

SANDICOR TEMPO MLS END-USER LICENSE AGREEMENT

This End-User License Agreement (“EULA”) is a binding agreement between you (“You” or “Subscriber” or “Participant” or “Assistant”) and SANDICOR, Inc., a California Corporation (“SANDICOR”). You are permitted access to the SANDICOR Tempo MLS System only by virtue of your assent to the terms of this EULA. If you decline to assent to the terms of this EULA, your use of the SANDICOR Tempo MLS System will terminate immediately.

1. SANDICOR’s obligations.

In consideration of Your payment of the fees and any other amounts due to or assessed by SANDICOR, and compliance with the rules, regulations, and procedures of SANDICOR (the “SANDICOR Rules”), SANDICOR makes the contents of the SANDICOR Tempo MLS System available to You and licenses it for Your use, subject at all times to the terms and conditions of this EULA.

2. Intellectual property.

(a) License to SANDICOR. You hereby grant to SANDICOR a license in and to all text and photographs (Your “Contribution”) that You submit to the SANDICOR Tempo MLS System, including any copyrights relating to such Contribution. The license permits SANDICOR to use and compile items in Your Contribution and to sublicense the use of items in Your Contribution to others as permitted or contemplated by the SANDICOR Rules and the terms of this EULA. This license also gives SANDICOR the right, in its sole discretion and at its own expense, to enforce any and all rights, including without limitation any copyrights and other intellectual property rights, that You may have in Your Contribution. SANDICOR has the right to control the prosecution and settlement of any such enforcement actions in its sole discretion. You agree to provide all reasonable assistance to SANDICOR in connection with such enforcement activity, including without limitation, consenting to be joined as a party to any judicial, quasi-judicial or administrative proceeding or arbitration. Nothing in this EULA shall require SANDICOR to undertake such enforcement activity. You warrant that you have the authority to grant this license and that Your Contribution does not infringe on any copyright or other intellectual property rights of any third party.

(b) License to You. SANDICOR hereby grants to You during the term of this EULA a revocable, limited, nonexclusive license to view compilations, text and photographs from the SANDICOR Tempo MLS System (“MLS Information”), subject to the limitations set forth in this EULA and in the SANDICOR Rules. You may use the MLS Information only in connection with your lawful business activities. You may not represent or suggest that any MLS Information not created by You or on Your behalf (“Other MLS Information”) was created by you or on your behalf. As an example, and without limiting the general nature of the foregoing, absent the consent of the owner of the Other MLS Information, you may not use Other MLS Information to describe or illustrate, with photos or otherwise, Your listings. You may not display or post links to reports generated

by the SANDICOR Tempo MLS System on any website or other publication available or distributed to the general public. You may not use unattended software programs, scripted software programs, or other automated electronic processes to access and or download data from the SANDICOR Tempo MLS System. All rights not expressly granted in this EULA are reserved.

3. Your obligations and acknowledgements.

(a) Use limited. Subject to the foregoing, You may use the SANDICOR Tempo MLS System and the MLS Information on the SANDICOR site solely for the purpose of listing, selling, leasing, and/or appraising real estate. Your license to use the SANDICOR Tempo MLS System may be revoked immediately, without notice from SANDICOR, if You (i) use the MLS Information for any purpose other than as set forth in the first sentence of this Section 3(a); (ii) violate any of the SANDICOR Rules; (iii) disclose any of the MLS Information available on the SANDICOR Tempo MLS System to any third party except as permitted in this EULA; or (iv) disclose Your user ID and password to any third party.

(b) Permitted disclosures. You may, during the term of this EULA, Disclose the MLS Information to consumers for their non-commercial use to the extent permitted by the SANDICOR Rules and the terms of this EULA.

(c) SANDICOR Rules subject to change. The current version of the SANDICOR Rules is available at www.SANDICOR.com and such Rules, as they are revised from time to time, are incorporated into this EULA by reference. SANDICOR may in its sole discretion amend or revise the SANDICOR Rules as provided in such Rules.

(d) Confidentiality. You shall maintain the confidentiality of Your user ID and password. You may not provide Your user ID and password to any other person. In the event that a third person accesses the SANDICOR Tempo MLS System using your user ID and password, you shall be responsible for any violations of law, this EULA or the SANDICOR Rules by any such person.

(e) Editorial control. SANDICOR is not required to, and generally does not, review, edit, or exercise editorial control over the SANDICOR Tempo MLS System or MLS Information; and use of either is subject to the exclusions of warranties and limitations of liabilities set forth in this EULA. The foregoing notwithstanding, SANDICOR may take any steps necessary in its judgment, including deleting MLS Information submitted by you, or portions of it, to avoid or remedy any violation of law, infringement of intellectual property right, or remove any subject matter that SANDICOR, in its sole discretion, determines to be inappropriate.

4. Fees.

This EULA is at all times conditioned upon the payment of the fees and any other amounts due to or assessed by SANDICOR. Failure to pay all fees and other amounts

may result in immediate termination of this EULA and of all accesses and licenses hereunder, without notice to You from SANDICOR. There shall be no refund or proration of any fees upon the termination of this EULA or the termination of your right to use the SANDICOR Tempo MLS System.

5. Term and termination.

(a) Term and termination. This EULA shall continue until (i) You cease to be affiliated with SANDICOR; (ii) You fail to pay fees or other amounts due to SANDICOR in accordance with applicable payment policies; or (iii) SANDICOR terminates this EULA by giving You notice.

(b) Modifications to EULA. You hereby agree that SANDICOR may, in its sole discretion, condition future access to the SANDICOR Tempo MLS System on your acceptance of modified versions of this EULA. You hereby agree that Your assent via electronic means to any EULA, including this one, shall function as Your signature on it and shall be fully binding on You.

(c) Events upon termination. Promptly upon any termination or expiration of this EULA, (i) SANDICOR shall deactivate Your user ID and password, and You shall have no further access to the SANDICOR Tempo MLS System; (ii) You shall purge all copies of the SANDICOR software and the MLS Information from Your personal computers; and (iii) all licenses granted hereunder shall immediately terminate.

6. Disputes and remedies.

(a) Injunctive relief. You acknowledge and agree that the compilation of MLS Information contained in the SANDICOR Tempo MLS System is confidential, proprietary and owned by SANDICOR and that if, except as authorized in this EULA, You make an unauthorized disclosure of any part of such MLS Information, no remedy at law will be adequate. You therefore agree in the event of such unauthorized disclosure that SANDICOR may obtain injunctive relief or other equitable remedies against You in addition to all available remedies at law. In the event of such injunctive relief or other equitable remedies, to the extent permitted by law, SANDICOR shall have no obligation to post a security or other bond or undertaking.

(b) Legal fees. In the event of any legal action, arbitration, or informal dispute resolution proceeding (an "Action") between You and SANDICOR on account of or with respect to this EULA, the prevailing party shall be entitled to recover reasonable attorney's fees, costs and expenses incurred in the Action.

(c) Liquidated damages. You acknowledge that damages suffered by SANDICOR from access to the MLS Information by an unauthorized third party using Your ID and password or Your unauthorized disclosure of any MLS Information to a third party would be speculative and difficult to quantify. Accordingly, and as a material inducement to SANDICOR to enter into this EULA, You agree that if any disclosure of Your ID and

password results in access to the MLS Information by an unauthorized third party or if you make disclosure of MLS Information to an unauthorized third party, regardless of whether such access or disclosure is intentional, negligent or inadvertent, You shall be liable to SANDICOR for liquidated damages in the amount of the greater of \$5,000 or the amount established in the SANDICOR Rules for each real estate listing accessed or disclosed; and in any such case, this EULA may be terminated.

7. Disclaimer, limitation of liability, and indemnification.

(a) DISCLAIMER OF WARRANTIES. SANDICOR PROVIDES THE SANDICOR TEMPO MLS SYSTEM, ALL COMPONENTS OF IT AND ALL MLS INFORMATION ON AN “AS IS,” “AS AVAILABLE,” BASIS. USE OF THE SANDICOR TEMPO MLS SYSTEM AND THE MLS INFORMATION AVAILABLE THROUGH IT ARE AT YOUR SOLE RISK. SANDICOR MAKES NO WARRANTY THAT THE SANDICOR TEMPO MLS SYSTEM WILL BE AVAILABLE ON AN UNINTERRUPTED BASIS. SANDICOR AND ITS PARTICIPANTS AND OTHER SUBSCRIBERS MAKE NO WARRANTY TO YOU AS TO THE ACCURACY, COMPLETENESS, CURRENCY OR RELIABILITY OF ANY INFORMATION AVAILABLE THROUGH THE SANDICOR TEMPO MLS SYSTEM. SANDICOR EXPRESSLY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE SANDICOR TEMPO MLS SYSTEM AND THE MLS INFORMATION AVAILABLE THROUGH IT, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

(b) LIMITATIONS AND EXCLUSIONS OF LIABILITY. SANDICOR SHALL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES THAT RESULT FROM: THE USE OF, OR INABILITY TO USE, THE SANDICOR TEMPO MLS SYSTEM OR ANY OF THE MLS INFORMATION AVAILABLE ON IT, OR RELIANCE BY YOU OR ANY CONSUMER ON ANY INFORMATION OBTAINED THROUGH USE OF THE SANDICOR TEMPO MLS SYSTEM; MISTAKES, OMISSIONS, DELETIONS OR DELAYS IN TRANSMISSION OF SUCH INFORMATION; INTERRUPTIONS IN TELECOMMUNICATIONS CONNECTIONS TO THE SANDICOR TEMPO MLS SYSTEM; OR VIRUSES OR FAILURES OF PERFORMANCE; WHETHER CAUSED IN WHOLE OR PART BY NEGLIGENCE, ACTS OF GOD, TELECOMMUNICATIONS FAILURE, OR THEFT OF, DESTRUCTION OF, OR UNAUTHORIZED ACCESS TO THE SANDICOR TEMPO MLS SYSTEM OR RELATED INFORMATION, RECORDS OR PROGRAMS.

(c) MAXIMUM AGGREGATE LIABILITY. IN NO EVENT SHALL THE LIABILITY OF SANDICOR ARISING OUT OF ANY CLAIM RELATED TO THIS EULA OR YOUR USE OF OR INABILITY TO USE THE SANDICOR TEMPO MLS SYSTEM EXCEED THE AGGREGATE AMOUNT PAID BY YOU OR ON YOUR BEHALF TO SANDICOR AS FEES DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM.

(d) Indemnification. You will indemnify and hold SANDICOR harmless and, at SANDICOR's request, defend SANDICOR from and against any and all liability, damages, loss or expense (including reasonable fees of attorneys and other professionals) in connection with any claim, demand, action or proceeding initiated by any third-party against SANDICOR arising from any of Your acts, including without limitation (i) putting inaccurate information into the SANDICOR Tempo MLS System; (ii) making, or allowing another person to make, unauthorized use of Your password and ID; (iii) making unauthorized use of the SANDICOR Tempo MLS System, or the MLS Information; (iv) infringing any proprietary, intellectual property or contract right of any third party; or (v) violating this EULA, any other agreement, any of the SANDICOR Rules or any law.

(e) Acknowledgment. You acknowledge that SANDICOR has set its fees and other charges in reliance on the disclaimers of warranty and limitations and exclusions of liability set forth in this EULA and that the same form an essential basis of the bargain between You and SANDICOR.

8. Miscellaneous.

(a) Assignment. You may not assign or delegate this EULA or any rights, obligations or duties hereunder. Any purported assignment or delegation in violation of this section shall be void from the time of such purported assignment or delegation.

(b) Integration. This EULA, the SANDICOR MLS Subscriber Agreement between you and SANDICOR (the "Subscriber Agreement") and the SANDICOR Rules referenced in the Subscriber Agreement contain the entire understanding of the parties and supersede all previous oral and written agreements on the subject hereof. This EULA and the Subscriber Agreement shall, if at all possible, be interpreted to be consistent with and supplemental to one another. If there is a direct conflict between this EULA and the Subscriber Agreement, the terms and provisions of this EULA shall prevail.

(c) Severability. Each provision of this EULA is severable from the whole, and if one provision is declared invalid, the other provisions shall remain in full force and effect.

(d) Governing law. This EULA shall be governed by, and construed in accordance with, the laws of the State of California applicable to contracts made and performed in California without reference to its choice of law provisions.