

**NORTHWESTERN WISCONSIN MULTIPLE LISTING SERVICE, INC
DATA FEED TO AFFILIATED VOW PARTNER
LICENSE AGREEMENT**

This License Agreement (*Agreement*) is made and entered into by and between the Northwestern Wisconsin Multiple Listing Service, Inc (*NWWMLS*), _____ the real estate Participant (*broker*) whose name and contact information appear on the Signature Page of this Agreement designated “Participant Information and Signature” (Participant), and _____ the company or individual(s) whose name and contact information appear on the Signature Page of this Agreement designated “Affiliated VOW Partner Information and Signature” (AVP).

RECITALS

Participant wishes to obtain and NWWMLS wishes to provide NWWMLS Listing Information, as defined in **Definitions** of this Agreement, for use on Participant’s Virtual Office Website (Participant’s VOW). Participant wishes to engage AVP to operate Participant’s VOW on behalf of Participant and subject to Participant’s supervision, accountability, and compliance with the NWWMLS’s Rules, as defined in Section 1 of this Agreement.

AVP wishes to and has or will enter into an agreement with Participant to operate Participant’s VOW, and seeks to obtain access to the NWWMLS Listing Information for such purpose.

In exchange for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, NWWMLS, Participant, and AVP agree as follows.

DEFINITIONS

1. For purposes of this Agreement, the following terms shall have the meanings set forth below.

a. Affiliated VOW Partner (AVP) means an entity or person designated by a Participant to operate a VOW on behalf of the Participant, subject to the Participant’s supervision, accountability, and compliance with the NWWMLS’s VOW Policy and Rules. For purposes of this Agreement, the AVP is the company or individual(s) whose name and contact information appear on the **Signature Page** of this Agreement in the section designated “*Affiliated VOW Partner Information and Signature.*”

b. NWWMLS Listing Information means active listing information provided by Participants to the NWWMLS and aggregated and distributed by the NWWMLS to Participants, except for any listing for which the seller has withheld permission to have the listed property displayed on the Internet. “NWWMLS Listing Information” shall include information relating to properties that have *sold only in those jurisdictions in which the actual sales prices of completed transactions are accessible from public records.*

c. NWWMLS Server means the computer server or servers, including both hardware and software, maintained by NWWMLS which contains the NWWMLS Listing Information and provides or provide the means for Vendor to access the NWWMLS Listing Information.

d. Participant means any REALTOR® who is a principal, partner, corporate officer, or branch office manager acting on behalf of a principal who participates in the Multiple Listing Service by agreeing to conform to the rules and regulations thereof. For purposes of this Agreement, a “Participant” may also be a

non-principal broker or sales licensee affiliated with a principal who operates a VOW with the principal's consent. For purposes of this Agreement, the Participant is the real estate firm or individual whose name and contact information appear on the **Signature Page** of this Agreement in the section designated "*Participant Information and Signature.*"

e. **Rules refers to the NWWMLS** rules and regulations, as amended from time to time; the VOW Policy; the VOW Rules; any applicable access standards and technology standards; and any operating policies relating to the NWWMLS Listing Information.

f. **Virtual Office Website (VOW)** refers to an NWWMLS participant's Internet website, through which the participant is capable of providing real estate brokerage services to consumers with whom the participant has first established a broker-consumer relationship (as defined by state law) where the consumer has the opportunity to search NWWMLS Listing Information, subject to the participant's oversight, supervision, and accountability.

LICENSE

2. License Grant. Subject to the terms and conditions of this Agreement, NWWMLS hereby grants to AVP a License to receive from NWWMLS an electronic datafeed of the NWWMLS Listing Information for use solely and exclusively in connection with the display of NWWMLS Listing Information on Participant's VOW.

3. Limitations on License. Except as expressly set forth in this Agreement AVP shall not, and shall not facilitate, cause, or allow anyone else, to do any of the following: (a) use, display, access, distribute, transfer, alter, or modify the NWWMLS Listing Information, or otherwise create any derivative works of the NWWMLS Listing Information, (b) download, distribute, export, deliver, or transmit any of the NWWMLS Listing Information, including to any computer or other electronic device, except Participant's VOW as permitted under this Agreement, or (c) sell, grant access to, or sublicense the NWWMLS Listing Information, or any portion of the NWWMLS Listing Information, to any third party. AVP agrees to take all reasonable steps necessary to protect the NWWMLS Listing Information from unauthorized access, distribution, copying or use.

4. License Fees and Payment; Participant as Guarantor of Payment by AVP; Expenses. In consideration for the License granted under this Agreement, AVP agrees to pay to NWWMLS the license fee and other fees described on the attached **Schedule A Fees** to this Agreement. The Fees shall be payable as provided on Schedule A. If AVP fails to make any payment when due, Participant agrees to pay and shall be held liable for any such amounts. Participant agrees to pay all costs of collection of all unpaid amounts owing to NWWMLS under this Agreement, including reasonable attorneys' fees and costs. AVP shall be responsible for its own expenses and costs under this Agreement, and NWWMLS shall have no obligation to reimburse AVP for any expenses or costs incurred by AVP in the exercise of AVP's rights or the performance of AVP's duties under this Agreement.

5. No Warranties. THE LICENSE GRANTED UNDER THIS AGREEMENT, INCLUDING ACCESS AND DISPLAY OF THE NWWMLS LISTING INFORMATION, IS PROVIDED "AS IS," AND, EXCEPT FOR THE WARRANTIES SET FORTH IN SECTION 19 OF THIS AGREEMENT, NWWMLS DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

COMPLIANCE

6. Rules. Participant and AVP hereby acknowledge that NWWMLS has provided each with a copy of the NWWMLS's Rules and agree to be bound by and comply with the Rules.

a. The Rules may include terms and limitations in addition to those set forth in this Agreement. In the event of any inconsistency, the terms of the Rules will govern.

b. NWWMLS may modify the Rules at any time, in its sole discretion. NWWMLS agrees to deliver to Participant and AVP any modification of the Rules, and Participant and AVP shall comply with such modification not later than five (5) business days after receipt.

7. Means of Accessing the NWWMLS Listing Information. Access by AVP to the NWWMLS Listing Information shall be exclusively by the means, including the format and method of delivery, designated by NWWMLS. NWWMLS may, in its sole discretion and upon thirty (30) days prior written notice to AVP, change the means and nature of accessing the NWWMLS Listing Information.

8. Authorization to Access the NWWMLS Listing Information. AVP hereby acknowledges and agrees that a) AVP has no independent participation rights in the NWWMLS by virtue of this license; b) AVP shall not use NWWMLS Listing Information except in connection with operation of Participant's VOW pursuant to this Agreement; and c) access by AVP to NWWMLS Listing Information is derivative of the rights of Participant.

9. NWWMLS Access to the VOW. Participant shall at all times make Participant's VOW readily accessible to NWWMLS and to all NWWMLS Participants for purposes of verifying compliance with the Rules. Participant's VOW is accessible to NWWMLS on the **Signature Page** of this Agreement in the section designated "*Participant Information and Signature.*"

10. Changes to NWWMLS's Server. NWWMLS shall not be obligated to make any changes to NWWMLS's Server, including any software running on NWWMLS's Server, the configuration, applicable protocols, or any other aspect of NWWMLS's Server for any reason. Participant and AVP acknowledge that the NWWMLS Server, together with access to the NWWMLS Listing Information, may from time-to-time be unavailable to AVP, whether because of technical failures or interruptions, intentional downtime for service or changes to the NWWMLS Server, or otherwise. Participant and AVP agree that any modification of the NWWMLS Server, any interruption or unavailability of access to the NWWMLS Server, or access to or use of the NWWMLS Listing Information shall not constitute a default under this Agreement. NWWMLS shall have no liability of any nature to Participant or AVP for, and Participant and AVP waive all claims arising out of, any such modifications, interruptions, unavailability, or failure of access.

OWNERSHIP

11. Ownership of Intellectual Property. AVP acknowledges and agrees that the NWWMLS Listing Information is proprietary, original works of authorship of NWWMLS, may consist of information for which NWWMLS has sufficient rights to grant this license, and is protected under United States copyright law. AVP further acknowledges and agrees that all right, title, and interest in and to the NWWMLS Listing Information and any modifications, enhancements, or derivative works of the NWWMLS Listing Information, are and shall remain with NWWMLS. This Agreement does not convey or grant to AVP an interest in or to the NWWMLS Listing Information, but only a limited right to access and display the NWWMLS Listing Information, revocable in accordance with the terms of this Agreement. AVP agrees that it will not challenge or take any action inconsistent with NWWMLS's ownership of or rights to the NWWMLS Listing Information as described herein.

12. Trademark License. NWWMLS grants to AVP a limited, non-exclusive, revocable license to use NWWMLS's trademark(s) identified in **Schedule B Trademarks** for the sole purpose of identifying NWWMLS as the source of the NWWMLS Listing Information ("NWWMLS Trademark"). AVP agrees that it shall not use the NWWMLS Trademark, or any marks that are confusingly similar, assert any right, license, or interest with respect to any trademarks of NWWMLS, or represent or suggest any affiliation between NWWMLS and AVP. AVP agrees that it will not file any applications or assert any rights to the NWWMLS Trademark in the United States, or any other country or territory. NWWMLS may subsequently grant similar rights to AVP to use other trademarks of NWWMLS, and AVP's use thereof shall be subject to the provision of this paragraph as if they had been included in **Schedule B Trademarks**

13. Proprietary and Other Notices. AVP agrees that it will include and not alter or remove any trademark, copyright, other notices, or any disclaimers located or used on or in connection with the NWWMLS Listing Information. AVP agrees to provide notice to any person with access to the display of the NWWMLS Listing Information that the source of the NWWMLS Listing Information is NWWMLS.

TERM AND TERMINATION

14. The term of this Agreement shall commence on the "Effective Date" set forth on the **Signature Page** under *NWWMLS Information and Signature*. NWWMLS may, by delivery of written notice to Participant and AVP, terminate this Agreement effective immediately upon the occurrence of any of the following events:

- a. AVP giving NWWMLS and Participant written notice of the termination;
- b. Participant giving notice to NWWMLS that it no longer intends to display the NWWMLS Listing Information on the VOW;
- c. AVP being no longer designated to provide VOW services to Participant;
- d. Participant ceasing to remain a participant in the NWWMLS;
- e. AVP accessing or downloading data in a manner not authorized for Participants that hinders the ability of Participants to download data;
- f. Participant or AVP violating a VOW Policy or VOW Rule; or
- g. Participant or AVP failing to make required payments to the NWWMLS.

15. NWWMLS acknowledges and agrees that it may not suspend or terminate AVP's access to data for reasons other than those that would allow NWWMLS to suspend or terminate Participant's access to data, or without giving the AVP and Participant prior notice of the process set forth in the applicable provisions of the Rules for suspension or termination of Participant's access.

16. No Fees, portion of the Fees, or other fees payable by AVP under this Agreement will be refunded to AVP upon termination of this Agreement for any reason.

WARRANTIES, INDEMNIFICATION AND LIMITATION OF LIABILITY

17. Mutual Representations and Warranties. Each party represents and warrants to the others as follows:
(a) this Agreement, when executed by such party, will be valid, binding and enforceable with respect to such

party in accordance with its terms; (b) the execution of this Agreement and/or the performance of such party'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 such party is bound; and (c) AVP 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. AVP further represents and warrants to NWWMLS that the grant of the License to AVP and the fulfillment of AVP's obligations as contemplated under this Agreement are proper and lawful.

18. Indemnification. Participant and AVP indemnify and hold harmless NWWMLS, 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 breach by Participant or AVP of any of the terms and conditions of this Agreement, including any breach of representation or warranty set forth in this Agreement, and the use and display of the NWWMLS Listing Information. NWWMLS shall have the right to control its own defense and engage legal counsel acceptable to NWWMLS.

19. Limitation of Liability. TO THE FULLEST EXTENT AVAILABLE UNDER APPLICABLE LAW, NWWMLS'S ENTIRE AND CUMULATIVE LIABILITY TO PARTICIPANT OR AVP, 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 NWWMLS LISTING INFORMATION, INCLUDING ANY TORT, SUCH AS NEGLIGENCE, SHALL NOT EXCEED AN AMOUNT EQUAL TO THE LICENSE FEE PAID TO NWWMLS 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 AGREEMENT, IN NO EVENT SHALL NWWMLS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES OR LOST PROFITS, EVEN IF NWWMLS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

REMEDIES

20. NWWMLS, Participant, and AVP agree that a breach of this Agreement will result in immediate and irreparable injury and harm to NWWMLS. In such event, NWWMLS shall have the right to immediately terminate AVP's access to the NWWMLS Information and to obtain 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 NWWMLS may have including, without limitation, the right to seek monetary damages.

21. Costs of Litigation. If any action is brought by any party to this Agreement against another party regarding the subject matter of this Agreement, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorneys' fees, costs, and expenses of litigation.

GENERAL PROVISIONS

22. Governing Law; Submission to Jurisdiction. This Agreement is governed by and enforced according to the laws of the State of Wisconsin. Participant and AVP hereby submit and consent to, and waive any defense to the jurisdiction of courts located in Eau Claire County, State of Wisconsin, as to all matters relating to or arising from this Agreement.

23. Notices. All notices to be given under this Agreement shall be made in writing and delivered by U.S. certified mail, facsimile transmission, or email to the appropriate party at the address provided on the Signature Page of this Agreement. The foregoing addresses may be changed from time-to-time by delivering notice of such change to the parties to this Agreement. Notice shall be effective upon receipt.

24. No Joint Venture. Nothing in this Agreement shall be construed to create a partnership or joint venture between NWWMLS and AVP.

25. 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.

26. No Waiver. The waiver by either party of, or the failure of either 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.

27. No Assignment. Neither Participant nor AVP may assign or otherwise transfer any rights under this Agreement to any party without the prior written consent of NWWMLS.

28. Survival. The obligations of Participant and AVP set forth in Items 5, 7, 10, 13, 14, 20, and 21 under this Agreement shall survive the termination of this Agreement.

29. Execution and Amendment. This Agreement may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument. Facsimile signatures are deemed to be equivalent to original signatures for the purposes of this Agreement. This Agreement may not be amended except in writing signed by Participant, AVP, and NWWMLS.

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SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their authorized representatives as of the Effective Date.

Effective Date:

NWWMLS Information & Signature

Signature

Name, Title

Street Address Street Address

City, State, Zip Code City, State, Zip Code

Email Address

Phone Number

FAX Number

Participant Information & Signature

Signature

Name, Title

Street Address Street Address

City, State, Zip Code City, State, Zip Code

Email Address

Phone Number

FAX Number

VOW URL:

Print

[NOTE: If "Participant" is a non-principal broker or sales licensee, then the affiliated principal real estate broker or Participant Information and Signature is required)

Affiliated VOW Partner Information & Signature

Signature

Name, Title

Street Address Street Address

City, State, Zip Code City, State, Zip Code

Email Address

Phone Number

FAX Number

NWWMLS Information & Signature

Signature

Name, Title

Street Address Street Address

City, State, Zip Code City, State, Zip Code

Email Address

Phone Number

FAX Number

SCHEDULE A
FEEES

Fees: \$100.00 setup fee

Payment Terms: Payment must be submitted with signed license agreement

**SCHEDULE B
TRADEMARKS**

NWWMLS Trademark:



Trademarks Licensed to AVP: