

SMARTDESK SUBSCRIBER ACCESS LICENSE AGREEMENT was last updated on March 15, 2012.

THIS SUBSCRIBER ACCESS LICENSE AGREEMENT (the "Agreement") governs the terms of use by you of certain services and products described below. These services and products are offered by Real Estate Digital, LLC. ("Real Estate Digital") and/or California Regional Multiple Listing Service, Inc. ("CRMLS"). Real Estate Digital and CRMLS have entered into agreements regarding the administrative, billing, customer service and other functions related to the services.

This Agreement is made between you as the user and Real Estate Digital as the provider of the SmartDesk services and product (the "Product"). Please read this Agreement and indicate your acceptance by clicking the "ACCEPT" button at the end of the Agreement.

1. You acknowledge and agree by registering as a user and/or clicking the "ACCEPT" button and using the Product (i) to be bound by all of the terms in this Agreement, and (ii) that this Agreement replaces and supersedes any previous Subscriber Access License Agreement governing your use of the Product. Real Estate Digital may change the terms in this Agreement at any time and from time to time. When the terms are changed, Real Estate Digital will notify you by email or online postings. The changes will also appear in this document; therefore, you should bookmark this page and check back regularly. If you agree to be bound by these changes, you must click on the "ACCEPT" button at the end of the Agreement. If you do not agree to the changes, this subscription may be cancelled. If you do not click on the "ACCEPT" button but access the Product after Real Estate Digital has notified subscribers of a change in the Agreement, you will be deemed to have agreed to be bound by all of the changes.

2. Real Estate Digital will never supply personal information, such as your name, address, telephone number, e-mail address or other specific personal identifying information to any other party without your express prior consent. Real Estate Digital may store the information you provided as part of the registration process and use it to inform you about other products and services, unless you notify Real Estate Digital that you do not wish to receive this information.

3. You agree to an initial minimum service term of twelve months. You also agree that this Agreement shall automatically renew for successive twelve-month terms unless cancelled in writing at least 30 days prior to the end of the initial twelve-month term or any renewal twelve-month term. Cancellation requests must be submitted in writing to cancel@crmls.org.

4. You agree to pay the published set-up fee and hosting fees for the service plan you have selected. You authorize Real Estate Digital or CRMLS, as the case may be, to automatically charge to the credit card designated when your order is submitted or subsequently updated by you (i) the published set-up fee, and (ii) hosting fees, on a monthly or annual basis as determined by you at the time your order is submitted, for the initial twelve-month term and each renewal term. Charges for the set-up fee will be made at the time your order is submitted. Charges for hosting fees will begin at the time your order is submitted and continue in accordance with this Agreement. You acknowledge that your electronic submissions constitute your agreement and intent to be bound by and to pay for the services designated in your order.

5. If you are not completely satisfied with your purchase, this subscription may be cancelled within 30 calendar days of the purchase date and you will receive a full refund of any pre-paid hosting fees. Set-up fees are non-refundable. Cancellation requests must be submitted in writing to cancel@crmls.org. All fees are non-refundable after the 30 day cancellation period.

6. If you fail, or Real Estate Digital suspects that you have failed, to comply with any of the provisions of this Agreement, including but not limited to failure to make payment of fees due, failure to provide a valid credit card or with accurate and complete registration data, failure to safeguard your account information, or infringement

or other violation of third parties' rights, Real Estate Digital, at its sole discretion, without notice to you may (i) terminate this Agreement and/or your account, and you will remain liable for all amounts due under your account up to and including the date of termination; and/or (ii) terminate your use of the Product.

7. You are responsible for all use of the Product made using your username and password, whether or not such use is made by you or by someone else using your username and password. You are responsible for protecting and securing your username and password from unauthorized use. If you believe there has been unauthorized use of your username or password, you should change your password and notify Real Estate Digital immediately.

8. You agree to use the services offered by Real Estate Digital in a manner consistent with all applicable local, state/provincial and federal laws and regulations. You will not knowingly or unknowingly submit to Real Estate Digital for publication any of the following material (including pictures, links, or any other content):

- (a) any material which violates or infringes any copyright, trademark, trade secret, patent, statutory, common law or other proprietary rights of others;
- (b) any material that is libelous or slanderous;
- (c) any material which is or contains anything obscene or pornographic; or
- (d) distribution lists to be used via unsolicited electronic mail or other mass electronic mailings.

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11. Real Estate Digital shall not be liable for the contents of any banner advertisement or any other form of advertising or the contents of any web site to which any banner advertisement or other form of advertising provides a hyperlink. Advertisers and third parties providing banner advertisements, advertising in any form and/or links to other websites shall be solely responsible for ensuring that such advertising material and such other websites comply with all relevant laws and regulations. To the fullest extent permissible, Real Estate Digital disclaims all responsibility for any error, omission or inaccuracy in such material or its failure to comply with the relevant laws or regulations. The views expressed in any content published in the Product are not necessarily the views of Real Estate Digital and Real Estate Digital disclaims all responsibility for the content published.

12. You agree to defend, indemnify and hold Real Estate Digital harmless from and against any and all claims, losses, liabilities and expenses (including lawyers' fees) related to or arising out of the services provided by Real Estate Digital under this Agreement or your breach of the terms of this Agreement, including without limitation claims made by third parties (including clients of yours) related to any false advertising claims, liability claims for products or services sold by you, claims for patent, copyright or trade mark infringement, claims due to disruption or malfunction of services provided hereunder, or for any content submitted by you for publication by Real Estate Digital, but excluding those related to the negligence of Real Estate Digital.

13. All Real Estate Digital, rDesk, rDesk Websites, rDesk Broker Websites, rDesk Agent Websites, rDesk CRM, rDesk IDX, rDesk CMA, rDesk Contact Manager, rDesk Action Plan Manager, SearchPoint, VantagePoint, DocCentral, TransactionPoint, FormCentral, reDataVault and Lightning logos are registered trademarks of Real Estate Digital, LLC. You are not permitted to use or reproduce or allow any other party to use or reproduce these trademarks for any reason whatsoever.

14. If any Article, Section, paragraph or provision of this Agreement is determined to be void or unenforceable in whole or in part, it shall not affect or impair the validity or enforcement of any other provision of this Agreement.

15. This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties and there are no warranties, representations or other agreements between the parties in connection with the subject matter of this Agreement except as specifically set forth herein.

16. Real Estate Digital represents and warrants that it has the necessary expertise and ability to perform the services required by this Agreement; that it will perform said services in a professional, competent and timely manner; that it has the power to enter into and perform its obligations under this Agreement; and that its performance of this Agreement shall not infringe upon or violate the rights of any third party or violate any federal, state/provincial and municipal laws.

(If an individual) You hereby represents and warrants that you are eighteen (18) years of age or older, and under no disability that would render you unable to enter into, be fully bound by and able to fully perform your obligations in accordance with the provisions of this Agreement.

OR (If a corporation) You hereby represent and warrant that you have the power to enter into and perform your obligations under this Agreement, and that your performance of this Agreement shall not infringe upon or violate the rights of any third party or violate any federal, state/provincial and municipal laws.

SMARTIDX SUBSCRIBER ACCESS LICENSE AGREEMENT was last updated on March 15, 2012.

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7. You are responsible for all use of the Product made using your username and password, whether or not such use is made by you or by someone else using your username and password. You are responsible for protecting and securing your username and password from unauthorized use. If you believe there has been unauthorized use of your username or password, you should change your password and notify Real Estate Digital immediately.

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12. You agree to defend, indemnify and hold Real Estate Digital harmless from and against any and all claims, losses, liabilities and expenses (including lawyers' fees) related to or arising out of the services provided by Real Estate Digital under this Agreement or your breach of the terms of this Agreement, including without limitation claims made by third parties (including clients of yours) related to any false advertising claims, liability claims for products or services sold by you, claims for patent, copyright or trade mark infringement, claims due to disruption or malfunction of services provided hereunder, or for any content submitted by your for publication by Real Estate Digital, but excluding those related to the negligence of Real Estate Digital.

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SMARTSITES SUBSCRIBER ACCESS LICENSE AGREEMENT was last updated on March 15, 2012.

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12. You agree to defend, indemnify and hold Real Estate Digital harmless from and against any and all claims, losses, liabilities and expenses (including lawyers' fees) related to or arising out of the services provided by Real Estate Digital under this Agreement or your breach of the terms of this Agreement, including without limitation claims made by third parties (including clients of yours) related to any false advertising claims, liability claims for products or services sold by you, claims for patent, copyright or trade mark infringement, claims due to disruption or malfunction of services provided hereunder, or for any content submitted by you for publication by Real Estate Digital, but excluding those related to the negligence of Real Estate Digital.

13. All Real Estate Digital, rDesk, rDesk Websites, rDesk Broker Websites, rDesk Agent Websites, rDesk CRM, rDesk IDX, rDesk CMA, rDesk Contact Manager, rDesk Action Plan Manager, SearchPoint, VantagePoint, DocCentral, TransactionPoint, FormCentral, reDataVault and Lightning logos are registered trademarks of Real Estate Digital. You are not permitted to use or reproduce or allow any other party to use or reproduce these trade marks for any reason whatsoever.

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3. You agree to an initial minimum service term of twelve months. You also agree that this Agreement shall automatically renew for successive twelve-month terms unless cancelled in writing at least 30 days prior to the end of the initial twelve-month term or any renewal twelve-month term. Cancellation requests must be submitted in writing to cancel@crmls.org.

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15. This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties and there are no warranties, representations or other agreements between the parties in connection with the subject matter of this Agreement except as specifically set forth herein.

16. Real Estate Digital represents and warrants that it has the necessary expertise and ability to perform the services required by this Agreement; that it will perform said services in a professional, competent and timely manner; that it has the power to enter into and perform its obligations under this Agreement; and that its performance of this Agreement shall not infringe upon or violate the rights of any third party or violate any federal, state/provincial and municipal laws.

(If an individual) You hereby represents and warrants that you are eighteen (18) years of age or older, and under no disability that would render you unable to enter into, be fully bound by and able to fully perform your obligations in accordance with the provisions of this Agreement.

OR (If a corporation) You hereby represent and warrant that you have the power to enter into and perform your obligations under this Agreement, and that your performance of this Agreement shall not infringe upon or violate the rights of any third party or violate any federal, state/provincial and municipal laws.