Terms of Use

You have 1 License Agreements to accept

PLEASE READ THIS LICENSE AGREEMENT AND OUR PRIVACY POLICY (THE "**AGREEMENT**") CAREFULLY BEFORE YOU LOG ONTO AND/OR ACCESS THE MLXCHANGE SYSTEM. THIS AGREEMENT EXPLAINS MARKETLINX, INC.'S ("**MARKETLINX**") OBLIGATIONS TO YOU, YOUR OBLIGATIONS TO MARKETLINX, THE TERMS AND CONDITIONS FOR YOUR USE OF THE MLXCHANGE SYSTEM AND SOFTWARE AND WILL CONSTITUTE A BINDING CONTRACT BETWEEN YOU AND MARKETLINX. BY CLICKING ON THE "YES" OR "I ACCEPT" BUTTON, OR BY LOGGING ONTO OR ACCESSING THE MLXCHANGE SYSTEM, YOU AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT WISH TO BE BOUND BY ALL OF THE TERMS IN THIS AGREEMENT, YOU SHOULD CLICK ON THE "NO" BUTTON AND YOU MAY NOT LOG ONTO OR ACCESS THE MLXCHANGE SYSTEM.

MLXCHANGE SYSTEM LICENSE AGREEMENT

THIS AGREEMENT REPRESENTS THE ENTIRE AGREEMENT CONCERNING THE MLXCHANGE SYSTEM BETWEEN YOU AND MARKETLINX, AND SUPERSEDES ANY PRIOR PROPOSAL, REPRESENTATION OR UNDERSTANDING. THIS AGREEMENT APPLIES TO THE MLXCHANGE SYSTEM AND ANY AND ALL MLXCHANGE SYSTEM MODIFICATIONS, UPGRADES OR IMPROVEMENTS FURNISHED TO YOU BY MARKETLINX.

1.0 PURPOSE. You are a member of a MLS entity ("**MLS Entity**") that provides you with certain services and access to, among other things, real estate listing data. MarketLinx and the MLS Entity have entered into an agreement under which MarketLinx licenses to your MLS Entity the MLXchange real estate database management information system ("**MLXchange System**")that contains real estate listing data and images ("**MLS Data**"), proprietary software of MarketLinx and its licensors ("**MLXCHANGE**") and may contain your personal customer contact information ("Personal Data"), information derived from MLS Data (e.g. market statistics, listing history/property archive reports) logos, graphic images and other data representing public records/tax-related information (collectively "System Information"). Your MLS Entity sublicenses the MLXchange System to its members. This Agreement grants you a license to use the MLXchange System and to access various stored data elements subject to the terms described herein.

2.0 RIGHT TO ACCESS THE MLXCHANGE SYSTEM.

LOGON. MLXchange System access is permitted via a valid MLS logon (as supplied by MLS Entity). MarketLinx will collect registration information including, but not limited to, name, address, phone number and credit card information for payment (if applicable) during the MLXchange System registration process.

3.0 LICENSE GRANT AND RESTRICTIONS.

3.1. License. Subject to the terms and conditions of this Agreement, MarketLinx grants to you, and you accept, a nonexclusive, non-transferable, revocable license to access the MLXchange System and any documentation only as authorized in this Agreement for

purposes of selling real estate. This license does not include any right to source code for the MLXchange System.

3.2. Restrictions. Except as expressly set forth in this Agreement, you may not; (a) copy, decompile, reverse engineer, or otherwise translate the MLXchange System; (b) disable any license or control features of the MLXchange System; (c) license, sublicense, rent, or sell the MLXchange System (or any portion thereof); or (d) use the MLXchange System in any way which would violate any federal, state, provincial local law, ordinance, judicial ruling or administrative rule or regulation. Under no circumstances shall you make available for access or otherwise transfer directly or indirectly to a third party, in whole or in part, the MLXchange System or the associated documentation, without MarketLinx's prior written consent.

3.3. Limitations on Use; MLS Entity Agreement. You acknowledge and agree that the MLS Entity must have granted you the right, at all times, to access the MLXchange System in order to retain the license granted for the MLXchange System to you by MarketLinx under this Agreement. You warrant that you currently have such rights from the MLS Entity and that you are a member in good standing with said MLS Entity. You agree to be bound by the terms of this Agreement plus any changes, amendments, or successor agreements hereto.

3.4. Software - If Applicable. You may have been provided with a compact disc containing software ("**Software**") for purposes of accessing and/or using the MLXchange System. If this is true, the terms of this Subsection are applicable. THE SOFTWARE IS PROVIDED FOR USE ONLY (A) WITH THE MLXCHANGE SYSTEM AND (B) IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT. NO RIGHT OR LICENSE IS GRANTED TO USE THE SOFTWARE WITH ANY OTHER SYSTEM OR SOFTWARE. All terms of this Agreement apply to the Software.

3.5. Operational Requirements. You are responsible, at your sole cost and expense, for complying with the MLXchange System operational requirements, including any updates and upgrades. These requirements are set forth on the MarketLinx website. These requirements can be modified from time to time by MarketLinx and the modifications will appear on the website.

3.6. Use to Export Third Party Data. The MLXchange System may give you the capability to export, copy, compile, print or report certain System Information. Neither this Agreement nor the presence of any features implicitly or explicitly grants you and rights to you such System Information in any way other than permitted by the owner of such System Information. The MLXchange System access alone does not grant you any right to re-commercialize such data, in whole or in part, by selling, licensing, renting, distributing or otherwise transferring rights in the System Information to any other party for any purpose whatsoever.

4.0 MARKETLINX PROPRIETARY RIGHTS. You acknowledge and agree that the MLXchange System (and any modifications, upgrades or improvements) and associated documentation (and any revisions) are proprietary products of MarketLinx protected under U.S. copyright law. You further acknowledge and agree that all right, title, and interest in and to the MLXchange System and associated documentation (including modifications,

upgrades or improvements) as well as associated intellectual property rights, are and shall remain with MarketLinx. This Agreement does not convey to you an interest in or to the MLXchange System, but only a limited right of use terminable in accord with the terms of this Agreement.

5.0 TERM; TERMINATION.

5.1. Term. The term of the license granted herein shall be concurrent with the term of this Agreement. Subject to the conditions herein, the term of this Agreement shall commence on the date of your first logging onto the MLXchange System and/or otherwise accessing the MLXchange System and shall extend until terminated by MarketLinx.

5.2. Termination. MarketLinx may terminate this Agreement with prior notice for any reason, including but not limited to: (1) you fail to comply with the terms of this Agreement, including payment terms; (2) you lack access rights to the MLXchange System described in Section 1 and Subsection 3.3; (3) you are no longer a member in good standing of the MLS Entity; (4) the MLS Entity requests that MarketLinx discontinue your access; (4) the agreement between the MLS Entity and MarketLinx terminates. Upon termination, you agree to destroy any Software and erase all copies residing on computer equipment and/or, at MarketLinx's sole discretion, to return the Software (if applicable), including all copies, to MarketLinx.

6.0 PAYMENTS. The license granted to you to use the MLXchange System is in consideration of and contingent upon your payment to MarketLinx of license or support fees. If MarketLinx bills your MLS Entity for the fees for the MLXchange System, then the fees applicable to you and the payment thereof are set forth in the separate agreement between MarketLinx and the MLS Entity. If you pay fees directly to MarketLinx, your payment shall be made via credit card. MarketLinx reserves the right to charge for all upgrades, modifications and improvements to the MLXchange System and any software provided by MarketLinx under this Agreement. MarketLinx also reserves the right to adjust the license or support fees by giving advance notice of any adjustment. You are responsible for any fees or charges incurred to access the MLXchange System through an Internet service provider or other third party service.

6.1. Taxes. You agree to pay all applicable shipping charges and sales, use, or similar taxes imposed on the MLXchange System or any upgrades, modifications or improvements to the MLXchange System and any Software provided by MarketLinx under this Agreement.

6.2. Late Fees; Collection Costs. You agree that interest charges of 1.5% per month shall apply to any fees not paid when due, or the maximum allowable under the law, whichever is less. You agree to pay all costs incurred in the collection of any unpaid fees due under this Agreement, the enforcement of this Agreement or your breach of this Agreement, including attorney's fees.

7.0. LIMITED WARRANTY; REMEDY; DISCLAIMER.

7.1. Warranty and Remedy - The MLXchange System. For your benefit alone, MarketLinx warrants for the term of this Agreement that the MLXchange System will

perform substantially in accordance with the end-user documentation that is available online on the MLXchange System. The foregoing warranty does not cover damage or failure caused by improper use or neglect, your failure to comply with the minimum operational requirements for the MLXchange System, any software delivered under this Agreement, or your modification or use of the MLXchange System and any software delivered under this Agreement contrary to the terms of this Agreement or the documentation. Provided further, MarketLinx does not warrant the (i) speed of access to data via the Internet or via communication lines over which MarketLinx has no direct or immediate control; (ii) the MLXchange System or any software delivered under this Agreement if you do not maintain the minimum operational requirements; or (iii) any functionality that is available through links to third party sites. Your sole and exclusive remedy for breach of the foregoing warranty shall be either repair or replacement as MarketLinx may elect.

7.2. Warranty and Remedy - Software contained on compact discs (if applicable). For your benefit alone, MarketLinx warrants for a period of 90 days from the date of your purchase of the license for the Software (the "Warranty Period"), that the compact discs in which the Software is contained shall be free from defects in materials and workmanship under normal use and service. The foregoing warranty does not cover damage or failure caused by improper use or neglect, your failure to comply with the minimum operational requirements for the Software, or your modification or use of the Software contrary to the terms of this Agreement or the documentation. In the event of a breach of the foregoing warranty, you may return the Software to MarketLinx for repair/replacement. You must notify MarketLinx within the Warranty Period and return the Software within 30 calendar days of the expiration of the Warranty Period. You agree that the foregoing constitutes your sole and exclusive remedy for breach by MarketLinx of any warranties relating to compact discs which contain Software.

7.3. Disclaimer. EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH ABOVE, THE MLXCHANGE SYSTEM, SOFTWARE AND THE DOCUMENTATION ARE LICENSED "AS IS" AND MARKETLINX DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8.0. LIMITATION OF LIABILITY.

UNDER NO CIRCUMSTANCES SHALL MARKETLINX BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING LOST REVENUES OR PROFITS, LOSS OF BUSINESS OR LOSS OF DATA (EVEN SHOULD CIRCUMSTANCES RENDER ANY OR ALL OF THE REMEDIES SET FORTH IN THIS AGREEMENT TO FAIL OF ITS/THEIR ESSENTIAL PURPOSE AND EVEN IF MARKETLINX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). ANY CLAIM AGAINST MARKETLINX SHALL BE LIMITED TO THE AMOUNT PAID BY YOU TO MARKETLINX, IF ANY, DURING THE SIX MONTHS PRECEDING THE DATE ON WHICH THE CLAIM AROSE FOR USE OF MLXCHANGE, BUT NOT TO EXCEED THE MONTHLY ACCESS FEE YOU PAID FOR THIS SERVICE DURING THE PRECEDING SIX MONTHS.

9.0 INDEMNIFICATION.

YOU AGREE TO INDEMNIFY AND HOLD HARMLESS MARKETLINX, ITS DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, PARENT, SUBSIDIARIES, AFFILIATES AND AGENTS FROM AND AGAINST ALL LOSSES, EXPENSES, DAMAGE AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES, RESULTING FROM ANY VIOLATION OF THIS AGREEMENT OR YOUR NEGLIGENT, IMPROPER OR ILLEGAL USE OF THE MLXCHANGE SYSTEM, SOFTWARE OR SYSTEM INFORMATION.

10.0 GOVERNING LAW; FORUM SELECTION; STATUTE OF LIMITATIONS; WAIVER OF JURY TRIAL. This Agreement shall be governed by and construed under the laws of the Commonwealth of Virginia excluding its conflict of laws rules. You consent to the personal jurisdiction of the federal and state courts having jurisdiction for Vienna, Virginia with respect to all disputes and causes of action arising out of or related to this Agreement, your use of the MLXCHANGE SYSTEM, SOFTWARE, SYSTEM INFORMATION or other claims/causes of action by you against MarketLinx. Any cause of action you may have with respect to this Agreement or by virtue of your use of the MLXchange System, Software, System Information must be commenced within one year after the claim or cause of action arises or such claim or cause of action is barred. MARKETLINX AND YOU WAIVE ANY RIGHTS THEY MAY HAVE TO TRIAL BY JURY WITH REGARD TO ANY CLAIM OR DISPUTE ARISING UNDER OR RELATING TO THIS AGREEMENT, THE MLXCHANGE SYSTEM, ANY SOFTWARE, SYSTEM INFORMATION OR SERVICE PROVIDED BY MARKETLINX.

11.0 SEVERABILITY. If any provision of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the invalid provision is declared to be severable and the validity and enforceability of the remaining provisions and the applications thereof shall not be affected thereby. Notwithstanding the above, such invalid provision shall be construed, to the extent possible, in accordance with the original intent of this Agreement.

12.0 NO WAIVER. Failure by either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

13.0 EXPORT LAWS; COMPLIANCE WITH LAWS. This Agreement is subject to all governmental laws, orders or other restrictions on the use or shipment of the Software and related information and documentation that may be imposed by governmental authorities. You shall comply with any governmental laws, orders or other restrictions pertaining to the use or shipment of the Software, related information and documentation, including without limitation, any such laws, orders and other restrictions pertaining to the use of the Software to distribute unsolicited (or "spam") email and pertaining to the export and re-export of Software (including technical data and any related information and Documentation) which may be imposed from time to time by the governments of the United States and any country to which any Software is shipped.

14.0 U.S. GOVERNMENT RESTRICTED RIGHTS. Any Software and related Documentation are provided with RESTRICTED RIGHTS. Use, duplication or disclosure

by the Government is subject to restrictions as set forth in subparagraph 9(c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (C)(1) and (2) of the Commercial Computer Software - Restricted Rights 48 C.F.R. 52.227-19, as applicable.

15.0 TRADEMARK. MLXchange is a registered trademark of MarketLinx. No right, license or interest to such trademark is granted hereunder and you agree that no such right, license or interest shall be asserted by you with respect to such trademark.

16.0 THIRD PARTIES. This Agreement is not intended, and shall not be construed to be, for the benefit of any third party.

17.0 ASSIGNMENT. You may not transfer, sell or assign any rights or obligations in or to the MLXchange System, any Software or this Agreement to anyone else and any attempt to do so shall be void.

18.0 MODIFICATION OF THIS AGREEMENT. MarketLinx reserves the right to change the terms, conditions and notices under which the MLXchange System and Software are offered. You are responsible for regularly reviewing these terms and conditions. Continued use of the MLXchange System and Software after any such changes shall constitute your consent to such changes and your agreement to be bound by them.

19.0 RESERVED RIGHTS. All rights not expressly granted herein are reserved to MarketLinx.

PRIVACY POLICY

It is very important to MarketLinx that you are able to retain your privacy while you take advantage of all the Internet has to offer. For this reason, MarketLinx will operate by the following principles. By licensing MLXchange, you are accepting the practices described in this Privacy Policy.

1. NOTICE OF INFORMATION (INCLUDING PERSONAL INFORMATION) COLLECTED. When you register, you will be asked to provide certain profile information, depending upon the MarketLinx service that you plan to use. Some of this profile information is Personal Information and some is not. "Personal Information" is defined as information that either personally identifies you or allows others to contact you. We will collect certain Personal Information, including your name, company name, street address, daytime phone number, email address and MLS membership number, MLS login identification and password if you are a user of MarketLinx's online MLS service. If you plan to make purchases on line, we will collect additional Personal Information, such as billing and shipping addresses and credit card account information necessary to purchase goods and services on-line.

2. INFORMATION SHARING AND CONSENT. MarketLinx uses information that you provide to improve the operations of its site, to statistically analyze site usage, to improve content and product offerings and to customize the site's content and layout. Our site may contain links to other sites not affiliated with MarketLinx. These sites have their own policies and practices regarding online privacy and MarketLinx cannot be responsible for

the privacy practices or the content of these web sites. It is important for you to read the privacy statement and terms of use for each site you visit to ensure you are comfortable with how they might use your Personal Information.

3. ACCESS TO YOUR INFORMATION. You can always add to or update the information provided to us by visiting the Registration screen.

4. SECURE DATA STORAGE AND TRANSFERS. MarketLinx has built security features (e.g. access controls, encryption, etc.) that provide protection for information transmitted to and from this Web Site. You accept and understand that it is not possible to ensure unconditional security and confidentiality from unauthorized third parties when transmitting information across the Internet which is a public network. You accept the possible risk of disclosure of information during transmission between MarketLinx and you, or while residing in your personal computer and/or network and hereby waive any rights that you might have against MarketLinx arising from disclosure. You also agree to hold MarketLinx harmless against any claims for damage suffered as a result of such disclosure.

5. USE OF COOKIES. A cookie is a very small text file that a web site saves to your computers hard disk to store information that you provide about yourself or to store your preferences. MarketLinx may use cookies to tailor your experience at the site, show you content of interest to you, display the content according to your preferences and maintain information about your activity on the site. This information may be shared on an aggregate basis. Sites linked to or embedded within MLXchange may use their own cookies. This privacy policy does not address how these companies use their cookies. It is important for you to read the privacy statement and terms of use for each site you visit to ensure you are comfortable with how they might use your Personal Information.

6. UPHOLDING OUR LEGAL RESPONSIBILITIES. MarketLinx will disclose Personal Information if required to do so by law or in the good-faith belief that such action is necessary to (a) conform to the edicts of the law or comply with legal process served on MarketLinx or the site; (b) protect and defend the rights or property of MarketLinx, or affiliated Web sites; and, (c) act under exigent circumstances to protect the personal safety of users of MLXchange users and/or the public.

7. APPLICABILITY OF OUR LICENSING AGREEMENT. Any dispute over privacy is subject to this Notice and our Licensing Agreement, including limitations on damages and applicability of the laws of the Commonwealth of Virginia. Use of information that we gather now is subject to the Privacy Policy in effect at the time we use the information. We suggest that you should check our Website frequently to see recent changes.

8. MICROSOFT VIRTUAL EARTH MAPPING TERMS AND PRIVACY POLICY. By entering into this Agreement, you hereby accept and agree to be bound by the terms and conditions of the Microsoft MapPoint Terms of Use and Prviacy Statement, which you may review on the Microsoft website at
http://www.microsoft.com/mappoint/webservice/terms.mspx and
http://www.microsoft.com/mappoint/webservice/privacy.mspx, respectively.

○ **I accept the above agreement(s)** ◉ **I do not accept the above agreement(s)**