

Participant Request for Display of Participant Listings on Vendor Website or Print Media (“Participant Request”)

The undersigned participating principal real estate broker/broker in charge or real estate brokerage firm (“You” or “Your”) hereby requests that Connecticut Multiple Listing Service, Inc., a Connecticut corporation (“MLS”) grant to

_____, a _____ (“Vendor”) a license for display of Your Participant Listings on the Vendor Website or Print Media as designated on the attached Schedule 1 to this Participant Request, and pursuant to the license agreement (the “License Agreement”) between MLS and Vendor, a copy of which is available to You upon request to MLS. Terms not otherwise defined in this Participant Request shall have the meaning set forth in the License Agreement. By signing this Participant Request, You are requesting that Your Participant Listings be included as Licensed Listings for display on the Vendor Website or the Print Media, as applicable, under the License Agreement, and You hereby consent to the grant of the License to Vendor for Your Participant Listings, subject to and in accordance with the terms of the License Agreement. You hereby waive any and all claims against MLS, now existing or hereafter arising, relating to the License Agreement, including the License granted to Vendor with respect to Your Participant Listings. The License may continue until the suspension or termination of the License Agreement, or suspension or termination of the License with respect to Your Participant Listings, in accordance with the terms of the License Agreement. In consideration for the License granted by MLS to Vendor with respect to Your Participant Listings, You agree to pay to MLS the license fees, if any, as set forth for the Participant Listings for each Broker in the License Agreement.

You represent and warrant to MLS that

- (i) You are a principal real estate broker, broker in charge or real estate brokerage firm licensed in accordance with the laws of the state of Connecticut,
- (ii) You are a participant in good standing to MLS’s multiple listing service, and (iii) You are not in default under the Rules and Regulations.

You further represent and warrant to MLS that You have read and understand the terms and conditions of the License Agreement. You agree and acknowledge that the License granted to Vendor by MLS under the License Agreement is an accommodation to You, and You are unconditionally, irrevocably, and personally jointly and severally liable and responsible for the performance by Vendor of all of Vendor’s obligations under the License Agreement and the compliance with all terms and conditions of the License Agreement with respect to Your Participant Listings. Specifically, You are responsible for the display of all Your Participant Listings strictly in compliance with the Rules and Regulations and the License Agreement, and with the applicable state rules and regulations regarding advertising and the display of listings. You may enter into a

separate agreement with the Vendor for other terms and conditions relating to display of Your Participant Listings on the Vendor Display Website and/or the Print Media; provided, however, that no such terms or conditions are contrary to the terms of the License Agreement or the Rules and Regulations.

Dated effective _____, _____

PARTICIPANT

Signature: _____

Printed Name: _____

Title of signatory if Participant is a brokerage firm: _____

SCHEDULE 1

Domain Name of Vendor Website: _____, and/or;
Name of Print Media: _____, as applicable.

License Agreement
(Vendor Display of Listings)

This License Agreement (the “Agreement”) is made and entered into by and between the Connecticut Multiple Listing Service, Inc., a Connecticut corporation (“MLS”), and _____, a _____ (“Vendor”).

AGREEMENT

In exchange for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, MLS and Vendor agree as follows:

1. License Grant. Subject to the terms and conditions of this Agreement, MLS hereby grants to Vendor a License. The License granted under this Agreement is to facilitate the display of Licensed Listings on the Display Media. Vendor agrees and acknowledges that MLS may modify the terms of this Agreement at any time, in its sole discretion. MLS agrees to deliver to Vendor and each Participant notice of any modification to this Agreement. In the event any material modification to this Agreement is unacceptable to Vendor or a Participant, Vendor may terminate this Agreement in accordance with Section 22.b of this Agreement, or Participant may cause MLS to terminate this Agreement for particular Participant/Sales Licensee Websites, or for the Participant Listings of such Participant, in accordance with Section 22.c of this Agreement.

2. Limitations on License. Except as expressly set forth in this Agreement, no rights are granted to Vendor to do any of the following, and Vendor shall not, and shall not cause or allow anyone else, to do any of the following: (a) use, display, access, distribute, transfer, alter, or modify the Licensed Listings, or otherwise create any derivative works of the Licensed Listings, (b) download, distribute, export, deliver, or transmit any of the Licensed Listings, including to any computer or other electronic device, except the Display Server as permitted under this Agreement, or (c) sell, grant access to, or sublicense the Licensed Listings, or any portion of the Licensed Listings, to any third party. Vendor agrees to take all reasonable steps necessary to protect the Licensed Listings from unauthorized access, distribution, copying or use.

3. License Fees and Payment; Expenses. In consideration for the License granted under this Agreement, Vendor agrees to pay to MLS the license fees and other fees described on the attached Schedule C to this Agreement (the “Fees”). The Fees shall be payable as provided on Schedule C. A Participant or Sales Licensee may pay on behalf of Vendor the License Fees and any other amounts owing by Vendor to MLS under this Agreement, except that if a Participant or Sales Licensee fails to pay any such amounts when due, Vendor shall be liable to MLS for such amounts until paid. Vendor agrees to pay all costs of collection of all unpaid amounts owing to MLS under this Agreement, including reasonable attorney’s fees and costs. In addition, Vendor agrees to pay all legal expenses, including reasonable attorney’s fees, incurred by MLS in

negotiating or making any changes to this Agreement, or any documents or agreements in connection with this Agreement, if such changes are made or negotiated at the request of Vendor. Vendor shall be responsible for its own expenses and costs under this Agreement, and 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.

4. Display Servers. All Display Servers, if applicable, shall be under the direct control and supervision of Vendor. In the event any person or entity, except Vendor, has any control over, responsibility for, or access to the Display Server (a "SubVendor"), Vendor shall enter into a written agreement with the SubVendor obligating the SubVendor to comply with all of the terms and conditions of the Agreement. MLS shall be an express third party beneficiary of any such agreement.

5. Compliance with Standards.

a. Vendor agrees to be bound by and comply with all of the terms and conditions of the Access Standards, Technology Standards, and Display Standards, including maintaining, as applicable, the Display Media, and, if applicable, Display Servers, in accordance with the Technology Standards and Display Standards. With respect to the Display Standards, Vendor shall ensure that any display of Licensed Listings, and each Participant or Sales Licensee, is in compliance with the terms of the Display Standards. Vendor shall not cause the display of any Licensed Listings to be inconsistent with the terms of the Display Standards, and Vendor shall not facilitate any noncompliance with the terms of the Display Standards, Technology Standards, Access Standards, or this Agreement, by any third party, including a Participant or Sales Licensee, the host or creator, or a party involved in publication or distribution of the Display Media, as applicable.

b. The Access Standards, Technology Standards, and Display Standards may include terms and limitations in addition to or inconsistent with those set forth in this Agreement. In the event of any such inconsistency, the terms of the Access Standards, Technology Standards, and Display Standards will govern. Vendor acknowledges that MLS may modify the Access Standards, Technology Standards, and Display Standards at any time, in its sole discretion. MLS agrees to deliver to Vendor, and each Participant notice of any modification to the Access Standards, Technology Standards, and Display Standards. In the event any material modification to the Access Standards, Technology Standards, or Display Standards is unacceptable to Vendor or a Participant, Vendor may terminate this Agreement in accordance with Section 22.b of this Agreement, or Participant may cause MLS to terminate this Agreement, or the display of Licensed Listings on a particular Participant/Sales Licensee Website, or on the Vendor Website or in the Print Media, as applicable, and in accordance with Section 22.c of this Agreement.

c. Vendor shall immediately notify MLS of any failure to comply with the Access Standards, Technology Standards, or Display Standards of which it becomes aware, including by any Participant or Sales Licensee, and including any actual

or attempted material unauthorized access to or download or use of the Licensed Listings. Upon the occurrence of any such event or action, Vendor shall take all steps necessary, and cooperate with MLS in every way requested by MLS, to remedy and prevent the continuation or recurrence of such actions or event, including with respect to any litigation or other proceeding, as deemed necessary by MLS.

6. Means of Access to Licensed Listings. Access by Vendor to the Licensed Listings shall be exclusively by the means designated by MLS, in its sole discretion, as set forth in the Access Standards and Technology Standards. MLS may, in its sole discretion and upon thirty (30) days prior written notice to Vendor, change the means and nature of accessing the Licensed Listings.

7. Changes to MLS's Server. MLS shall not be obligated to make any changes to MLS's Server, including any software running on MLS's Server, the configuration, applicable protocols, or any other aspect of MLS's Server for any reason, including changes which Vendor believes may be necessary to facilitate access to the Licensed Listings. Notwithstanding the forgoing, MLS may, at any time, modify or replace MLS's Server, in its sole discretion, and Vendor understands that a modification of MLS's Server may require changes to any applicable websites, including Websites, hardware, software, or configurations to provide for access to the Licensed Listings. MLS makes no representations or warranties with respect to the response time for access to the Licensed Listings. Vendor acknowledges that MLS's Server, together with access to the Licensed Listings may from time-to-time be unavailable to Vendor, whether because of technical failures or interruptions, intentional downtime for service or changes to MLS's Server, or otherwise. Vendor agrees that any modification of MLS's Server, and any interruption or unavailability of access to MLS's Server, or access to or use of the Licensed Listings shall not constitute a default under this Agreement, and that MLS shall have no liability of any nature to Vendor for any such modifications, interruptions, unavailability, or failure of access.

8. Intellectual Property. Vendor acknowledges and agrees that the Database and the Licensed Listings are proprietary, original works of authorship of MLS, or licensed to MLS, protected under United States copyright, trademark, patent and trade secret laws of general applicability. Vendor further acknowledges and agrees that all right, title, and interest in and to the Database and Licensed Listings, together with all modifications, enhancements, and derivative works of the Database, including all copyright rights, are and shall remain with MLS. Notwithstanding the prohibition against modification of the Database, in the event Vendor makes any such modification, then any modifications to the Database, shall be the sole property of MLS. Vendor hereby assigns to MLS any and all modifications to the Database made by Vendor, or anyone within the control of Vendor. Vendor agrees to execute all documents and take all action reasonably requested by MLS in connection with the assignment of rights to MLS. This Agreement does not convey or grant to Vendor an interest in or to the Database or Licensed Listings, but only a limited right to use and display the Licensed Listings, revocable in accordance with the terms of this Agreement. In the event of any claim for infringement or misappropriation of the Database or Licensed Listings, all damages awarded and other awards and recoveries shall be the exclusive property of MLS, and all

such amounts shall be paid to MLS. In the event, for any reason, Vendor obtains possession or control of any such damages or awards, Vendor agrees to hold all such funds as trustee in trust for the exclusive benefit of MLS. Vendor agrees that it will not challenge or take any action inconsistent with MLS's rights to the Database or Licensed Listings.

9. Trademarks. MLS grants to Vendor a limited, non-exclusive, revocable license to use the trademark identified on the attached Schedule B as a trademark available to vendors for the purpose of identifying MLS as the source of the Licensed Listings ("MLS Trademark"). Any use of the MLS Trademark shall be solely for the purpose of identifying MLS as the source of the Licensed Listings, used exactly in the form displayed on Schedule B, and shall be used strictly in accordance with the applicable terms of the Display Standards. The license granted under this Section 9 of this Agreement may be terminated at any time by MLS, in its sole discretion, upon ten (10) days notice. Vendor agrees and acknowledges that the license of the MLS Trademark is made without any representations or warranties of any kind or nature. MLS does not make any representations or warranties regarding title to the MLS Trademark, the rights of any other persons or entities to the MLS Trademark, or with regard to the enforceability of any rights to the MLS Trademark. Except as provided in this Section 9 of this Agreement, no other right is granted to Vendor under this Agreement with respect to any trademarks of MLS. Vendor agrees that it shall not use any trademarks of MLS, or any marks that are confusingly similar, assert any right, license, or interest with respect to any trademarks of MLS, or represent or suggest any affiliation between MLS and Vendor. Vendor agrees that it will not file any applications or assert any rights to any of MLS's trademarks in the United States, or any other country or territory.

10. No Warranties. THE LICENSE GRANTED UNDER THIS AGREEMENT, INCLUDING ACCESS AND DISPLAY OF THE LICENSED LISTINGS, IS "AS IS," AND, EXCEPT FOR THE WARRANTIES SET FORTH IN SECTION 12 OF THIS AGREEMENT, MLS DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

11. Audit. MLS may, or at its option may engage an independent third party to, audit, test, and inspect the books, records, equipment, and facilities of Vendor, including each Display Server, and to perform tests of Vendor's controls, systems and procedures, and of the Participant/Sales Licensee Websites and Vendor Website, if applicable, as often as deemed reasonably necessary by MLS, in its sole discretion, including without limitation, (a) external attempts to penetrate any firewalls established in connection with any Display Server and protection of the Licensed Listings, (b) viewing all of the pages constituting each Website or the Print Media, as applicable, (c) using the Websites to initiate and execute searches, (d) using all other features and functions available on the Websites, and if any of the features or functions of a Website are protected by a user authentication device, such as a password, or require registration or similar function, then using all of such features and functions. If any features or functions of a Website require registration or other information, MLS may input

information which is not accurate in order to access the feature or function. Vendor shall not attempt to block or otherwise interfere with MLS's monitoring or review of, attempts to penetrate, or access to, any Display Server or Vendor's other systems and controls. Each such audit shall be performed in accordance with audit standards and procedures established by MLS, in its sole discretion, and shall be performed to monitor and review (a) the adequacy of Vendor's internal controls; (b) the adequacy of Vendor's security system and procedures; (c) Vendor's compliance with the Technology Standards; (d) Vendor's compliance with applicable laws, rules and regulations; and (e) Vendor's compliance with any other terms of this Agreement. The costs of such audits and tests shall be at MLS's expense, except that if at any time an audit discloses that Vendor is not in full compliance and has otherwise not met the audit standards established by MLS in its sole discretion, Vendor shall pay all costs of the audit, including MLS's internal costs, the independent auditor costs, and other out-of-pocket expenses incurred by MLS.

12. Mutual Representations and Warranties. Each party represents and warrants to the other as follows: (a) this Agreement, when executed by such party, will be valid, binding and enforceable with respect to such party in accordance with its terms; (b) the execution of this Agreement and/or the performance of such party'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; and (c) Vendor 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. Vendor further represents and warrants to MLS that the grant of the License to Vendor and the fulfillment of Vendor's obligations as contemplated under this Agreement are proper and lawful.

13. Contract Administration; Technical Contact. Each party shall designate the name, address, telephone number, fax number, and e-mail address of a person who shall be the contract administrator under this Agreement (each a "Contract Administrator"), and the name, address, telephone number, fax number, and e-mail address of a person who shall be the technical contact under this Agreement (the "Technical Contact"). The initial Contract Administrator and Technical Contact for Vendor shall be identified on the attached Schedule A to this Agreement. The Contract Administrator and/or Technical Contact may be changed from time-to-time, but not prior to delivery of notice to the other party. Each party's Technical Contact will be the point of contact for all technical issues related to the Database, Display Server(s), and otherwise arising under this Agreement.

14. Disclaimer. Vendor acknowledges and agrees that use of, access to, and the display of the Licensed Listings by Vendor do not constitute an endorsement, acceptance, or approval by MLS of any display of the Licensed Listings, or the means of displaying the Licensed Listings, including the Display Media, or the content of the Display Media. MLS expressly disclaims any responsibility for the content of the Display Media and any other medium of display of the Licensed Listings, including without limitation, intellectual property infringement, content, accuracy, defamation, and other unlawful content.

15. Operation in Accordance with Law. Vendor agrees that it will at all times develop, maintain, and display, as applicable, the Licensed Listings, the Display Media, Display Servers, content of the Display Media, and all of Vendor's business and business operations in a professional manner and in accordance with all applicable federal, state, and local laws, ordinances, and regulations and the Rules and Regulations. Further, Vendor will not include in the content of the Display Media any material which is illegal, immoral, unethical, or offensive.

16. Confidential Information. Vendor agrees and acknowledges that in addition to any copyright and other proprietary rights, the Licensed Listings are confidential information of MLS. The Licensed Listings, any non-public information delivered by or under the direction of MLS or used by Vendor in connection with access to the Licensed Listings, and the terms and conditions of this Agreement (collectively "Confidential Information"), shall be maintained by Vendor as confidential and available exclusively for use by Vendor as provided in this Agreement, and for no other purposes. Vendor shall not disclose any Confidential Information to anyone, except as ordered by a court of competent jurisdiction or as otherwise required by law. Vendor shall not disclose any Confidential Information pursuant to a court order or as required by law until Vendor has given MLS ten (10) days prior written notice and an opportunity to oppose such disclosure.

17. Indemnification. Vendor hereby agrees to indemnify and hold harmless MLS, and 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 any material breach by Vendor of any of the terms and conditions of this Agreement, including any breach of any warranty set forth in Section 12 of this Agreement, and the use and display, and in the case of Print Media, distribution, of the Licensed Listings. MLS shall have the right to control its own defense and engage legal counsel acceptable to MLS.

18. Limitation of Liability. TO THE FULLEST EXTENT AVAILABLE UNDER APPLICABLE LAW, MLS'S ENTIRE AND CUMULATIVE LIABILITY TO VENDOR, 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 LICENSED LISTINGS, INCLUDING ANY TORT, SUCH AS NEGLIGENCE, SHALL NOT EXCEED AN AMOUNT EQUAL TO THE LICENSE FEE PAID TO 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 SECTION 18 OF THIS AGREEMENT, IN NO EVENT SHALL MLS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES OR LOST PROFITS, EVEN IF MLS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

19. Injunction. MLS and Vendor agree that a breach or violation of Sections 2, 5, 8, 9, 11, 15, 16 and 20 of this Agreement will result in immediate and irreparable injury and harm to MLS. In such event, MLS shall have, in addition to any and all remedies of law and other consequences under this Agreement, the right to 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 MLS may have, including, without limitation, the right to seek monetary damages.

20. Proprietary and Other Notices. Vendor agrees that it will include and not alter or remove any trademark, copyright, or other notices, or any disclaimers located or used on, or in connection with the Licensed Listings, or otherwise required by MLS. Vendor agrees to provide notice to any person with access to the display of any the Licensed Listings that the source of the Licensed Listings is MLS, and the Licensed Listings are confidential information of MLS. Specifically, without limitation, the notices set forth in the Display Standards shall be displayed on all pages displaying Licensed Listings, or a portion of the Licensed Listings, in a reasonably conspicuous manner.

21. License Suspension. MLS may, at its option and without prior notice to Vendor, immediately suspend the License, including access to or display of the Licensed Listings, or any portion of the Licensed Listings, including the Participant's Listings of a particular Participant, on any particular Website or in Print Media for a period of up to thirty (30) days upon the occurrence of any default by Vendor, or the occurrence of any event which MLS believes may constitute a default, under this Agreement, including any violation of or noncompliance with the Access Standards, Technology Standards, or the Display Standards, or failure by Vendor, or a Participant, Sales Licensee, or Brokerage Firm to pay any License Fees owing to MLS under this Agreement. MLS shall provide Vendor and the Participant with written notice of suspension of the License within three (3) days following the first day of suspension. Nothing under this Section 21 of this Agreement shall be construed as requiring MLS to suspend the License prior to exercising its right of termination under Section 22 of this Agreement.

22. Term and Termination.

a. The initial term of this Agreement shall commence on the Effective Date, and unless earlier terminated, continue until the first (1st) anniversary of the Effective Date, and shall automatically renew for additional one (1) year terms thereafter unless either party gives written notice to the other party of non-renewal at least thirty (30) days prior to the expiration of the then-current term.

b. Vendor may terminate this Agreement at any time prior to the expiration of the initial term or any renewal term by delivering to MLS prior notice of termination.

c. MLS may terminate this Agreement at any time after MLS has given ten (10) days notice to Vendor and Participant of any of the defaults set forth in

Section 22.d of this Agreement, and such defaults have not been cured within such ten (10) day period; provided, however, that if, in the reasonable discretion of MLS, the default by Vendor or Participant could result in irreparable harm to MLS, MLS may terminate this Agreement without prior written notice, if notice of such termination is delivered to Vendor and Participant within ten (10) days of termination by MLS.

d. The foregoing Section 22.c applies to the following defaults: (i) Vendor (or Participant or Brokerage Firm on Vendor's behalf) fails to pay any amounts owing to MLS under this Agreement when due; (ii) Vendor discloses or uses in any manner not expressly permitted under this Agreement any Confidential Information; (iii) the License is suspended pursuant to Section 21 of this Agreement, and Vendor fails to cure the reason for suspension within the thirty (30) day suspension period provided under Section of this Agreement; (iv) at any time, any representation or warranty made by Vendor is false or misleading, whether based on facts or events existing on the Effective Date, or any time thereafter; or (v) Vendor otherwise defaults under any other material term or condition of this Agreement. In addition, MLS may terminate this Agreement upon ten (10) days notice to Vendor if Vendor ceases doing business or becomes insolvent, a voluntary or involuntary petition of bankruptcy is filed with respect to Vendor, or Vendor ceases to operate or control the Websites or ceases to publish the Print Media, as applicable.

e. Upon the termination of this Agreement, for any reason, the License shall terminate and Vendor shall within ten (10) business days of the date of termination of this Agreement (i) permanently delete and remove all copies of the Licensed Listings, and such software from all computers and other storage devices on which they were loaded or copied, including the Display Servers, and (ii) terminate the use and display of any Licensed Listings on or in the Display Media or elsewhere, and (iii) deliver to MLS written certification acceptable to MLS of Vendor's compliance with the provisions of this Section 22.e of this Agreement.

f. No License Fees, or portion of the License Fees, or other fees payable by Vendor under this Agreement will be refunded to Vendor upon termination of this Agreement for any reason, whether termination is by Vendor or MLS.

23. General.

a. Governing Law; Submission to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the state of Connecticut. Vendor acknowledges that by entering into this Agreement, and providing the services provided under this Agreement, Vendor has transacted business in the state of Connecticut. By transacting business in the state of Connecticut by agreement, Vendor voluntarily submits and consents to, and waives any defense to the jurisdiction of courts located in New Haven County, state of Connecticut, as to all matters relating to or arising from this Agreement.

b. Notices. All notices, demands, or consents required or permitted under this Agreement shall be either in writing and delivered personally or sent by registered mail, certified mail, return receipt requested, or by a reputable overnight courier service, or delivered by email, to the appropriate party at the address for notices provided on the attached Schedule A to this Agreement or in the case of Participant, at the address maintained by MLS for Participant. The foregoing addresses may be changed from time-to-time by delivering notice of such change to the parties to this Agreement.

c. Costs of Litigation. If any action is brought by either party to this Agreement against the other party regarding the subject matter of this Agreement, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorney fees, costs, and expenses of litigation.

d. No Joint Venture. Nothing in this Agreement shall be construed to create a partnership or joint venture between MLS and Vendor. Vendor shall be responsible for the wages, hours, and conditions of employment of Vendor's personnel during the term of this Agreement. Nothing in this Agreement shall be construed as implying that Vendor or employees of Vendor are employees of MLS.

e. 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.

f. 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. The subsequent acceptance of any payment due under this Agreement by any party shall not be deemed to be a waiver of any preceding breach of the party making payment with respect to any term, covenant or condition contained in this Agreement.

g. No Assignment. Vendor agrees that it will not assign or delegate, license, or otherwise transfer this Agreement, any licenses granted under this Agreement, or any of the rights or obligations of Vendor under this Agreement.

h. Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of MLS and Vendor, and is not intended to benefit any third party, including any Participant, Sales Licensee, Brokerage Firm, or users of Websites or Print Media. No third party may claim any right or benefit under or seek to enforce any of the terms and conditions of this Agreement.

i. Entire Agreement. This Agreement includes any schedules attached to this Agreement, which schedules are incorporated into this Agreement by this reference. This Agreement constitutes the entire agreement between Vendor and MLS concerning the subject matter of this Agreement. This Agreement supersedes any contemporaneous or prior proposal, representation, agreement, or understanding between

the parties. This Agreement may not be amended except in writing signed by Vendor and MLS.

j. Survival. The provisions of Sections 2, 3, 7, 8, 10, 14, 16, 17, 18, 19, 22.e, 22.f, and 23 shall survive the termination of this Agreement.

24. Definitions. The underlined terms set forth in this Section 24 shall have the meanings given them in this Section 24.

a. Access Standards means the additional terms and conditions for accessing the Licensed Listings, which terms and conditions are established and amended by MLS from time-to-time. The Access Standards current as of the Effective Date are attached to this Agreement as Schedule D.

b. Agreement means this License Agreement, together with all documents which are incorporated by reference into this Agreement.

c. Confidential Information has the meaning set forth in Section 16 of this Agreement.

d. Contract Administrator has the meaning set forth in Section 13 of this Agreement.

e. Database has the meaning set forth in the Display Standards.

f. Display Media has the meaning set forth in the Display Standards.

g. Display Standards means MLS's standards for display of Licensed Listings, which standards are established and amended by MLS from time-to-time. A copy of the current version of the Display Standards as of the Effective Date is attached as Schedule E to this Agreement.

h. Display Server means all of the computer hardware and software, commonly referred to as a server, which generate the web pages on which Licensed Listings, or portions of the Licensed Listings, are displayed for the respective Websites, and make them available through the Internet.

i. Effective Date means the date identified as the effective date on the signature page of this Agreement.

j. Fees has the meaning set forth in Section 3 of this Agreement.

k. License means a non-exclusive, non-transferable license to access and display the Licensed Listings only on or in the applicable Display Media.

l. Licensed Listings has the meaning set forth in the Display Standards.

- m. MLS's Server means the computer server or servers, including both hardware and software, maintained by MLS which provides or provide the means for Vendor to access the Licensed Listings.
- n. MLS Trademark has the meaning set forth in Section 9 of this Agreement.
- o. Participant means each principal real estate broker, broker in charge, or brokerage firm that is a participant in MLS's multiple listing service, and has executed a Participant Request for MLS to grant to Vendor a License.
- p. Participant Request means an agreement provided by MLS to be executed by a Participant and/or Sales Licensee in connection with granting a License to Vendor for a particular Display Media. Each Participant Request is incorporated into this Agreement by this reference.
- q. Participant/Sales Licensee Website means an Internet website established for a Participant or Sales Licensee located at and with the domain name identified in the Participant Request.
- r. Rules and Regulations means the MLS Rules and Regulations established by MLS, as amended by MLS from time-to-time.
- s. Sales Licensee means each real estate agent, sales licensee, or non-principal broker that is affiliated with a Participant, who is a subscriber to MLS's multiple listing service, and has executed a Participant Request for MLS to grant to Vendor a License.
- t. SubVendor has the meaning set forth in Section 4 of this Agreement.
- u. Technical Contact has the meaning set forth in Section 13 of this Agreement.
- v. Technology Standards means the standards for maintaining technology used in connection with the access to and use of the Licensed Listings as established by MLS. The Technology Standards current as of the Effective Date are attached to this Agreement as Schedule F.
- w. Website means each Participant/Sales Licensee Website or Vendor Website, as applicable.

Dated effective _____, _____

MLS

Connecticut Multiple Listing Service, Inc.

By _____

President

VENDOR

By _____

President

SCHEDULE A

Vendor's Contract Administrator (See Section 13 of the Agreement):

Name: _____
Title: _____
Address: _____

Telephone: _____
Email: _____

Vendor's Technical Contact (See Section 13 of the Agreement):

Name: _____
Title: _____
Address: _____

Telephone: _____
Email: _____

MLS's Address for Notices (See Section 23.b of the Agreement):

Name: Cameron Paine
Title: Chief Executive Officer
Address: 127 Washington Street – West Bldg.
North Haven, CT 06473
Telephone: (203) 234-7001
Email: Cameron@ctstatewidemls.com

Vendor's Address for Notices (See Section 23.b of the Agreement):

Name: _____
Title: _____
Address: _____

Telephone: _____
Email: _____

SCHEDULE B

MLS Trademark



or

Connecticut Multiple Listing Service, Inc.

SCHEDULE C

Fees and Payment Terms

None

SCHEDULE D

Access Standards for FTP Download

1. Means of Access. Access to the Licensed Listings shall be exclusively through download of the Licensed Listings through MLS's Server via file transfer protocol (FTP) ("FTP Download").
2. License Grant. In addition to the License granted to Vendor under the Agreement, MLS hereby grants to Vendor a license to download the Licensed Listings exclusively through FTP Download and subject to the other terms and conditions of the Agreement and these Access Standards. Upon termination of the Agreement, for any reason, the license granted to Vendor under this Section 2 of these Access Standards shall automatically terminate.
3. Change of Means of Access; Photographs. MLS may, in its sole discretion and upon thirty (30) days prior written notice to Vendor and change the means and nature of downloading the Licensed Listings, and/or terminate the download of the Licensed Listings to the Display Server. Specifically, but without limitation, MLS may change the applicable table structures at any time after fifteen (15) days notice to Vendor. The download of and access to photographs will be by providing to Vendor the primary photograph for each Licensed Listing included in the data feed either by (a) a hypertext mark-up language document containing an image tag to the photograph stored on MLS's Server, or (b) a compressed file containing the actual photographs.

Access Standards. MLS will create an updated file of the Licensed Listings and photographs at least one (1) time every twenty-four (24) hours. Vendor may download the Licensed Listings no more frequently than one (1) time every twenty-four (24) hours. Vendor's initial download of the Licensed Listings shall be a full download. After the initial download, Vendor's downloads of the Licensed Listings may be full or incremental as determined by MLS in its sole discretion.

SCHEDULE E-1

Display Standards for Vendor Website

[Note: This schedule should be attached only if the license includes the display of listings on a Vendor Website.]

1. Vendor Website. These Display Standards apply to display of Licensed Listings on the Vendor Website having a domain name of _____.

2. Definitions. The following additional terms shall have the following meanings for purposes of these Display Standards:

a. Database means collectively the compilations of Listings and other data and information maintained by MLS as the MLS Database.

b. Display Media means the Vendor Website.

c. Licensed Listings means the Participant Listings, consisting of only the specific data provided by MLS in only the fields identified by MLS from time to time.

d. Participant Listings means the portion of the MLS Database which consists of the real estate listings of a particular Participant.

3. Suspension/Termination of the Agreement.

a. In addition to the suspension events set forth in Section 21 of the Agreement, MLS may, at its option, immediately suspend the License with respect to the Participant Listings of any particular Participant (a) upon the occurrence of any default by a respective Participant of the Rules and Regulations or any other agreement with MLS, including failure to pay any fees owing to MLS when due, or (b) if, at any time, a respective Participant is no longer a participant in MLS's multiple listing service.

b. In addition to the events of termination set forth in Section 22 of the Agreement, MLS may terminate the License with respect to the Participant Listings of a particular Participant, at any time upon notice to Vendor and particular Participant (i) upon the occurrence of any default by the applicable Participant under the Rules and Regulations or any other agreement entered into with MLS, (ii) if, at any time, the applicable Participant or Sales Licensee is not a participant in MLS's multiple listing service, or (iii) upon delivery of notice by such Participant to MLS that the License should be terminated with respect to the Participant Listings of such Participant, for any reason, including Participant's unwillingness to accept a material modification to the Agreement, so long as such notice is delivered to MLS no later than thirty (30) days after notice of the material modification is given to the applicable Participant. Upon termination of the License for Participant Listings of a particular Participant, in accordance with this Section 3.b of these Display Page Standards, the terms of Sections

22.e and 22.f of the Agreement shall apply with respect to the Participant Listings for which the License is terminated.

4. Display Restrictions and Requirements.

a. The Vendor Website must include terms and conditions of use which are substantially in conformance with the terms and conditions included on MLS's website.

b. Each display by Vendor of any Licensed Listings, or portion of Licensed Listings, shall clearly and conspicuously identify MLS as the source of the Licensed Listings in accordance with Section 4.c of these Display Standards.

c. Each web page which displays any Licensed Listings, or portion of Licensed Listings, shall include the following notices which shall be in a typeface not smaller than the median used in the display of Licensed Listings on that page:

The multiple listing information is provided by the Connecticut Multiple Listing Service, Inc. from a copyrighted compilation of listings. The compilation of listings and each individual listing are © [insert current year] the Connecticut Multiple Listing Service, Inc. All Rights Reserved.

The information provided is for consumers' personal, non-commercial use and may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing. All properties are subject to prior sale or withdrawal. All information provided is deemed reliable but is not guaranteed accurate, and should be independently verified.

d. The display or use of the Licensed Listings, or any portion of the Licensed Listings, and the Vendor Website, including all content included on the Vendor Website, shall not include any of the following:

i. Any material which infringes the intellectual property rights of any third party.

ii. Any material which promotes pornography, violence, or discrimination on the basis of race, sex, religion, nationality, disability, age, or sexual orientation.

iii. Any material which is immoral, unethical, offensive, illegal, or inappropriate for a professional website or other display.

iv. Viruses, worms, "trojan horses" or other similar contaminating or harmful features.

v. No display or use of the Licensed Listings, or any portion of the Licensed Listings, shall be used in connection with sending unsolicited or unauthorized advertising, spam, promotional materials, or any other form of unsolicited message, whether commercial or otherwise.

SCHEDULE E-2

Display Standards for Print Media

[Note: This schedule should be attached only if the license includes the display of listings on in Print Media.]

5. Print Media. These Display Standards are for display of the Licensed Listings in the Print Media which is a _____ [insert type of media, such as book, magazine, or newspaper] known as _____ [insert name of publication].

6. Definitions. The following additional terms shall have the following meanings for purposes of these Display Standards:

a. Database means collectively the compilations of Listings and other data and information maintained by MLS as the MLS Database.

b. Display Media means the Print Media.

c. Licensed Listings means the Participant Listings, consisting of only the specific data provided by MLS in only the fields identified by MLS from time to time.

d. Participant Listings means the portion of the MLS Database which consists of the real estate listings of a particular Participant.

7. Suspension/Termination of the Agreement.

a. In addition to the suspension events set forth in Section 21 of the Agreement, MLS may, at its option, immediately suspend the License with respect to the Participant Listings of any particular Participant (a) upon the occurrence of any default by a respective Participant of the Rules and Regulations or any other agreement with MLS, including failure to pay any fees owing to MLS when due, or (b) if, at any time, a respective Participant is no longer a participant in MLS's multiple listing service.

b. In addition to the events of termination set forth in Section 22 of the Agreement, MLS may terminate the License with respect to the Participant Listings of a particular Participant, at any time upon notice to Vendor and particular Participant (i) upon the occurrence of any default by the applicable Participant under the Rules and Regulations or any other agreement entered into with MLS, (ii) if, at any time, the applicable Participant or Sales Licensee is not a participant in MLS's multiple listing service, or (iii) upon delivery of notice by such Participant to MLS that the License should be terminated with respect to the Participant Listings of such Participant, for any reason, including Participant's unwillingness to accept a material modification to the

Agreement, so long as such notice is delivered to MLS no later than thirty (30) days after notice of the material modification is given to the applicable Participant. Upon termination of the License for Participant Listings of a particular Participant, in accordance with this Section 3.b of these Display Page Standards, the terms of Sections 22.e and 22.f of the Agreement shall apply with respect to the Participant Listings for which the License is terminated.

8. Display Restrictions and Requirements.

a. Each page of the Print Media which displays any Licensed Listings, or portion of Licensed Listings, shall clearly and conspicuously identify MLS as the source of the Licensed Listings in accordance with Section 4.c of these Display Standards.

b. Each page which displays any Licensed Listings, or portion of Licensed Listings, shall include the following notices which shall be in a typeface not smaller than the median used in the display of Licensed Listings on that page:

The multiple listing information is provided by the Connecticut Multiple Listing Service, Inc. from a copyrighted compilation of listings. The compilation of listings and each individual listing are © [insert current year] the Connecticut Multiple Listing Service, Inc.. All Rights Reserved.

The information provided is for consumers' personal, non-commercial use and may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing. All properties are subject to prior sale or withdrawal. All information provided is deemed reliable but is not guaranteed accurate, and should be independently verified.

c. The display or use of the Licensed Listings, or any portion of the Licensed Listings, and the Print Media, including all content in the Print Media, shall not include any of the following:

i. Any material which infringes the intellectual property rights of any third party.

ii. Any material which promotes pornography, violence, or discrimination on the basis of race, sex, religion, nationality, disability, age, or sexual orientation.

iii. Any material which is immoral, unethical, offensive, illegal, or inappropriate for a professional website or other display.

SCHEDULE F

Technology Standards

Vendor shall use at least, and without limitation, the following security protection in connection with use, access, and display of Licensed Listings:

Physical Security

- The security perimeter is clearly defined and the facilities physically sound.
- The walls are of solid construction.
- External doors protect against unauthorized access.
- Access rights to secure areas are regularly reviewed and updated.
- Access rights to secure areas are changed when personnel changes.
- Key storage is physically protected.
- Media containing sensitive information is protected against unauthorized access.
- Procedures are in place to handle secure disposal of backup media and other media containing sensitive information.

Remote Access

- Only users with a specific business requirement are granted remote access capabilities.
- Users are authenticated prior to accessing corporate network resources.
- Authentication is in the form of a unique username and password.
- Secure encrypted communications are used for remote administration of production systems and applications.
- Remote administration protocols, such as SSH, Telnet, PC Anywhere, Windows Terminal Server, or Remote Desktop, limit access to only trusted networks using a firewall.

Network Access

- Access control devices such as a firewall are used to separate public, 3rd party, and corporate networks.
- Users are located on separate network segments from those containing servers.
- Users' segments are separated from server segments by a firewall or equivalent access control device.
- Network access policies disallow all access by default.
- Access policies are audited to identify out dated policy rules.
- Access control measures include username and password authentication.
- User access is restricted on a need-to-know basis.
- Maintenance accounts and remote support access are disabled if they are not required.
- Privileged and administrative accounts are strictly controlled.

- Vendor default security settings are changed on production systems before the system goes into production.
- Production systems are hardened by removing all unnecessary tools installed by the default configuration.
- All production systems are updated with the latest security related patches released by the vendors of various components.
- The router configuration is secured.
- Egress and ingress filters are installed on all border routers to prevent impersonation with spoofed IP addresses.
- If routers and other network devices are configured remotely, a secure communication protocol is used to protect the communication channel from eavesdropping.
- Routers are configured to drop any unauthorized packets.
- Routers are configured to prevent remote probing.
- Changes to the firewall need authorization.
- The network segment containing the servers for the web presence are separated from the Internet with a firewall.
- The network segment containing the servers for the web presence are separated from the network segment containing the internal servers with a firewall.
- All Internet accessible hosts (for example, firewall, web server, router, etc.) are periodically updated and patched for security vulnerabilities.

System Security

- Vendor-supplied defaults are changed before a system is placed into production.
- Standard builds for each system class exist.
- Server builds take into account all known security vulnerabilities and industry best practices.
- Systems are configured to only run necessary services.
- Vendor-supplied security patches are installed within one month of release.
- A process exists to identify newly discovered security vulnerabilities applicable to the environment.

Privileged Account Management

- When an employee leaves the company, the account and password are immediately revoked.
- Privileged accounts have an individual username and password that is not shared.
- Accounts are reviewed on a yearly basis to ensure that out-of-date or unknown accounts do not exist.
- Unique username and passwords are used to authenticate.
- Security management controls the addition, deletion, and modification of IDs.
- Information security management (a) does not permit group passwords, (b) requires the minimum length of at least 7 character passwords, (c) requires passwords not be found in any commonly used dictionary, and (d) requires password choice to contain at least 1 number or 1 symbol.