

License Agreement

(IDX Listings– FTP and Web Services)

This License Agreement (the “Agreement”) is made and entered into by and between Wasatch Front Regional Multiple Listing Service, Inc., a Utah corporation (“WFR”), and _____, a _____ (“Vendor”).

AGREEMENT

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

1. License Grant. Subject to the terms and conditions of this Agreement, WFR hereby grants to Vendor a License. The License granted under this Agreement is to facilitate the display of Licensed Listings on Display Websites of Broker Subscribers and their Agent Subscribers. No License will be granted to Vendor with respect to a particular Display Website except upon execution of a Display Website Agreement by the applicable Broker Subscriber or Agent Subscriber, and execution of a Broker Agreement by the applicable Broker Subscriber, for the respective Display Website. Vendor agrees and acknowledges that WFR may modify the terms of this Agreement at any time, in its sole discretion. WFR agrees to deliver to Vendor, each Broker Subscriber, and each Agent Subscriber notice of any modification to this Agreement. In the event any material modification to this Agreement is unacceptable to Vendor, a Broker Subscriber, or an Agent Subscriber, Vendor may terminate this Agreement in accordance with Section 22.b of this Agreement, or Broker Subscriber or Agent Subscriber may cause WFR to terminate this Agreement for particular Display Websites in accordance with Section 22.d of this Agreement. In the event an Agent Subscriber is no longer an agent of the Broker Subscriber which accepted the terms of a Broker Agreement for that Agent Subscriber, then WFR may suspend this Agreement with respect to the applicable Agent Subscriber’s Display Website(s) in accordance with Section 21 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 WFR a license fee in the amount set forth on the Vendor Registration Page (the “License Fee”). Unless otherwise

expressly provided under this Agreement, Vendor agrees to pay for any set-up, support or other services provided by WFR in connection with the Licensed Listings or this Agreement, at WFR's then-current hourly rates. All amounts owing for such services shall be due within ten (10) days of receipt of invoice. Interest on all unpaid amounts owing to WFR under this Agreement shall accrue at the rate of fifteen percent (15%) per annum until paid. Vendor agrees to pay all costs of collection of all unpaid amounts owing to WFR 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 WFR in negotiating or making any changes to this Agreement, or any documents or agreements in connection with this Agreement. Vendor shall be responsible for its own expenses and costs under this Agreement, and WFR 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 shall be owned by and 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. WFR 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 the Display Page Standards, including maintaining the Display Websites, Display Servers, and the Display Pages in accordance with the Technology Standards and the Display Page Standards. With respect to the Display Page Standards, Vendor shall ensure that any display of IDX Listings, and each Display Website and page on each Display Website, and each IDX Subscriber, is in compliance, with the terms of the Display Page Standards. Vendor shall not cause the display of any IDX Listings, or any Display Website or page on such Display Website, to be inconsistent with the terms of the Display Page Standards, and Vendor shall not facilitate any noncompliance by IDX Subscribers with the terms of the Display Page Standards.

b. The Access Standards, Technology Standards, and Display Page 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 Page Standards will govern. Vendor acknowledges that WFR may modify the Access Standards, Technology Standards, and Display Page Standards at any time, in its sole discretion. WFR agrees to deliver to Vendor, Broker Subscriber, and Agent Subscriber notice of any modification to the Access Standards, Technology Standards, and Display Page Standards. In the event any material modification to the Access Standards, Technology Standards, and Display Page Standards is unacceptable to Vendor, a Broker Subscriber, or an Agent Subscriber, Vendor may terminate this Agreement in accordance with Section 22.b of this Agreement, or Broker Subscriber or Agent Subscriber may cause WFR to terminate this Agreement, or the display of Licensed Listings on a particular Display Website, in accordance with Section 22.d of this Agreement.

c. Vendor shall immediately notify WFR of any failure to comply with the Access Standards, Technology Standards, or Display Page Standards of which it becomes aware, including by any IDX Subscriber, 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 WFR in every way requested by WFR, 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 WFR.

6. Means of Access to Licensed Listings. Access by Vendor to the Licensed Listings shall be exclusively through either (a) FTP Download, or (b) Web Services Access, as designated by Vendor on the attached Schedule A to this Agreement, or another means determined by WFR in its sole discretion, and in accordance with the Access Standards and Technology Standards. WFR 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 WFR's Server. WFR shall not be obligated to make any changes to WFR's Server, including any software running on WFR's Server, the configuration, applicable protocols, or any other aspect of WFR's Server for any reason, including changes which Vendor believes may be necessary to facilitate access to the Licensed Listings. Notwithstanding the forgoing, WFR may, at any time, modify or replace WFR's Server, in its sole discretion, and Vendor understands that a modification of WFR's Server may require changes to any applicable websites, including the Display Websites, hardware, software, or configurations to provide for access to the Licensed Listings. WFR makes no representations or warranties with respect to the response time for access to the Licensed Listings. Vendor acknowledges that WFR'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 WFR's Server, or otherwise. Vendor agrees that any modification of WFR's Server, and any interruption or unavailability of access to WFR's Server, or access to or use of the Licensed Listings shall not constitute a default under this Agreement, and that WFR 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 IDX Database and the Licensed Listings are proprietary, original works of authorship of WFR, or licensed to WFR, 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 IDX Database and Licensed Listings, together with all modifications, enhancements, and derivative works of the IDX Database, including all copyright rights, are and shall remain with WFR. Notwithstanding the prohibition against modification of the IDX Database, in the event Vendor makes any such modification, then any modifications to the IDX Database, shall be the sole property of WFR. Vendor hereby assigns to WFR any and all modifications to the IDX Database made by Vendor, or anyone within the control of Vendor. Vendor agrees to execute all documents and take all action reasonably requested by WFR in connection with the assignment of rights to WFR. This Agreement does not convey or grant to Vendor an interest in or to the IDX 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 IDX Database or Licensed Listings, all damages awarded and other awards and recoveries shall be the exclusive property of WFR, and all such amounts shall be paid to WFR. 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 WFR. Vendor agrees that it will not challenge or take any action inconsistent with WFR's rights to the IDX Database or Licensed Listings.

9. Trademarks. WFR grants to Vendor a limited, non-exclusive, revocable license to use the trademark identified on the Vendor Registration Page as a trademark available to vendors for the purpose of identifying WFR as the source of the Licensed Listings ("WFR Trademark"). Any use of the WFR Trademark shall be solely for the purpose of identifying WFR as the source of the Licensed Listings, used exactly in the form displayed on the Vendor Registration Page, and shall be used strictly in accordance with any additional terms set forth on the Vendor Registration Page and the terms of the Display Page Standards. The license granted under this Section 9 of this Agreement may be terminated at any time by WFR, in its sole discretion, upon ten (10) days notice. Vendor agrees and acknowledges that the license of the WFR Trademark is made without any representations or warranties of any kind or nature. WFR does not make any representations or warranties regarding title to the WFR Trademark, the rights of any other persons or entities to the WFR Trademark, or with regard to the enforceability of any rights to the WFR 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 WFR. Vendor agrees that it shall not use any trademarks of WFR, or any marks that are confusingly similar, assert any right, license, or interest with respect to any trademarks of WFR, or represent or suggest any affiliation between WFR and Vendor. Vendor agrees that it will not file any applications or assert any rights to any of WFR's trademarks in the United States, or any other country or territory.

10. No Warranties. THE LICENSE GRANTED UNDER THIS AGREEMENT, INCLUDING TO ACCESS AND DISPLAY THE LICENSED LISTINGS, IS "AS IS," AND WFR 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. WFR 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 Display Websites, as often as deemed reasonably necessary by WFR, 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 Display Website, (c) using the Display Websites to initiate and execute searches, (d) using all other features and functions available on the Display Websites, and if any of the features or functions of a Display 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 Display Website require registration or other

information, WFR 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 WFR'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 WFR, 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 WFR'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 WFR in its sole discretion, Vendor shall pay all costs of the audit, including WFR's internal costs, the independent auditor costs, and other out-of-pocket expenses incurred by WFR.

12. Representations and Warranties of Vendor. Vendor represents and warrants the following to WFR:

a. This Agreement, when executed by Vendor, will be valid, binding and enforceable with respect to Vendor in accordance with its terms. The execution of this Agreement and/or the performance of Vendor'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 Vendor is bound.

b. The grant of the License to Vendor and the fulfillment of Vendor's obligations as contemplated under this Agreement are proper and lawful.

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.

d. For each Display Website, a Display Website Agreement has been entered into by the applicable Broker Subscriber or Agent Subscriber.

e. For each Display Website, a Broker Agreement has been entered into by the applicable Broker Subscriber.

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, which schedule is incorporated herein by this reference. 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 IDX 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 WFR of any display of the Licensed Listings, or the means of displaying the Licensed Listings, including the Display Websites, or the content of the Display Websites. WFR expressly disclaims any responsibility for the content of the Display Website 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 Websites, the Display Servers, the content of the Display Websites, 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 Policies and Procedures. Further, Vendor will not include in the content of the Display Websites 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 WFR. The Licensed Listings, any non-public information delivered by or under the direction of WFR 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 WFR ten (10) days prior written notice and an opportunity to oppose such disclosure.

17. Indemnification. Vendor hereby agrees to indemnify and hold harmless WFR, 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, hosting of the Display Websites, and the use and display of the Licensed Listings. Vendor shall further indemnify WFR from and against any and all claims, demands, liabilities, and actions, including the payment of all legal expenses, including reasonable attorney's fees and costs, based on any breach of any warranty set forth in Section 12 of this Agreement. WFR shall have the right to control its own defense and engage legal counsel acceptable to WFR.

18. Limitation of Liability. TO THE FULLEST EXTENT AVAILABLE UNDER APPLICABLE LAW, WFR'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 WFR 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 WFR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES OR LOST PROFITS, EVEN IF WFR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

19. Injunction. WFR 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 WFR. In such event, WFR 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 WFR 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 WFR. 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 WFR, and the Licensed Listings are confidential information of WFR. Specifically, without limitation, such notices shall be displayed on the Display Pages in a reasonably conspicuous manner.

21. License Suspension. WFR may, at its option and without prior notice to Vendor, immediately suspend the License, including access to or display of the Licensed Listings, or the display of the Licensed Listings on any particular Display Website for a period of up to thirty (30) days upon the occurrence of any default by Vendor, or the occurrence of any event which WFR believes may constitute a default, under this Agreement, including any violation of or noncompliance with the Access Standards, Technology Standards, or the Display Page Standards, or failure by Vendor, or a Broker Subscriber, Agent Subscriber, or brokerage firm to pay any License Fees owing to WFR under this Agreement. WFR shall provide Vendor with written notice of suspension of the License within three (3) days following the first day of suspension. In addition, WFR may, at its option, immediately suspend the License with respect to any particular Display Website (a) upon the occurrence of any default by the respective Broker Subscriber or Agent Subscriber of an applicable Broker Agreement, Display Website Agreement, the Policies and Procedures, or any other agreement with WFR, including failure to pay any fees owing to WFR when due, or (b) if, at any time, the respective Broker Subscriber or the Broker Subscriber of the respective Agent Subscriber is not an IDX Subscriber. Nothing under this Section 21 of this Agreement shall be construed as requiring WFR 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 WFR prior notice of termination.

c. WFR may terminate this Agreement at any time after WFR has given ten (10) days notice to Vendor of any of the following defaults, and such defaults have not been cured within such ten (10) day period; provided, however, that if, in the reasonable discretion of WFR, the default by Vendor could result in irreparable harm to WFR, WFR may terminate this Agreement without prior written notice, if notice of such termination is delivered to Vendor within ten (10) days of termination by WFR:

i. Vendor fails to pay any amounts owing to WFR under this Agreement when due.

ii. Vendor discloses or uses in any manner not expressly permitted under this Agreement any Confidential Information, except as expressly provided in this Agreement.

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 21 of this Agreement.

iv. Vendor otherwise defaults under any other material term or condition of this Agreement.

d. WFR may terminate the License with respect to the Display Website(s) of a particular Broker Subscriber or Agent Subscriber at any time upon notice to Vendor and (A) upon the occurrence of any default by such Broker Subscriber or Agent Subscriber under any applicable Broker Agreement, Display Website Agreement, the Policies and Procedures, or any other agreement entered into with WFR, (B) if, at any time, such Broker Subscriber or Agent Subscriber is not an IDX Subscriber, or (C) upon delivery of notice by such Broker Subscriber or Agent Subscriber to WFR that the License should be terminated with respect to the Display Websites of such Broker Subscriber or Agent Subscriber, for any reason, including Broker Subscriber's or Agent Subscriber's unwillingness to accept a material modification to the Broker Agreement or Display Website Agreement, as applicable, so long as such notice is delivered to WFR no later than thirty (30) days after notice of the material modification is given to the applicable Broker Subscriber or Agent Subscriber, or (D) Broker Subscriber's or Agent Subscriber's failure to pay any license fees owing by such Broker Subscriber or Agent Subscriber under the applicable Broker Agreement or Display Website Agreement when due. Upon termination of the License for a particular Broker Subscriber's or Agent Subscriber's Display Website in accordance with this Section 22.d of this Agreement, the

terms of Sections 22.e and 22.f of this Agreement shall apply with respect to the Display Website for which the License is terminated.

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, (a) 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 (b) terminate the use and display of any Licensed Listings on Display Pages or elsewhere, and (c) deliver to WFR written certification acceptable to WFR 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 WFR.

23. General.

a. Governing Law; Submission to Jurisdiction. This Agreement shall be governed by and construed accordance with the laws of the state of Utah. Vendor acknowledges that by entering into this Agreement, and by obtaining the License, Vendor has transacted business in the state of Utah. Vendor hereby voluntarily submits and consents to, and waives any defense to the jurisdiction of courts located in the state of Utah 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 be in writing and shall be 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 following addresses:

If to WFR:

Wasatch Front Regional Multiple Listing Service Inc.
756 East Winchester, Suite 290
Murray, Utah 84107
Attention: President
Email: jim@wfrmls.com

With a copy to:

Callister Nebeker & McCullough
Gateway Tower East, Suite 900
10 East South Temple
Salt Lake City, Utah 84133
Attention: John H. Rees
Email: jhrees@cnmlaw.com

If to Vendor, at the address for notices provided on the attached Schedule A to this Agreement.

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 WFR 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 WFR.

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 any party of, or the failure of any 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 WFR and Vendor, and is not intended to benefit any third party, including any Broker Subscriber, Agent Subscriber, brokerage firm, or users of the Display Websites. 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 WFR 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 WFR.

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 WFR from time-to-time. A copy of the then-current version of the Access Standards is available at the website identified on the Vendor Registration Page. The Access Standards are incorporated into this Agreement by this reference.

b. Agent Subscriber means each real estate agent that is affiliated with a Broker Subscriber, who is a subscriber to WFR's multiple listing service, and who requests that WFR grant to Vendor a License to facilitate the display of Licensed Listings on Display Websites of Agent Subscriber. .

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

d. Broker Subscriber means each principal real estate broker who is a subscriber to WFR's multiple listing service, and has requested that WFR grant to Vendor a License to facilitate the display of applicable Licensed Listings on Broker Subscriber's Display Website, the Display Websites of his/her brokerage firm, or any of Broker Subscriber's Agent Subscribers' Display Websites.

e. Broker Agreement means the agreement provided by WFR, in a form acceptable to WFR, in its sole discretion, and to be executed by a Broker Subscriber for him/herself and/or his/her Agent Subscribers in connection with the granting of a License to Vendor for a particular Display Website. Each such Broker Agreement is incorporated into this Agreement by this reference.

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

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

h. Contract Year means a one (1) year period commencing on the Effective Date and each anniversary of the Effective Date.

i. Display Pages means web pages which comply with the Display Page Standards.

j. Display Page Standards means the standards for pages on which Licensed Listings are displayed, which standards are established and amended by WFR from time-to-time. A copy of the then-current version of the Display Page Standards is available at the website identified on the Vendor Registration Page. The Display Page Standards are incorporated into this Agreement by this reference.

k. Display Server means all of the computer hardware and software, commonly referred to as a server, which generate the Display Pages for the respective Display Websites, and make them available through the Internet.

l. Display Website means each Internet website established for a Broker Subscriber, Broker Subscriber's brokerage firm, or Agent Subscriber located at and with the domain name identified for the Display Website in the applicable Display Website Agreement, and for which a Display Website Agreement and Broker Agreement has been entered into and accepted by WFR.

m. Display Website Agreement means the agreement provided by WFR, in a form acceptable to WFR, in its sole discretion, and to be entered into by an Agent Subscriber or Broker Subscriber in connection with the granting of a License to Vendor for a particular Display Website. Each such Display Website Agreement is incorporated into this Agreement by this reference.

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

o. FTP Download means download of Licensed Listings through WFR's Server via file transfer protocol (FTP).

p. IDX Agent means an Agent Subscriber of an IDX Participating Broker.

q. IDX Database means collectively the compilations of current, active Listings and other data and information maintained by WFR and known as the IDX Database or the Wasatch Front Regional Multiple Listings Service Public Database.

r. IDX Listings means the Listings included in the IDX Database.

s. IDX Non-Participation Election. A written request by a Broker Subscriber to WFR that no data from Listings submitted by Broker Subscriber be included as IDX Listings.

t. IDX Participating Broker means a Broker Subscriber who has not made and is then currently under an IDX Non-Participation Election and who is actively engaged in the real estate brokerage business.

u. IDX Subscriber means an IDX Participating Broker or an IDX Agent, respectively.

v. License means a non-exclusive, non-transferable license to access and display the Licensed Listings only on Display Pages which are generated by Display Servers, and displayed on Display Websites, and not other websites or media, in accordance with the limitations and other terms and conditions of this Agreement.

w. License Fee has the meaning set forth in Section 3 of this Agreement.

x. Licensed Listings means the IDX Listings, consisting of only the specific data provided by WFR in the fields identified by WFR from time to time, in its sole discretion, for IDX Listings.

y. Listing means the data and other information regarding a parcel of real property, and all improvements on the real property, which is used in connection with the listing, marketing, and sale of real property.

z. Policies and Procedures means the Policies and Procedures of Wasatch Front Regional Multiple Listing Service, Inc. as amended by WFR from time-to-time.

aa. SubVendor has the meaning set forth in Section 4 of this Agreement.

bb. Technical Contact has the meaning set forth in Section 13 of this Agreement.

cc. Technology Standards means the standards for maintaining technology used in connection with the access to and use of the Licensed Listings as established by WFR. A copy of the then-current version of the Technology Standards is available at the website identified on the Vendor Registration Page. The Technology Standards are incorporated into this Agreement by this reference.

dd. Vendor Registration Page means the webpage of WFR on which WFR may provide information applicable to Vendor in connection with the granting of a License.

ee. Web Services Access means access to the Licensed Listings through an electronic request for data from a Display Website, delivery of the electronic request through the Display Website, and WFR returning to the user through the Display Website formatted search results, subject to the limitations and restrictions imposed under this Agreement, the Access Standards, in the Policies and Procedures, and as otherwise provided by WFR.

ff. WFR's Server means the computer server or servers, including both hardware and software, maintained by WFR which provides or provide the means for Vendor to access the Licensed Listings.

gg. WFR Trademark has the meaning set forth in Section 9 of this Agreement.

Dated effective _____, _____, 200__

WFR

WASATCH FRONT REGIONAL MULTIPLE LISTING SERVICE, INC.

By _____
James B. Naccarato

President

VENDOR

By _____

President

SCHEDULE A

In connection with the Agreement, Vendor must provide the following information:

Designated Means of Access (See Section 6 of the Agreement)

- FTP Download
- Web Services Access

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: _____

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

Name: _____
Title: _____
Address: _____

Telephone: _____
Email: _____