ICAOR INSTRUCTIONS FOR Web-API AGREEMENT

The following document is an agreement that specifies the terms and conditions pursuant to which Imperial County Association of REALTORS® ("ICAOR") will grant you access to a portion of ICAOR confidential regional multiple listing service data (the "Data"). There are three types of people or entities that may gain access to the Data pursuant to this agreement: (1) Broker Participants of ICAOR ("Brokers"); (2) Agent licensees affiliated with a Broker/Corporate license ("Agents"); and (3) Consultants ("Consultants") who assist Brokers and/or Agents in setting up and maintaining a web site that incorporates or otherwise displays any portion of the Data. A separate signature page is provided for each of the foregoing people or entities. **Please read and follow the appropriate instructions below:**

IF YOU ARE A BROKER SIGNING THE AGREEMENT FOR THE FIRST TIME:

1. Print the agreement and locate the pages titled "BROKER/AGENT SIGNATURE PAGE" and "AFFILIATED AGENTS PAGE";
2. Discard the pages titled "CONSULTANT SIGNATURE PAGE";
3. Read the agreement and, if you agree to the terms and conditions, fill in the requested information on the "BROKER/AGENT SIGNATURE PAGE" and, if applicable, the "AFFILIATED AGENTS PAGE" and sign each page where indicated;
4. Return only the single "BROKER/AGENT SIGNATURE PAGE" and, if applicable, the "AFFILIATED AGENTS PAGE" to ICAOR.

IF YOU ARE A BROKER WHO HAS PREVIOUSLY SIGNED THIS AGREEMENT BUT NOW WISHES TO ALLOW ONE OR MORE OF YOUR AGENTS TO UTILIZE THE CONSULTANT NAMED HEREIN:

1. Print the agreement and locate the page titled "AFFILIATED AGENTS PAGE";
2. Discard the pages titled "BROKER/AGENT SIGNATURE PAGE," "and "CONSULTANT SIGNATURE PAGE";
3. If you wish to allow any Agents affiliated with your Broker/Corporate license to utilize the services of the Consultant, fill in all of the information requested on the "AFFILIATED AGENTS PAGE" and sign the page where indicated;
4. Return only the single "AFFILIATED AGENTS PAGE" to ICAOR.

IF YOU ARE AN AGENT:

1. Print the agreement and locate the page titled "BROKER/AGENT SIGNATURE PAGE" and "AFFILIATED AGENTS PAGE"
2. If your broker has previously signed the "BROKER/AGENT SIGNATURE PAGE" for the consultant named in this agreement, discard the pages titled "BROKER/AGENT SIGNATURE PAGE" and the "CONSULTANT SIGNATURE PAGE";

a. Read the agreement and, if you agree to the terms and conditions, fill in the requested information and sign the "AFFILIATED AGENTS PAGE";

b. Return only the single "AFFILIATED AGENTS PAGE" to ICAOR.

3. If your broker has not previously signed the "BROKER/AGENT SIGNATURE PAGE", discard the pages titled "AFFILIATED AGENTS PAGE"

a. Read the agreement, and if you and your broker agree to the terms and conditions, both of you are to fill in the requested information and sign the BROKER/AGENT SIGNATURE PAGE";

b. Return only the single "BROKER/AGENT SIGNATURE PAGE" to ICAOR.

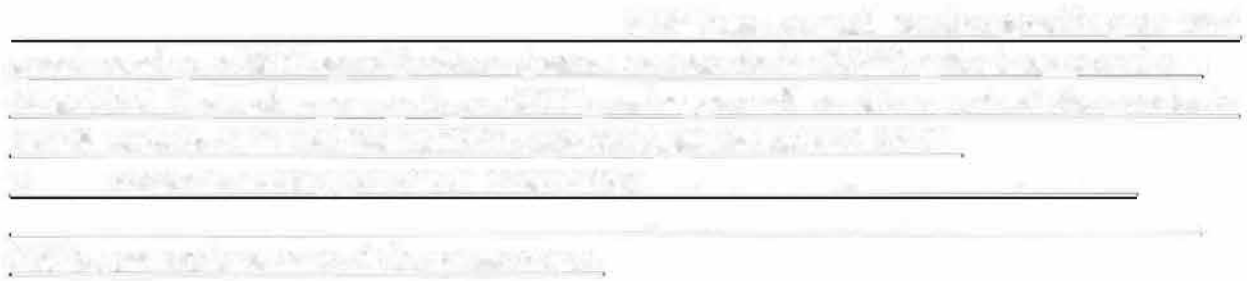
4. Please note that in order for you, an Agent, to be granted access, the Broker with whom you are affiliated, must have listed you on either the "BROKER/AGENT SIGNATURE PAGE" or the "AFFILIATED AGENTS PAGE" as provided to ICAOR.

IF YOU ARE A CONSULTANT: 1. You need only sign the agreement and submit the signature page to ICAOR once no matter how many Brokers or Agents you assist in connection with the Data;

2. Print the agreement and locate the pages titled "CONSULTANT SIGNATURE PAGE" and ;

3. Read the agreement and the additional conditions set forth on the "CONSULTANT SIGNATURE PAGE" If you agree to the terms and conditions, fill in the information requested and sign and date the "CONSULTANT SIGNATURE PAGE." Please read the additional conditions set forth on the "CONSULTANT SIGNATURE PAGE" carefully. Failure to strictly adhere to those conditions may result in immediate loss of access to the Data resulting in your inability to service all of your existing customers whether or not those customers are authorized to receive the Data;

4. **ICAOR will notify you of the information contained in the "CONSULTANT WEB – API INFORMATION" box located at the bottom of the "CONSULTANT SIGNATURE PAGE WEB – API by returning a copy of that page to you.**



ICAOR CONFIDENTIAL DATA ACCESS AGREEMENT – WEB – API

This Access Agreement is entered into as of the Effective Date set forth on the signature page of this Agreement by and between the Broker Participant of ICAOR Multiple Listing Service ("Broker"), or the Agent Subscriber of ICAOR Multiple Listing Service ("Agent"), or the Consultant ("Consultant") who is assisting a Broker or an Agent with setting up and/or maintaining an internet web site that incorporates or otherwise displays WEB-API Data (Broker,

Agent or Consultant shall hereinafter be referred to as the "Receiving Party") specified on the signature page of this Access Agreement and ICAOR , Inc., a California corporation ("ICAOR ").

WITNESSETH:

Whereas, ICAOR operates a regional multiple listing service ("MLS") in connection with the sale of real estate in several jurisdictions in California; and

Whereas, Broker or Agent wishes to obtain, and ICAOR wishes to provide, for Broker's or Agent's web site, certain WEB-API Data; and

Whereas, the parties wish to set forth the terms on which Broker, Agent or Consultant may access the ICAOR WEB-API Server containing listing data from ICAOR 's database and publish such data on the Internet.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Definitions. As used herein, the following terms have the meanings set forth below:

"Agent" means the agent signing this Access Agreement that is also a Subscriber to the ICAOR MLS as defined by the ICAOR Rules and Regulations.

"WEB-API" means, and is restricted to, a subset (selected by ICAOR) of the listing data in ICAOR 's database in which various Broker Participants have given ICAOR permission to disseminate to other participating Broker Participants for the purpose of Internet display on web sites of those Broker Participants who have agreed to participate in the WEB-API program.

"Broker" means the broker signing this Access Agreement that is also a Participant of the ICAOR MLS as defined by the ICAOR Rules and Regulations.

"Claims" means any and all damages, losses, liabilities, costs and expenses, including reasonable attorneys' fees, arising out of, in connection with or relating to, use and/or publication of the WEB-API Data, including, but not limited to, claims relating to infringement of proprietary rights of third parties.

"Consultant" means companies or individuals who are not employees of Broker or Agent that perform WEB-API Data downloading, manipulation, and formatting on behalf of one or more Brokers or Agents.

"Term" with respect to Broker and Agent means a perpetual period commencing on the Effective Date unless this Access Agreement is terminated as provided in Paragraph 5. "Term" with respect to Consultant is defined on the "CONSULTANT SIGNATURE PAGE."

"Rules" means ICAOR 's Multiple Listing Service Rules and Regulations, revised as of January 2007 and further revised from time to time, and ICAOR 's Business Rules.

2. Non-Exclusive License. ICAOR hereby grants to Receiving Party a nonexclusive license to access and download and publish on the Internet, in whole or in part, the WEB-API Data during the Term. Receiving Party agrees that it shall obtain WEB-API Data only from ICAOR 'S WEB-API server unless specifically given written permission to obtain data from other ICAOR servers, programs or sources. Receiving Party hereby acknowledges and agrees that ICAOR is not supplying any software, programming assistance or tangible property of any kind in connection with such license and, if needed, Receiving Party must obtain such items at Receiving Party's sole cost and expense. To the extent that the WEB-API Data includes intellectual property owned by Broker or Agent, Broker or Agent grants to ICAOR a nonexclusive license to make such intellectual property available to Consultant pursuant to the terms and conditions of this Agreement.

3. Fees. Receiving Party shall pay fees in accordance with the Schedule of WEB-API Fees published on ICAOR 's web site found at www.ICAOR.com. ICAOR may make reasonable adjustments to the WEB-API Fees at any time by giving all Receiving Parties at least 30 days advance notice of any such adjustment.

4. Ownership. Nothing herein shall constitute a transfer of title to the WEB-API Data. Without limiting the generality of the foregoing, Receiving Party hereby acknowledges and agrees that it shall have no right to retain or use any WEB-API Data except as provided herein and in conjunction with the Rules. Receiving Party also acknowledges and agrees that ICAOR may enhance, augment, reformat, watermark or otherwise manipulate (collectively "Manipulations") the WEB-API Data. Receiving Party agrees to reproduce all such Manipulations each and every time Receiving Party makes the WEB-API Data available to the public.

5.

Term. Each of the following shall constitute a "Termination Event" hereunder:

(i) A material default in the performance of any of the covenants or conditions of this Access Agreement if the same shall not have been cured by the defaulting party within ten (10) days after written notice from the non-defaulting party to the defaulting party setting forth with specificity the nature of such default; or

(ii) Broker's or Agent's MLS service becomes inactive for any reason; or (iii) Broker or Agent terminates service with Consultant; or (iv) Receiving Party fails to comply with the Rules; or

(v) Receiving Party fails to respond within two business days to any inquiry from ICAOR directed to the contact information for Receiving Party then on file with ICAOR ; or

(vi) Consultant exceeds the WEB-API Daily Number Download Limit specified on the CONSULTANT SIGNATURE PAGE –WEB-API as provided by ICAOR ; (vii) Consultant downloads data from Data Fields not on the list approved by ICAOR ; or

(viii) Upon thirty (30) days' prior written notice of one party to the other for any reason, with or without cause.

At any time following the occurrence of a Termination Event described above, the Access Agreement shall be deemed terminated immediately and automatically, without further notice or other action and ICAOR may immediately terminate Receiving Party's access to the Broker Data.

6. Warranties and Covenants. Receiving Party hereby warrants and covenants as follows.

(a) Receiving Party shall comply, in all respects, and at no cost to ICAOR , with any and all conditions, requirements or restrictions established by ICAOR with respect to use or publication of the WEB API Data.

(b) Receiving Party hereby acknowledges that it has received a copy of the Rules. Receiving Party shall comply, in all respects and at no cost to ICAOR , with the Rules, including, but not limited to, rules or regulations concerning confidential information, lockbox reference, vacancy of property, showing instructions, other forms of advertising, Broker to Broker communication and rules regarding the display of WEB API Data on the Internet and in printed media.

(c) Consultant shall not and Broker or Agent shall not allow any Consultant to download any WEB API Data unless and until said Consultant receives written permission from ICAOR.

(i) RECEIVING PARTY ACKNOWLEDGES AND EXPRESSLY AGREES THAT ICAOR 'S ACTUAL DAMAGES FROM IN THE EVENT
OF A VIOLATION OF SECTION 6(C) WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO ASCERTAIN AND THAT THE APPROPRIATE AMOUNT OF DAMAGES IS $1,000. NOTWITHSTANDING THE FOREGOING, ICAOR AND RECEIVING PARTY EXPRESSLY AGREE THAT THE DAMAGES TO BE PAID BY RECEIVING PARTY FOR A VIOLATION OF SECTION 6(C) SHALL BE AS FOLLOWS: $100 FOR THE FIRST VIOLATION, $500 FOR A SECOND VIOLATION WITHIN FIVE YEARS OF THE FIRST VIOLATION AND $1,000 FOR A THIRD VIOLATION WITHIN FIVE YEARS OF THE SECOND VIOLATION. THE PARTIES FURTHER AGREE THAT A FOURTH VIOLATION WITHIN FIVE YEARS OF A THIRD VIOLATION SHALL BE A "TERMINATION EVENT" PURSUANT TO PARAGRAPH 5.

7. Assignment. Receiving Party may not assign this Access Agreement without the prior written consent of ICAOR , which may be withheld in its sole and absolute discretion.

8. Notice. All notices and other communications hereunder shall be in writing and shall be (a) personally delivered, (b) transmitted by first class mail, postage prepaid, (c) sent by Federal Express or similar expedited delivery service or (d) transmitted by telecopy, in each case addressed to the party to whom notice is being given at its address as set forth under its signature below, or at such other address as may hereafter be designated in writing by that

party. All such notices or other communications shall be deemed to have been given on (i) the date received if delivered personally, (ii) three (3) business days after the date of posting if delivered by mail, (iii) the date of receipt, if delivered by Federal Express or similar expedited delivery service or (iv) the date of transmission if delivered by telecopy.

9. Confidentiality.

(a) *General Confidentiality*. Unless Receiving Party proves conclusively to the contrary by a preponderance of the evidence that certain material is not encompassed by this Access Agreement, all material accessed by, or disclosed by ICAOR to, Receiving Party shall be presumed to be (i) confidential, (ii) trade secrets of ICAOR (iii) and proprietary information of ICAOR (collectively without distinction, "Proprietary Information"), and it will be so regarded by Receiving Party and Receiving Party's Consultant.

(b) *Duty of Confidentiality*. Except as expressly allowed pursuant to this Access Agreement, Receiving Party agrees to maintain and preserve the confidentiality of the Proprietary Information and not to disclose such information to third parties without the prior written consent of ICAOR ; provided, however, that Receiving Party shall have no such obligation with respect to use or disclosure to others not parties to this Access Agreement of such Proprietary Information as can be established to have been received by Receiving Party at any time from a source (other than ICAOR) lawfully having the right to disclose such information. Notwithstanding the above, nothing herein shall prevent Receiving Party from disclosing all or part of the Proprietary Information that it is legally compelled to disclose (by oral deposition, interrogatories, request for information or documents, subpoena civil investigative demand, or any other process), provided, however, that before any such disclosure, Receiving Party shall notify ICAOR in writing of any such order or request to disclose and cooperate with ICAOR (at ICAOR 's cost) with respect to any procedure sought to be pursued by ICAOR in protecting against such disclosure.

10. Indemnification. Receiving Party hereby releases and discharges ICAOR from any and all Claims. Receiving Party agrees to indemnify and, at the request of ICAOR , defend ICAOR from and against all Claims, provided Receiving Party is notified promptly in writing of a Claim and has sole control over its defense or settlement, and ICAOR provides reasonable assistance (at Receiving Party's expense and reasonable request) in the defense of the same. Notwithstanding the foregoing, ICAOR shall have the right to approve any settlement of any Claim to the extent that such settlement imposes any restrictions, duties or obligation on ICAOR , such approval to not be unreasonably withheld or delayed.

11. Survival. Notwithstanding any other provision herein, the obligations of the parties, and each of them, contained in Paragraphs 4, 9 and 10 shall survive any termination of this Access Agreement.

12. Miscellaneous.

(a) *Controlling Law*. This Licensing Agreement shall be governed by, and construed under, the laws of the State of California without regard to the principles of conflicts of law.

(b) *Binding upon Successors and Assigns*. Subject to Paragraph 6 of this Access Agreement, each and all of the covenants, terms, provisions and agreements contained in this Access Agreement shall be binding upon, and inure to the benefit of, the permitted successors, executors, heirs, representatives, administrators and assigns of the parties hereto.

(c) *Severability*. If any provision of this Access Agreement, or the application thereof, shall for any reason and to any extent be invalid or unenforceable, the remainder of this Access Agreement and application of such provision to other persons or circumstances shall be interpreted so as best to reasonably effect the intent of the parties hereto.

(d) *Entire Agreement*. This Access Agreement and the documents referred to in this Access Agreement, along with their exhibits, constitute the entire understanding and agreement of the parties with respect to their subject matter and supersede all prior and contemporaneous agreements or understandings.

(e) *Amendment and Changes*. No amendment, modification, supplement or other purported alteration of this Access Agreement shall be binding upon the parties unless it is in writing and signed on behalf of the parties by their own authorized representatives.

(f) *Counterparts*. This Access Agreement may be executed in any number of counterparts, each of which shall be an original as against any party whose signature appears thereon and all of which together shall constitute one and the same instrument.

(g) *No Waiver*. The failure of any party to enforce any of the provisions of this Access Agreement shall not be construed to be a waiver of the right of such party thereafter to enforce such provisions.

(h) *Attorneys' Fees*. In the event a lawsuit or other legal proceeding shall be commenced in respect of this Access Agreement, the prevailing party shall be entitled to be awarded, as an element of the costs of such lawsuit or proceeding and not as damages, reasonable attorneys' fees to be fixed by the court or arbitrator (including, without limitation, costs, expenses and fees).

(i) *No Joint Venture*. Nothing contained in this Access Agreement shall be deemed or construed as creating a joint venture or partnership between the parties. Except as expressly set forth, no party by virtue of this Access Agreement is authorized as an agent, employee or legal representative of any other party, and the relationship of the parties is, and at all times will continue to be, that of independent contractors.

(j) *Further Assurances*. Each party agrees to cooperate fully with the other party and to execute such further instruments, documents and agreements, and to give such further written assurances as may be reasonably requested by the other party, to better evidence and reflect the transactions described in and contemplated by this Access Agreement, and to carry into effect the intents and purposes of this Access Agreement.

Entered into on behalf of ICAOR

Address:
1850 W Main Suite A
El Centro, CA 92243
760-352-6010

By:_____ Print Name:_____
Title:_____

BROKER/AGENT SIGNATURE PAGE – WEB –API

IN WITNESS WHEREOF, the parties hereto have executed this Access Agreement as of _____, 20___ (the "Effective Date").

Entered into on behalf of Receiving Party (**Broker to complete this section**):

Office Name: _____ Office MLS ID: _____
Broker's Name: _____ Broker MLS ID: _____
Broker's e-mail address: _____ Office Street Address: _____
_____

Business Entity Type (Corp, Partnership, Sole Prop., Etc.):_____
Office Phone: _____
Office Fax: _____
Office Web Site Address (URL):
http:// _____
By (Signature): _____
Print Name & Title: _____

If this agreement is for an agent's web site, the Designated Broker/Officer understands and accepts all liability if he/she chooses to allow licensees affiliated with his/her broker/corporate license to host or operate an WEB-API web site. Designated Broker will monitor said web sites to insure compliance with ICAOR Rules and Regulations, including WEB-API rules, all terms and conditions of the Access Agreement and all State Laws and Regulations regarding the advertising of Real Property.

If this agreement is for an agent WEB –API web site, then the agent must complete this section Agent Name: _____ _____
Agent MLS ID: _____
Agent's e-mail address: _____
Agent's Web Site Address (URL):
http:// _____
By (Signature) & Date _____

Consultant Information
Name of Consultant: _____

Consultant Phone:_____
Consultant Email: _____

If the Consultant does not have this agreement on file with ICAOR , the Consultant must complete the **CONSULTANT SIGNATURE PAGE**.

This box is for ICAOR , Inc. use only. The contents of this box is Confidential Information under this Agreement.

AGENT WEB-API User ID: _____ AGENT WEB-API Password _____

ICAOR
1850 W Main St Ste A
El Centro, CA 92243
760-352-6010
www.ICAOR.com

WEB-API Processing Fee PAYMENT Form $500 For non-members
$250 annually
$125 for members $75 annually

WEB-API Processing Fee - ***NON REFUNDABLE***

I hereby authorize ICAOR , Inc. to charge my credit card, noted below, for my WEB-API Application Processing Fee.

By submitting this application and signing the credit card authorization below, I agree and understand that this fee is Non Refundable once the application has been received by ICAOR (whether sent by myself or by the web consulting company acting on my behalf). I also understand that this fee is non-transferable. If multiple applications are submitted, each application will incur a $500 processing fee

Member Name _____ Member Number _____

Visa/MC # _____ _____ Exp _____

3 digits _____

Or Check #_____ for the Amount of: $ 500.00

Cardholder Signature _____ Date _____

ICAOR Office Use Only:

Name: _____

Web Site Name (URL) :_____

Staff Initials:_____

File #: _____

Ref. # _____

Inv.# _____

Credit Card Authorization Form

By signing below I understand and agree to the terms set forth in this agreement, agree to pay and specifically authorize ICAOR to charge my credit card for the services provided. ICAOR will charge my card each month on or about my monthly billing date until I provide written notice (email) requesting to terminate service. Terminating service will result in my removal from the monthly billing cycle but I will not receive a refund for unused prepaid time remaining in the current hosting period. All service is pre-paid on a monthly basis.

Cardholder Name: _____

Credit Card Number: _____

Expiration Date: _____ **3 Digits**_____

Card Billing Address:

_____

_____

_____

_____

Phone:

_____

Email: Website:

_____

Signature:

_____

Printed Name:

_____

Date:

Web Designer/Consultant Information and Signature

NOTE TO FIRM: Reproduce this page for each individual/company to whom you intend to provide access to the WEB-API Data under this Agreement.

All Fields Are Required

Consultant Company Name:

Consultant's Name:

E-mail address:

(You ***must*** supply an e-mail address. This address will be ICAOR's principal means of communicating with you for notices under this Agreement.)

Consultant Street Address:

Consultant City,

ST, ZIP:

Phone: Fax:

Requested WEB-API User/Agent:

Signature

Date

Print Name

Title

NOTE TO CONSULTANT: Be sure to enter into this Access to WEB-API data feed contract with ICAOR and every real estate broker to which you provide services. If you sign only one and that Firm's access to WEB-API Data is terminated, you will not be able to get the data for your other clients