



METROPOLITAN REGIONAL INFORMATION SYSTEMS, INC. PRINCIPAL BROKER SUBSCRIBER LICENSE AND ACCESS AGREEMENT

This Principal Broker Subscriber License and Access Agreement ("Agreement") is made as of the Effective Date on the signature page below between (i) METROPOLITAN REGIONAL INFORMATION SYSTEMS, INC. ("MRIS"), a Delaware corporation with offices at 9707 Key West Avenue, Rockville, Maryland 20850-3915, and (ii) the undersigned Broker Subscriber (the "Broker Subscriber") described in Exhibit A, who, intending to be legally bound, hereby agrees as follows:

1. INTRODUCTION

MRIS offers a computer online, interactive regional real estate information service (the "MRIS Service"), which is accessible through personal computers using MRIS-supplied proprietary computer software (the "MRIS Software"), and an appropriate modem and telecommunications line. Principal Broker Subscriber wishes to obtain, and MRIS agrees to make available to Principal Broker Subscriber, the MRIS Software and access to the MRIS Service all in accordance with the terms and conditions of this Agreement. Principal Broker REALTOR[®] Subscriber agrees to comply with NATIONAL ASSOCIATION OF REALTORS[®] Code of Ethics and Standards of Practice. In the event Principal Broker Subscriber is a member of a local board or association Principal Broker Subscriber shall also comply with the regulations of the REALTOR[®] board or association to which Principal Broker Subscriber is a member as well as all MRIS Bylaws, Policies and Procedures Manual and all MRIS Rules and Regulations provided to Principal Broker Subscriber in connection with Principal Broker Subscriber's use of the MRIS Software and MRIS Service.

2. MRIS SERVICE.

2.1 Information. MRIS maintains regional real estate information, as more fully described in Section 5, in electronic form on one or more centralized computers, (the "MRIS System") and makes such information available for access and retrieval by Principal Broker Subscribers and other authorized users through the MRIS Service. MRIS does not review or edit the information or exercise any other form of editorial control over the information. Principal Broker Subscriber agrees that the information obtained through the MRIS Service shall not be reproduced or electronically manipulated for any other purpose than the selling, listing or appraising of real estate, and may not be resold, licensed or otherwise distributed without the written consent of MRIS except for listing information owned by the undersigned Principal Broker Subscriber for which Principal Broker Subscriber has the right to use in anyway Principal Broker Subscriber chooses. Under no circumstance shall Principal Broker Subscriber receive any form of compensation for this information from third parties.

2.2 Evaluation of Information. Principal Broker Subscriber acknowledges that MRIS does not investigate or confirm any information which may be accessed and retrieved through the MRIS Service and, as more fully provided in Section 6, MRIS neither warrants nor endorses any such information for any purpose.

2.3 Help Desk. MRIS shall maintain a help-desk to answer questions regarding the MRIS Software and MRIS Service. Telephone support will be made available during normal business hours. MRIS shall also monitor its e-mail box during normal business hours for inquiries and support requests and respond to such inquiries and requests as soon as practicable under the circumstances.

2.4 User ID & Password. Upon execution of this Agreement, MRIS shall assign to Principal Broker Subscriber one (1) unique User ID & Password. The assigned Password shall be confidential to Principal Broker Subscriber and may not be used by any other person. The Principal Broker Subscriber shall be responsible for properly using the User ID & Password with the appropriate MRIS Software, equipment and telecommunications connection to access and use the MRIS Service, and Principal Broker Subscriber shall be responsible for payment of all fees specified in this Agreement which result from such use.

2.5 Security. Principal Broker Subscriber is responsible for safeguarding and maintaining the confidentiality of the Password and is liable for any consequences that may result from its disclosure, including but not limited to immediate termination of this Agreement and liability for liquidated damages in accordance with Section 10 in connection with use of the MRIS Service by any unauthorized person through Principal Broker Subscriber's Password.

2.6 Equipment. Principal Broker Subscriber is responsible for obtaining all personal computers, modems, telecommunications connections and computer software other than the MRIS Software, that may be necessary or useful for accessing and using the MRIS Service and for the proper use thereof.

2.7 Modifications. MRIS reserves the right to modify the MRIS Service and/or make access to and use of any information available through the MRIS Service subject to additional terms or conditions. Principal Broker Subscriber shall have the right to terminate this Agreement at any time without refund or pro rata fee adjustment if any modification to the MRIS Service or to the terms and conditions under which information is made available are unacceptable to Principal Broker Subscriber.

2.8 Authorized User Prospecting Files. The MRIS Service allows Principal Broker Subscriber to store particular items of information within the MRIS Service for access and use in later online sessions. MRIS and its licensor(s) have configured the MRIS Service so as to make such stored information unavailable, insofar as possible, for access and use by any unauthorized users of the MRIS Service. MRIS shall not be responsible for unauthorized access to, or loss of, the stored information of Principal Broker Subscriber, and Principal Broker Subscriber is responsible for retention of any information that may be necessary to reconstruct any stored information that may be lost or destroyed for any reason.

2.9 Principal Broker Subscriber Information. MRIS reserves the right to distribute to prospective subscribers and other third parties certain non-confidential information concerning Principal Broker Subscriber such as name and address. In addition, MRIS may collect and compile information regarding frequency of use of, or specific uses, of the MRIS Service by all users, but will not distribute, publish or disclose any information concerning frequency of use of, or specific uses, of the MRIS Service specifically by Principal Broker Subscriber.

2.10 MRIS Service Marks and Logos. Principal Broker Subscriber shall have the right, during the term of this Agreement, to use the MRIS trade name and the service mark and logo for the MRIS Service in advertising, promotion and marketing materials solely for the purpose of announcing Principal Broker Subscriber's use of the MRIS Service to prospective customers. Principal Broker Subscriber may republish any description of the MRIS Service which has been published by MRIS, provided the description is republished on a verbatim basis; but shall not, under any circumstances, make any unauthorized representations or warranties regarding the MRIS Service or any information which may be accessed and retrieved through the MRIS Service. The MRIS Service Mark License Agreement must be signed prior to use of MRIS Service Marks and Logos.

2.11 Limited Publication. Principal Broker Subscriber shall not knowingly publish any information about the MRIS Service to competitors or potential competitors of MRIS.

2.12 Eligibility. Only Subscribers who are capable of offering and accepting cooperation and/or compensation to and from other Subscribers may enter and retrieve listing information. The Principal Broker must subscribe to MRIS prior to any licensees in his/her firm subscribing to MRIS.

3. MRIS SOFTWARE.

3.1 License Grant. MRIS hereby grants to Principal Broker Subscriber, for the term set forth in Section 9, a personal nonexclusive, nontransferable license to:

- (a) make such copies of the MRIS Software, in machine-readable, object-code form only, as are necessary to install and operate the MRIS Software on one or more personal computers used only by Principal Broker Subscriber for business purposes, which personal computers are located in the regional geographic area served by MRIS (the "Region"); provided, however, that any such personal computer may be located outside the Region temporarily consistent with Principal Broker Subscriber's reasonable incidental use outside the Region;
- (b) use the MRIS Software for the purpose of accessing and using the MRIS Service and the information thereon;
- (c) access, download and store in such personal computers any information available on the MRIS Service;
- (d) display and/or print out a paper copy of any information available on the MRIS Service for prospective real estate purchasers and sellers only; and
- (e) make a reasonable number of copies of the MRIS Software and information available through the MRIS Service for backup and archival purposes only.

3.2 License Restrictions. Principal Broker Subscriber is expressly prohibited from:

- (a) removing the MRIS Software from the Region except for reasonable incidental use outside the Region;
- (b) transferring or duplicating the MRIS Software except for (i) Principal Broker Subscriber's own internal or personal use and (ii) preparation of a reasonable number of backup or archival copies;
- (c) assigning, timesharing, selling, leasing, lending or renting the MRIS Software;
- (d) using the MRIS Software for any purpose other than accessing, using and retrieving information from the MRIS Service;
- (e) causing or permitting the reverse engineering, reformatting, recasting, disassembly or decompilation of the MRIS Software; and
- (f) disclosing, demonstrating or displaying the MRIS Software to anyone except bona fide prospective home buyers and sellers and for appraisal services.

3.3 Title. Title to the MRIS Software is retained by MRIS or its licensor(s) as applicable, and shall not pass to Principal Broker Subscriber.

4. BROKER AUTHORIZATION AND RESPONSIBILITY.

4.1 MRIS Subscriptions. Principal Broker Subscriber shall be responsible for assuring all licensed agents and licensed and unlicensed personal assistants affiliated with Principal Broker Subscriber subscribe to the MRIS service individually.

4.2 Written Consent. Principal Broker Subscriber, as the owner of the listing information provided to MRIS for use in the MRIS Service by Principal Broker Subscriber or Principal Broker Subscriber's licensed agents, licensed personal assistants and unlicensed personal assistants affiliated with Principal Broker Subscriber, including listing information transferred to the MRIS System from other computerized listing systems, hereby grants MRIS the right to reproduce, use, distribute, display and grant access to such listing information through the MRIS Service electronically and in such other form or manner as MRIS deems appropriate. Principal Broker Subscriber shall assure that any photographs, floor plans or other information pertaining to listed properties that are included in the listing information for which Principal Broker Subscriber is the designated broker, is included in the MRIS System with the written consent of the appropriate party (e.g., homeowner, photographer, builder, architect, etc.). MRIS agrees not to use any of the listing information owned by Principal Broker Subscriber for advertising purposes unless approved in advance by Principal Broker Subscriber.

4.3 Compliance. Principal Broker Subscriber shall ensure that all licensed agents, licensed personal assistants and unlicensed personal assistants affiliated with Principal Broker Subscriber comply with the terms of the MRIS Principal Broker Subscriber License and Access Agreement. Principal Broker Subscriber shall assume full responsibility for the acts of subscribers affiliated with Principal Broker Subscriber and for all unlicensed assistants who have access to MRIS Service in any of Principal Broker Subscriber's offices as well as for any financial obligations which may arise by virtue of said acts by any of the licensed agents, licensed personal assistants or unlicensed personal assistants affiliated with Principal Broker Subscriber.

4.4 Principal Broker Subscriber. Principal Broker Subscriber will provide MRIS with a current list of all licensed agents, licensed and unlicensed personal assistants affiliated with Principal Broker Subscriber. The list shall be updated, maintained on a current basis and provided to MRIS as soon thereafter as possible so that MRIS shall always have a complete, current and accurate list.

5. REGIONAL REAL ESTATE INFORMATION.

5.1 Listing Information. If Principal Broker Subscriber is a listing agent for real property, Principal Broker Subscriber shall be entitled to submit to MRIS listing information for listed properties and Principal Broker Subscriber's personal listing agent information. The listing information is provided to MRIS for the purpose of informing other subscribers of the listing and shall not be used by MRIS for advertising purposes unless such use has been expressly approved by the Principal Broker Subscriber owning such listing information. Such information shall include the particular data specified on Exhibit A and shall be submitted in the format, and according to the procedures set forth on Exhibit A. The Principal Broker Subscriber shall obtain written consent to include any photographs, floor plans or other information pertaining to listed properties that the Principal Broker Subscriber includes in the MRIS System from the owner of such photographs, floor plans or other information if owned by other than the Principal Broker Subscriber. The Principal Broker

or other information if owned by other than the Principal Broker Subscriber. The Principal Broker Subscriber authorizes MRIS to reproduce, display and distribute such listing information through the MRIS Service electronically and in such other form or manner as MRIS deems appropriate. Principal Broker Subscriber shall use reasonable care to ensure the accuracy of such submitted information and shall be responsible for correcting and updating all information Principal Broker Subscriber has submitted within not more than forty eight (48) hours after any change in such information (e.g., sale of listed property or change in asking price). MRIS, may, in its sole discretion, charge special fees for any listing information beyond the standard listing.

5.2 Optional Information. From time to time, the MRIS Service may, but shall not be obligated to, make available information other than real estate listing information, which MRIS determines is relevant to subscribers. Such information may include, but need not be limited to, public records data (such as property tax, assessment, title, mortgage and census information), mortgage qualification data and amortization schedule data.

5.3 MRIS Database. The term "MRIS Database" includes, but is not limited to, all information included on the MRIS Service or any portion thereof as well as all printouts of information from the MRIS Database and any publication of information from the MRIS Database.

5.4 Proprietary Rights and Restrictions. Principal Broker Subscriber acknowledges that the information available through the MRIS Service may include textual, statistical, financial, photographic, video and audio components which are protected by United States Copyright Law. Principal Broker Subscriber acknowledges that this information is confidential and its use is restricted to Subscribers of the MRIS Service. Except as expressly provided in Section 3.1, Principal Broker Subscriber shall not reproduce, redistribute, publish, display, retransmit, broadcast, sell, license or allow anyone else to reproduce, distribute, publish, display, retransmit, broadcast, sell, license or allow any such MRIS Database information in any format to anyone. Principal Broker Subscriber agrees to comply with any additional use restrictions which may be announced by MRIS at any time regarding specific information in the MRIS Database

5.5 Copyright Ownership. All rights, title and interest in each and every MRIS Database compilation created by MRIS and the ownership of the copyright therein, shall at all times remain vested in MRIS. MRIS shall have the right to license such compilation or portion thereof to any entity pursuant to the terms agreed upon by the MRIS Board of Directors. Title to the information supplied by the Subscriber such as listing information shall remain with the Subscriber's undersigned Principle Broker Subscriber. All listing information submitted by MRIS Subscriber to MRIS for inclusion in the MRIS System shall be owned by MRIS Principal Broker Subscriber. To confirm this ownership, MRIS Subscriber hereby irrevocably assigns to MRIS Principal Broker Subscriber all right, title and interest in any and all such listing information including the ownership of any copyright rights related to and in any such listing information. Title to the information supplied by the Principal Broker Subscriber and Principal Broker Subscriber's licensed agents, licensed personal assistants and unlicensed personal assistants such as listing information shall remain with Principal Broker Subscriber as the owner of such listing information.

5.6 Consent to Use Information. Principal Broker Subscriber acknowledges that information available through the MRIS Service is provided with the consent of Principal Broker Subscriber and third-party licensors. MRIS has the right to remove information from the MRIS Database at anytime if MRIS determines the information is or may be infringing or otherwise violates or may violate rights of any third-party or MRIS's right to include such information in the MRIS Database which has been terminated for any reason.

6. WARRANTY DISCLAIMER.

PRINCIPAL BROKER SUBSCRIBER EXPRESSLY AGREES THAT THE MRIS SERVICE AND THE INFORMATION AVAILABLE THROUGH THE MRIS SERVICE ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS, AND THAT USE OF THE MRIS SERVICE AND THE INFORMATION AVAILABLE THROUGH THE MRIS SERVICE ARE AT THE SOLE RISK OF PRINCIPAL BROKER SUBSCRIBER. MRIS AND ITS LICENSORS DO NOT WARRANT THAT THE MRIS SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, AND MRIS, ITS LICENSORS AND THIRD-PARTY INFORMATION SUPPLIERS MAKE NO WARRANTY AS TO THE ACCURACY, COMPLETENESS, CURRENCY OR RELIABILITY OF ANY INFORMATION AVAILABLE THROUGH THE MRIS SERVICE. MRIS, ITS LICENSORS AND THIRD-PARTY INFORMATION SUPPLIERS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES WITH RESPECT TO THE MRIS SERVICE AND THE INFORMATION AVAILABLE THROUGH THE MRIS SERVICE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE

7. SERVICE FEES.

7.1 Fees. In consideration for the rights to access and use the MRIS Service and the license granted for use of the MRIS Software, Principal Broker Subscriber shall pay MRIS the following fees in accordance with the rates set forth on the Schedule of Fees attached hereto as Exhibit B:

(a) Initial Subscription Fee. A non-refundable fee assessed for delivery of the MRIS Software and issuance of the Principal Broker Subscriber User ID & Password;

(b) Quarterly Fee. A flat fee assessed quarterly in advance for Principal Broker Subscriber's right to continuing access to the MRIS Service;

(c) Additional Fees. Other fees and charges as listed on Exhibit B, and

(d) Reinstatement Fee. A fee shall be assessed to any Principal Broker Subscriber who desires to reactivate his or her access to the MRIS Service within one year after termination.

7.2 Assistants. Personal assistants, licensed agents or administrative support personnel supporting the Subscriber shall be individually assessed quarterly access fees. The Principal Broker Subscriber is responsible for assuring all licensed agents and personal assistants subscribe to the MRIS Service individually.

7.3 Payment. Principal Broker Subscriber shall be assessed the Initial Subscription Fee upon processing of this signed agreement, the Quarterly Fee shall be assessed on the first day of the month following Principal Broker Subscriber's activation date and quarterly thereafter in advance. Fees are non-refundable.

7.4 Taxes. All fees described herein are exclusive of all federal, state, municipal or other governmental excise, sales, value-added, use, personal property and occupational taxes, excises, withholding obligations and other levies now in force or enacted in the future and, accordingly, Principal Broker Subscriber will pay all such taxes and levies other than any tax or levy on the net income of MRIS.

7.5 Increases. MRIS may increase the Initial Subscription Fee, Quarterly Fees and any of the Additional Fees at any time by written notice to Principal Broker Subscriber at least thirty (30) days in advance of the effective date of such increase. If Principal Broker Subscriber objects to such increase, Principal Broker Subscriber may terminate this Agreement by written notice to MRIS at any time before such effective date.

8. INDEMNIFICATION.

Principal Broker Subscriber shall indemnify and hold MRIS and its officers, directors, employees, agents, representatives, licensors and shareholders harmless from and against any and all liability, damages, loss or expense (including reasonable fees of attorneys and other professionals) arising from any claim, demand, action or proceeding initiated by any third-party against any of them based upon (a) inaccuracy of any listing information supplied for the MRIS Service by Principal Broker Subscriber or by any of Principal Broker Subscriber's Authorized Users, (b) any unauthorized use of Principal Broker Subscriber's Password, (c) any unauthorized use of the MRIS Database, or (d) infringement of any proprietary or contract right of any third party as a result of the availability of such information through the MRIS Service. Principal Broker Subscriber shall assist MRIS, at Principal Broker Subscriber's expense, in the defense or settlement of any claim to which this indemnification obligation applies.

9. TERM; TERMINATION.

9.1 Term. The initial term of this Agreement shall commence upon the date first written below and shall continue thereafter as long as Principal Broker Subscriber pays the Quarterly Fees and any other fees to MRIS when due unless sooner terminated in accordance with Section 9.2.

9.2 Termination. This Agreement and the licensed rights granted hereunder may be terminated by either party in the event that the other party has not performed any material obligation or has otherwise breached any material term of this Agreement. Any such termination shall become effective upon the expiration of thirty (30) days after receipt of written notice thereof if the breach or nonperformance has not then been remedied. Promptly upon any termination or expiration of this Agreement, MRIS shall deactivate Principal Broker Subscriber's User ID & Password, and Principal Broker Subscriber shall have no further access to the MRIS Service. Principal Broker Subscriber shall thereupon purge all copies of the MRIS Software from Principal Broker Subscriber's personal computers. Principal Broker Subscriber acknowledges that MRIS shall have no obligation to refund any fees or charges or any portion thereof paid to MRIS prior to termination.

9.3 Principal Broker Subscriber Termination. Should the Principal Broker Subscriber terminate from MRIS, any MRIS Subscriber affiliated with that Principal Broker will also be terminated.

10. UNAUTHORIZED USE OF MRIS SERVICE.

10.1 Unauthorized Use of Principal Broker Subscriber's Password. Principal Broker Subscriber acknowledges that damages suffered by MRIS from access to the MRIS Service by an unauthorized third party as a result of disclosure of Principal Broker Subscriber's Password would be speculative and difficult to quantify. Accordingly, as a material inducement to MRIS to enter into this Agreement with Principal Broker Subscriber, Principal Broker Subscriber agrees that in the event that any disclosure of Principal Broker Subscriber's Password results in access to the MRIS Service by an unauthorized third party, regardless of whether such disclosure is intentional, negligent or inadvertent, Principal Broker Subscriber shall be liable to MRIS, at MRIS's option, for liquidated damages as follows:

- (a) For the first instance of an unauthorized third-party who gains access to the MRIS Service by means of Principal Broker Subscriber's Password, liquidated damages in the amount of Five Hundred Dollars (\$500.00);
- (b) For the second instance of an unauthorized third-party who gains access to the MRIS Service by means of Principal Broker Subscriber's Password, liquidated damages in the amount of One Thousand Dollars (\$1,000.00); and
- (c) For the third instance of an unauthorized third-party who gains access to the MRIS Service by means of Principal Broker Subscriber's Password, revocation of Principal Broker Subscriber's right to use the MRIS Service.

Unauthorized Disclosure of MRIS Database by Principal Broker Subscriber. Principal Broker Subscriber acknowledges damages suffered by MRIS from access to the MRIS Database by an unauthorized disclosure to a third party by Principal Broker Subscriber would be speculative and difficult to quantify. Accordingly, as an inducement to MRIS to enter into this Agreement, Principal Broker Subscriber agrees that in the event any Principal Broker Subscriber makes such unauthorized disclosure of this information to any third party, Principal Broker Subscriber shall be liable, at MRIS' option, for liquidated damages in the amount of \$500.00 for each real estate listing disclosed.

11. EXCLUSION AND LIMITATION OF LIABILITY.

11.1 Limitations and Exclusions. NEITHER MRIS NOR ANY OF ITS AFFILIATES, SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES OR LICENSORS SHALL BE LIABLE TO PRINCIPAL BROKER SUBSCRIBER OR ANYONE ELSE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THE MRIS SERVICE, INCLUDING, BUT NOT LIMITED TO, RELIANCE BY ANY PRINCIPAL BROKER SUBSCRIBER OR AUTHORIZED USER ON ANY INFORMATION OBTAINED THROUGH USE OF THE MRIS SERVICE OR THAT RESULT FROM MISTAKES, OMISSIONS, DELETIONS OR DELAYS IN TRANSMISSION OF SUCH INFORMATION, INTERRUPTIONS IN TELECOMMUNICATIONS CONNECTIONS TO THE MRIS SERVICE, VIRUSES OR FAILURES OF PERFORMANCE, WHETHER CAUSED IN WHOLE OR PART BY NEGLIGENCE, ACTS OF GOD, TELECOMMUNICATIONS FAILURE, THEFT OR DESTRUCTION OF, OR UNAUTHORIZED ACCESS TO, THE MRIS SERVICE OR RELATED INFORMATION, RECORDS OR PROGRAMS.

11.2 Maximum Aggregate Liability. IN NO EVENT SHALL THE LIABILITY OF MRIS, ITS AFFILIATES, SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES AND LICENSORS ARISING OUT OF ANY CLAIM RELATED TO THIS AGREEMENT EXCEED THE AGGREGATE AMOUNT PAID BY PRINCIPAL BROKER SUBSCRIBER HEREUNDER IN THE 12 MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM.

11.3 Acknowledgment. Principal Broker Subscriber acknowledges that MRIS has set its fees and other charges in reliance on the disclaimers of warranty and limitations and exclusions of liability set forth in this Agreement and that the same form an essential basis of the bargain between the parties. The Principal Broker Subscriber irrevocably waives all claims against MRIS or any of its affiliates, shareholders, officers, directors, employees, agents, representatives and licensors for any action in connection with the MRIS Service and particularly as to acts imposing liquidated damages upon Principal Broker Subscriber or revoking Principal Broker Subscriber's access to the MRIS Service.

12. REMEDIES.

Principal Broker Subscriber acknowledges and agrees that the MRIS Software and MRIS Database are confidential and proprietary products of MRIS and that in the event there is an unauthorized disclosure of such by Principal Broker Subscriber, no remedy at law may be adequate. Therefore, Principal Broker Subscriber agrees that in the event of such unauthorized disclosure of MRIS Software or MRIS Database, MRIS may seek injunctive relief or other equitable remedies against Principal Broker Subscriber in addition to all available remedies at law.

13. DISPUTE RESOLUTION.

Except for the right of MRIS to seek injunctive relief or other equitable remedies under Section 12 of this Agreement, all claims, disputes and controversies and other matters in question between the parties to this Agreement, arising out of, or relating to this Agreement, or the breach thereof, which cannot be resolved by the parties, shall be settled by binding arbitration pursuant to the rules then in effect of the American Arbitration Association under its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Notwithstanding any provisions in such rules to the contrary, the arbitrator(s) shall have no authority to add or detract from the agreements of the parties.

14. LEGAL FEES AND COSTS.

In the event legal action is taken against Principal Broker Subscriber, and MRIS prevails in obtaining equitable relief or monetary damages, Principal Broker Subscriber will be obligated to reimburse MRIS for the reasonable attorney's fees, costs and expenses it incurred in pursuing such legal action. Principal Broker Subscriber will also be responsible for any legal fees and costs incurred by MRIS in enforcing any order or collecting any judgment.

15. NO THIRD PARTY BENEFICIARIES.

This Agreement is entered into solely between, and may be enforced only by, MRIS and Principal Broker Subscriber, and this Agreement shall not create or be construed to create any rights in any home owner, home seller, home purchaser or other third parties.

16. MISCELLANEOUS.

This Agreement may not be amended except by written instrument executed by both parties. This Agreement shall not be contravened by any terms contained in any purchase order, confirmation or acknowledgment signed by the parties hereto, and no modification or amendment of this Agreement shall be deemed effected by any purchase order, confirmation or acknowledgment containing other or different terms. Should any such purchase order, confirmation or acknowledgment contain additional or different terms, those terms shall be considered proposals by Principal Broker Subscriber which are hereby rejected. Neither this Agreement nor any obligations or duties hereunder may be assigned or delegated by either party. This Agreement contains the entire understanding of the parties and supersedes all previous oral and written agreements on the subject hereof. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Maryland applicable to contacts made and performed in Maryland.

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IN WITNESS WHEREOF, the Principal Broker Subscriber hereto has executed this Agreement as of the date set forth below.

PRINCIPAL BROKER SUBSCRIBER

By: _____ (Signature)

Name: _____ (Please Print)

Effective Date: _____

Please mail or fax this page of your Subscription Agreement along with Exhibit A and a copy of your license to:

METROPOLITAN REGIONAL INFORMATION SYSTEMS, INC. 9707 KEY WEST AVENUE, SUITE 200 ROCKVILLE, MARYLAND 20850-3915 Phone: (301) 838-7100 / (800) 838-8138 / Fax: (301) 838-7171

EXHIBIT A

**METROPOLITAN REGIONAL INFORMATION SYSTEMS, INC.
BROKER SUBSCRIBER INFORMATION FORM**

Please Select Only One (1) Subscription Type (Definitions on Exhibit B, Schedule of Fees and Charges)

REALTOR® Appraiser/Shareholder REALTOR® Appraiser/Non-Shareholder Licensed Appraiser/Non-REALTOR®

Name: Mr. _____
 Mrs. _____
 Ms. First Name Middle Initial Last Name Nickname

Home Address _____ City _____ State _____ Zip _____

Last Four Digits of SSN _____ Date of Birth _____ County _____

Information below WILL appear on your listings:

Home Phone (____) _____ Home Fax (____) _____ Cell Phone (____) _____

Pager (____) _____ Voice Mail (____) _____ Voice Mail Ext. _____

Agent Office Phone (____) _____ Agent Office Fax (____) _____ Email Address _____

Name of Company _____ **(information must match Broker License)**

Office Address _____ City _____ State _____ Zip _____

Office Phone (____) _____ Office Fax (____) _____ County _____

I would like my mail to go to my office address: Yes or No
I would like my home phone number kept confidential: Yes or No
I would like my email address kept confidential: Yes or No
NRDS ID # _____

Please check here if you have a disability which requires special services during the training class:

Hearing Impaired
 Visually Impaired
 Wheelchair Access

Please provide an active email address. Your ID and password will be emailed to you when your application is processed

My Primary Association/Board is: _____ Date Joined: _____

(information must be complete to qualify for Shareholder / discounted fees)

Please mail or fax this Exhibit A along with page 9 of this Subscription Agreement and a copy of your real estate license to:
MRIS, 9707 KEY WEST AVENUE, SUITE 200, ROCKVILLE, MARYLAND 20850-3915
Customer Services Phone: (301) 838-7160 / (800) 838-8138 / (301) 838-7171

My Other Association/Board Memberships are:

<u>State</u>	<u>License Number</u>	<u>Date Expires</u>	<u>Type of License</u>
_____	_____	_____	<input type="checkbox"/> Broker
_____	_____	_____	<input type="checkbox"/> Broker
_____	_____	_____	<input type="checkbox"/> Broker

For MRIS use only: *A copy of your Broker's License is required, please attach*

Customer # _____ Broker ID _____

Please mail or fax this Exhibit A along with page 9 of this Subscription Agreement and a copy of your real estate license to:
MRIS, 9707 KEY WEST AVENUE, SUITE 200, ROCKVILLE, MARYLAND 20850-3915
Customer Services Phone: (301) 838-7160 / (800) 838-8138 / (301) 838-7171

EXHIBIT B
METROPOLITAN REGIONAL INFORMATION SYSTEMS, INC.
SCHEDULE OF FEES AND CHARGES

Applicable District of Columbia sales tax will be collected from MRIS Subscribers with a District of Columbia mailing address.

<u>Category</u> (please see page 2 for definitions)	<u>Subscription Fee</u>	<u>Quarterly Fee*</u>
(1) REALTOR® Shareholder	\$295.00	\$165.00
(2) REALTOR® Appraiser Shareholder	\$295.00	\$165.00
(3) REALTOR® Non-Shareholder	\$295.00	\$258.00
(4) REALTOR® Appraiser Non-Shareholder	\$295.00	\$258.00
(5) Non-REALTOR® Licensed or Certified Appraiser	\$295.00	\$258.00
(6) Non-REALTOR® Real Estate Licensee	\$295.00	\$258.00
(7) Personal Assistant	\$55.00	\$ 93.00
(8) Office Secretary/Administrative Assistant (<i>See Reverse</i>)	\$55.00	\$ 93.00

***Quarterly fees are payable in advance and are non-refundable.**

Additional Fees

Reinstatement Fee:	\$ 100.00
Late Subscription Fee	\$ 100.00
Uncollected Funds Fee	\$ 25.00
No-Show fee	\$ 25.00
Unauthorized Use of Subscriber's PIN	
First Instance	\$ 1,000.00
Second Instance	\$ 2,000.00
Third Instance	Revocation of Subscriber's Use
Inaccurate Data Per Listing	
First Instance	\$ 50.00
Second/Continual Instance	\$ 100.00
Delinquent Entry/Inaccessible Property Fee	
First Instance	\$ 500.00
Second Instance/Continual Instance	\$ 1,000.00
Delinquent Change of Status Fee Per Listing	
First Instance	\$ 100.00
Second Instance/Continual Instance	\$ 200.00
Recurring Violations Fees	
4 - 10 Quality Control Notices in one month	\$ 100.00 (per notice)
11 or more Quality Control Notices in one month	\$ 200.00 (per notice)
Fair Housing Violation Statements in Listings	
First Instance	\$ 500.00 (per notice)
Second Instance/Continual Instance	\$ 1,000.00 (per notice)

Please mail or fax this along with Exhibit A, page 9 of this Subscription Agreement and a copy of your license to:
 MRIS, 9707 Key West Avenue, Suite 200, Rockville, MD 20850-3915
 Fax: (301)-838-7171 Phone (301)-838-7160

Miscellaneous Violation Rules and Regulations

\$ 500.00 – 5,000.00

Please mail or fax this along with Exhibit A, page 9 of this Subscription Agreement and a copy of your license to:
MRIS, 9707 Key West Avenue, Suite 200, Rockville, MD 20850-3915
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DEFINITIONS

Delinquent Change of Status - Any changes to status of the property must be entered into the system within 48 hours (excluding weekends and holidays). Failure to do so may result in a fine.

Delinquent Listing Filing Fee - A listing must be entered into the system within 48 hours of signing a listing agreement. If a listing is not put into the system within that time frame, this fee may be assessed. According to the Rules and Regulations, MRIS reserves the right to request a copy of any and all listing agreements, addendum, etc.

Inaccurate Data - Inaccurate information that has been entered into the system. Agents are responsible for entering and maintaining accurate information in their listings. Prior to accessing the fee, a quality control notice will be sent to the listing agent's and listing broker's office. The Quality Control Notice allows the agent to correct the information or respond to the notification, failure to do so may result in a fine per the MRIS Rules and Regulations. Assessed fines may be appealed to the Compliance Committee, but they must be paid in advance of the appeal.

Late Subscription Fee - Licensed real estate agents' or licensed personal assistants' failure to subscribe to the MRIS Service within thirty (30) days of licensure with the designated Principal Broker shall be liable to MRIS for a late subscription fee.

Non-Shareholder -- A REALTOR or a REALTOR Appraiser who is not affiliated with a MRIS Shareholding Board/Association, but holds a current state license or certification issued by the appropriate real estate or appraisal licensing board or commission.

Non-REALTOR Licensee -- A real estate agent, or licensee, who is not affiliated with a REALTOR Board/Association, but holds a valid real estate license issued by the appropriate real estate licensing board or commission.

Non-REALTOR Licensed or Certified Appraiser -- A real estate appraiser who holds current state license or certification issued by the appropriate licensing board or commission, but is not affiliated with a Realtor Board/Association.

Office Secretary/Administrative Assistant - Each Real Estate sales office may allow up to three office workers to access the MRIS system at no additional quarterly charge.

- Offices with up to 30 active REALTOR/Shareholder, REALTOR/Non-Shareholder or Non-REALTOR Real Estate Licensees may have **one** such access.
- Offices with 31-60 active REALTOR/Shareholder, REALTOR/Non-Shareholder or Non-REALTOR Real Estate Licensees may have **two** such accesses.
- Offices with over 61 active REALTOR/Shareholder, REALTOR/Non-Shareholder or Non-REALTOR Real Estate Licensees may have **three** such accesses. Contact MRIS Customer Services for more information at (301) 838-7160 or (800) 838-8138. Please note, Customers with this subscription type may not be the listing or selling agent on the MRIS system.

Office Secretaries/Administrative or Personal Assistants' Subscription Fee - A one time subscription fee charged to each Office Secretary/Administrative Assistant and/or Personal Assistant at the time of Subscription.

Persistent Filing of Inaccurate Data - A fine assessed by the Compliance Committee for the persistent entering of inaccurate data in the system.

Personal Assistant - An individual either with a real estate license or unlicensed, employed by other real estate agents or licensees' to assist them in their real estate business. Customers with this subscription type may not be the listing or selling agent on the MRIS system.

Reinstatement Fee -- Fee assessed to reactivate access to MRIS Service within one year of termination.

Shareholder -- A REALTOR or a REALTOR Appraiser who is affiliated with a MRIS Shareholding Board/Association and holds a current state license or certification issued by the appropriate real estate or appraisal licensing board or commission.

Training No-Show Fee -- If a user is unable to attend the scheduled training program, 48 hours' (including weekends and holidays) notice of cancellation must be received by MRIS to avoid a no-show fee.