance shall

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not impact or in any way alter PlumasMLS's rights under this Agreement.

17.2 Dispute Resolution. The Parties agree to use the alternative dispute resolution procedure set forth herein as the sole means of resolving any disputes arising out of this Agreement and the rights and obligations of the Parties hereunder. The Parties will attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly and initially between the Parties by negotiation. If a dispute is not resolved by negotiation, the Parties agree to participate in at least four (4) hours of mediation in accordance with the mediation procedures established by the mediation services provider chosen by the Parties in Plumas County, California. The Parties agree that their participation in mediation is a condition precedent to any Party pursuing any other available remedy in relation to the dispute. Any Party to the dispute may give written notice to the other Parties of their desire to commence mediation and a mediation session must take place within thirty (30) days after the date such notice is given. The Parties agree to equally share the cost of the mediation which costs shall not include costs incurred by a Party for representation by counsel at the mediation. In the event the dispute is not resolved by mediation, the Parties agree to arbitrate the dispute in accordance with the rules, processes and procedures of the American Arbitration Association office located in Plumas County, California and if there is none, such other mutually agreeable arbitration service located in Plumas County, California. All Parties shall share the costs of the arbitration. In the event a Party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award or fails to comply with the arbitrator's award the other Party is entitled to costs of suit, including reasonable attorney's fees for having to compel arbitration or defend or enforce the award.

17.3 Injunctive Relief. Licensee hereby acknowledges that the Licensed Content has been developed and created at great time and expense and that PlumasMLS has a proprietary interest therein. Licensee further acknowledges that PlumasMLS may suffer great harm if Licensee misappropriates the Licensed Content or Access to the Licensed Content. Accordingly, Licensee agrees to take reasonable precautions to prevent the unauthorized Access to and misuse of the Content, Licensed Content and Database. PlumasMLS may seek injunctive or other equitable relief against the breach or threatened breach of this Agreement in addition to any other legal remedies which may be available.

17.4 Assignment. Change of ownership control of Licensee constitutes an assignment pursuant to this provision and this Agreement may not be assigned by Licensee without the prior written consent of PlumasMLS which shall not be unreasonably withheld. For purposes of this Agreement, "ownership control" of Licensee, is deemed to be the ownership of more than 50% of the voting ownership.

CONFIDENTIAL INFORMATION

17.5 Authority and Approval. Each Party warrants that they have full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each has been properly authorized and empowered to enter into this Agreement. Each Party further acknowledges that it has read this Agreement and agrees to be bound by it.

17.6 Notices. Any notices required or permitted to be given hereunder, shall be delivered personally or sent to each Party at the addresses set forth on the face or following the Parties signature of this Agreement by certified mail, return receipt requested or by other accountable means such as Federal Express or UPS or by confirmed facsimile. Either Party may, from time to time, change its address as set forth herein by notifying the other Party of its new address in writing. Notices shall be effective upon receipt.

17.7 Non-Waiver. PlumasMLS may accept any payment from any person tendering the same without thereby accepting such person as a party or successor in interest to this Agreement, or waiving any breach of covenant or provision against assignment or transfer by Licensee. Waiver by PlumasMLS of any breach of any provision of this Agreement by Licensee shall not operate or be construed as a waiver of any subsequent or other breach by Licensee.

17.8 Force Majeure. Neither Party shall be responsible for delays or failures in performance resulting from acts beyond the control of such Parties. Such acts shall include, but not be limited to, acts of God, strikes, lock-outs, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, communication line failures, power failures, earthquakes or other disasters.

17.9 Severability. If any term or provision of this Agreement shall be found to be illegal or unenforceable then the remainder of this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.

17.10 Attorney's Fees. If any Party files a legal action in connection with any dispute under this Agreement, each Party shall bear its own attorney fees and costs in connection therewith.

17.11 Representation of Counsel; Mutual Negotiation. Each Party has had the opportunity to be represented by counsel of its choice in negotiating this Agreement. This Agreement shall therefore be deemed to have been negotiated and prepared at the joint request, direction and construction of the Parties, at arms' length with the advice and participation of counsel and will be interpreted in accordance with its terms without favor to any Party.

CONFIDENTIAL INFORMATION

17.12 Governing Law. This Agreement shall be governed by the laws of the State of California.

17.13 Amendments. No amendment of this Agreement shall be effective unless it is in writing and signed by a duly authorized representative of both Parties.

17.14 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to this subject matter. All prior agreements, representations, statements, negotiations and undertakings are superseded hereby.

17.15 Independence. Nothing contained in this Agreement, nor in the relationship created hereby, should be interpreted to evidence a joint venture, partnership, or principal/agent relationship as between the parties. Neither Party shall have the right or authority to act for or assume, create, or incur any obligation or liability of any kind, whether express or implied, against, in the name of, or on behalf of the other party. Each Party shall be fully independent in its business operations.

17.16 Captions. The captions in this Agreement are included for convenience of reference only and will not be construed to define or limit any of the provisions contained herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year set forth below.

CONFIDENTIAL INFORMATION

LICENSEE

PLUMAS ASSOCIATION OF REALTORS®
PlumasMLS

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

CONFIDENTIAL INFORMATION**LICENSEE INFORMATION**

Individual or Company Name:

Address: _____

Phone: _____

FAX: _____

Company URL: _____

Content Recipient Email Address: _____

Administrative Contact:

Name: _____

Email Address: _____

Phone: _____

Technical Contact:

Name:

Email Address: _____

Phone: _____

Type of Business Entity: (check one)

☐ Sole Proprietorship ☐ Partnership ☐ Corporation

State of Incorporation _____

CONFIDENTIAL INFORMATION

☐ LLC

State of Organization _____

☐ Other (define) _____

☐ Fictitious Business Name

(dba) _____

Check one or both as applicable:

☐ Licensee creates, designs and develops IDX websites for real estate professionals.

☐ Licensee creates, designs and develops software applications and provides services to real estate professionals as more particularly described on the Licensee Products and Services Description Schedule attached hereto and made a part hereof.

CONFIDENTIAL INFORMATION**LICENSEE PRODUCTS AND SERVICES DESCRIPTIONS SCHEDULE
(Non-IDX Websites)**

(If applicable, to be completed by Licensee prior to execution of the Agreement.)

CONFIDENTIAL INFORMATION

FEE SCHEDULE.

- A. License Fee.** Licensee shall pay PlumasMLS the non-refundable Annual License Fees set forth below:

Third party vendors requesting RETS feeds shall pay PlumasMLS a one-time setup fee of \$300 plus an annual fee of \$100. A \$100 processing fee shall be charged to vendors with existing feeds that previously paid a setup fee but request new client contracts. Annual fees will be assessed at the start of the calendar year and will not be pro-rated. Setup fees for existing vendors will not be charged retroactively. New vendors must pay fees prior to activation. RETS feeds will be turned off to existing vendors that have not paid the applicable fees within 60 days.

- B.** Annual License Fees may be billed to a credit card and placed on file with PlumasMLS.

Returned or rejected credit card charges are subject to late fees, finance charges and/or penalties as defined in Section 6 of this Agreement:

Check appropriate Fee(s)

___ \$300 RETS Set-up Fee

___ \$100.00 Annual RETS Fee (At start of each calendar year, not pro-rated.)

___ \$100 Processing Fee (for Licensees with existing feeds that previously paid a set-up fee requesting new client contracts.

- B. Reporting. Where applicable,** Licensee shall annually provide annually a list of all PlumasMLS members to whom Licensee provides Service.

Plumas Association of Realtors® **PlumasMLS**