VALLEYMLS.COM Syndication Agreement

This Agreement is made and entered into by and between ValleyMLS.Com ("VALLEYMLS.COM"), with offices at 535 Monroe Street, Huntsville, AL 35801; and the party listed in the signature block below ("Provider"), a participant in VALLEYMLS.COM.

WHEREAS, Provider desires to have its active listings of real property advertised online with Publishers (as defined below); and,

WHEREAS, VALLEYMLS.COM offers to facilitate such advertising of Provider's active listings with Publishers;

NOW THEREFORE, in consideration of their mutual agreements, and the considerations expressed hereinafter, the receipt and sufficiency thereof is hereby acknowledged, the parties agree to the following terms.

1. **Definitions**

   1.1. **Affiliates:** Affiliates means VALLEYMLS.COM and its officers, directors, employees, agents, representatives, licensors, shareholders, and authorized successors and assigns.

   1.2. **Licensed Data:** Data relating to active listings of Provider, including text, photographs, and all other data formats now known or hereafter invented, entered, contributed, or entered into VALLEYMLS.COM's databases by or on behalf of Provider. Licensed data does not include listing data of sellers who do not consent to online advertising of their property.

   1.3. **VALLEYMLS.COM Policies:** VALLEYMLS.COM's bylaws, rules and regulations, and policies and procedures adopted by VALLEYMLS.COM's board of directors or authorized delegates, as VALLEYMLS.COM amends them from time to time.

   1.4. **Other Participants and Subscribers**: All participants and subscribers of VALLEYMLS.COM not party to this Agreement, including participants' employees, contractors, salespeople, and assistants (whether licensed or unlicensed as real estate agents or appraisers).

   1.5. **Publisher:** A third party to which VALLEYMLS.COM will provide the Licensed Data for display and other uses as described in that third party's Publisher Agreement.

   1.6. **Publisher Agreement:** The Agreement between VALLEYMLS.COM and Publisher under which each Publisher is granted a license to, and terms governing, that Publisher's use of Licensed Data.

   1.7. **System**: The aggregate of all hardware, software, and data delivery systems that VALLEYMLS.COM operates in order to provide the services under this Agreement.

2. **License**

   2.1. Provider grants to VALLEYMLS.COM a non-exclusive, perpetual, world-wide, transferable, royalty-free, license to reproduce, prepare derivative works of, distribute, display, perform and license (including sublicenses of the same rights through multiple tiers) the Licensed Data for online display and as required by each Publisher Agreement.

3. **Provider Acknowledgements and Warranties**

   3.1. **IDX and VOW data access subject to separate agreement.** Provider acknowledges that access to VALLEYMLS.COM's IDX or VOW database and data feeds can occur only subject to a separate written agreement with VALLEYMLS.COM.

   3.2. **Editorial control.** Provider acknowledges that VALLEYMLS.COM is not required to, and assumes no responsibility to, review, edit, or exercise editorial control over the Licensed Data; and that VALLEYMLS.COM is a beneficiary of the exclusions of warranties and limitations of liabilities set forth in this Agreement. The foregoing notwithstanding, VALLEYMLS.COM may take any steps necessary in its sole discretion, including discontinuing providing Licensed Data to Publisher, or deleting the Licensed Data or portions thereof, to avoid or remedy any violation of law, breach of the VALLEYMLS.COM Policies, or infringement of any third-party intellectual property rights.

3.3. **Provider Warranties.** The Provider represents and warrants that: (a) the Licensed Data is accurate and correct in all respects; (b) the Licensed Data does not infringe or violate any patents, copyrights, trademarks, trade secrets or other proprietary rights of any third party; (c) there is no claim, litigation or proceeding pending or threatened with respect to the Licensed Data; (d) the Licensed Data complies with VALLEYMLS.COM Policies; (e) the Licensed Data is in compliance with any applicable laws, including but not limited to Fair Housing and RESPA laws; and (f) Provider has the written consent of any party necessary to provide the license granted under this Agreement, including permission for VALLEYMLS.COM to license the Licensed Content to Publisher.

4. **Disclaimer of Warranties; Limitation of Liability**

4.1. **Disclaimer of Warranties. NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, VALLEYMLS.COM PROVIDES THE SERVICES UNDER THIS AGREEMENT AND ALL COMPONENTS OF IT ON AN "AS IS," "AS AVAILABLE" BASIS. VALLEYMLS.COM MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, WITH RESPECT TO THE SYSTEM OR SERVICES OR ANY OTHER SYSTEM, SOFTWARE, OR EQUIPMENT, INCLUDING THEIR QUALITY, PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR FREEDOM FROM INFRINGEMENT OF ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.**

4.2. **Limitation of Liability. IN NO EVENT SHALL VALLEYMLS.COM BE LIABLE TO PROVIDER FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER ARISING FROM ANY BREACH OF THIS AGREEMENT, EVEN IF VALLEYMLS.COM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; PROVIDER'S SOLE REMEDIES AGAINST VALLEYMLS.COM HEREUNDER SHALL BE TERMINATION OF THIS AGREEMENT AND DIRECT DAMAGES NOT IN EXCESS OF THE LESSER OF THE AMOUNT PROVIDER HAS PAID TO VALLEYMLS.COM HEREUNDER IN THE THREE MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO ANY CLAIM FOR BREACH OR $100. VALLEYMLS.COM DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES EXCEPT THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT. THIS PARAGRAPH SETS OUT PROVIDER'S EXCLUSIVE REMEDIES, AND UNDER NO CIRCUMSTANCES SHALL PROVIDER BE ENTITLED TO EQUITABLE REMEDIES.**

5. **Indemnification**

5.1. **Provider indemnification of VALLEYMLS.COM.** Provider agrees to defend, indemnify and hold harmless VALLEYMLS.COM and its Affiliates, and Other Participants and Subscribers from any cost, expense, liability or other loss (including reasonable attorneys' fees) incurred from each claim of any third party arising from (a) any breach by Provider of its warranties or other obligations hereunder and (b) any allegation, claim or demand by a third party resulting from or alleging an error or omission in advertised property information relating to a Provider listing, regardless of whether such error or omission is the fault of VALLEYMLS.COM.

5.2. **Provider indemnification of Publisher.** If Publisher requires Provider to indemnify Publisher in its Publisher Agreement, Provider agrees to defend, indemnify and hold harmless Publisher and its subsidiaries and affiliated companies and all their respective employees, directors, agents, and authorized successors and assigns from any cost, expense, liability or other loss (including reasonable attorneys' fees) as provided in the Publisher Agreement or arising from each claim of any third party that Provider does not have the necessary rights to provide the Licensed Data to VALLEYMLS.COM or Publisher, and/or to grant Publisher the license to use the Licensed Data as provided by the Publisher Agreement.

6. **Term; Termination**

6.1. **Term.** This Agreement shall commence upon the date that VALLEYMLS.COM receives notice from Provider of its acceptance of the terms in this Agreement (the "Effective Date," recorded in the signature page below) and shall continue thereafter on a month-to-month basis until terminated.

6.2. **Termination.** This Agreement may be terminated by (a) either party upon 30 days' written notice to the other party, or (b) VALLEYMLS.COM with notice if Provider fails to comply with any term of this Agreement or VALLEYMLS.COM Policies.

6.3. **Status of this Standard Agreement.** This standard contract form is an offer from VALLEYMLS.COM to perform the obligations set out for it in this Agreement, which any eligible participant in VALLEYMLS.COM may accept by signing below and providing a copy of this signed Agreement to VALLEYMLS.COM. Any proposed revision or endorsement by Provider on the signature page or elsewhere on this Agreement shall be deemed a counter-offer of Provider, which VALLEYMLS.COM hereby rejects.

7. **General Terms**

7.1. **Survival of Obligations**. Sections 1, 3, 4, 5, and 7 shall survive termination or expiration of this Agreement.

7.2. **Third-party beneficiaries**. Except as expressly provided by this Agreement, this Agreement is entered into solely between, and may be enforced only by VALLEYMLS.COM and Provider, and this Agreement shall not create or be construed to create any rights in any home owner, home seller, home purchaser, board or association, or other third party.

7.3. **Entire Agreement; Amendment**. This Agreement contains the full and complete understanding of the parties regarding the subject matter of this Agreement and supersedes all prior representations and understandings, whether oral or written, relating to the same subject matter, including any "Electronic Advertising Agreement" or similar agreement. VALLEYMLS.COM may amend this agreement by providing 30 days' advance notice of the amendment to Provider. If Provider does not object to such changes and request termination of this Agreement prior to the expiration of the 30-day notice period, Provider will be deemed to have agreed to the terms as amended. Except as provided in this paragraph, this Agreement may not be amended except by written instrument executed by both parties.

7.4. **Governing law; Venue**. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Alabama, without regard to its conflicts of law and choice of law provisions. Any action to enforce or interpret this Agreement shall have venue in Madison County, Alabama, and the parties hereby submit to personal jurisdiction in that venue.

7.5. **Attorney's Fees.** In the event of a default on the part of the Provider of any of the terms contained herein, the Provider agrees to pay all costs and expenses incurred by VALLEYMLS.COM, including a reasonable attorney's fee, resulting from such violation.

7.6. **No Assignment**. No party may assign, delegate, or otherwise transfer any of its rights or obligations under this Agreement (each a "Transfer") to any other party without the prior written consent of the other party. Any purported Transfer in contravention of this paragraph is null and void.

7.7. **Relationship of the Parties**. The relationship of VALLEYMLS.COM to the Provider is that of independent contractor. No party shall be deemed to be the agent, partner, joint venture, franchisor or franchisee, or employee of VALLEYMLS.COM or have any authority to make any agreements or representations on the behalf of VALLEYMLS.COM. Each party shall be solely responsible for the payment of compensation, insurance, and taxes of its own employees.

7.8. **Severability.** Each provision of this Agreement is severable from the whole, and if one provision is declared invalid, the other provisions shall remain in full force and effect. In the event a court having jurisdiction over the parties holds any provision of this Agreement invalid or unenforceable, the parties shall negotiate in good faith to replace the invalid or unenforceable provision, if possible, with a valid provision that most closely approximates the intent and economic effect of the invalid provision.

7.9. **Notice**. Any notice required or permitted to be given under this Agreement shall be in writing and delivered via (a) U.S. Mail, postage paid and return receipt requested; (b) express mailing service with confirmation of receipt; (c) facsimile transmission, provided sender obtains confirmation of transmission; or (d) electronic mail, provided sender requests a return receipt. All notices are effective on the date of receipt or three days after transmission, whichever is earlier.

[The remainder of this page is intentionally left blank.]

Having read this Agreement, the Provider accepts and agrees to be bound by these terms by setting its authorized representative's signature below.

Provider

_____

Provider name (office name)

Signature

_____

Print name

_____

Provider Address

FOR VALLEYMLS.COM OFFICE USE ONLY:

_____

Effective Date