

**BROKER LICENSE AGREEMENT**  
**For Data Transport**

“Broker” \_\_\_\_\_ MRED Office ID: \_\_\_\_\_

Address: \_\_\_\_\_ MRED Agent ID: \_\_\_\_\_

“MRED”: Midwest Real Estate Data LLC, 2443 Warrenville Road, Suite 600 Lisle, IL 60532

“Effective Date” \_\_\_\_\_ Please check ONE of the following:

\_\_\_ All Office Listings or \_\_\_ Listings for Agent ID \_\_\_\_\_

- (i) MRED operates a computer online, interactive regional real estate multiple listing service (the “MRED Service”) and a web site known as MetroChicagoRealEstate.com,
  - (ii) Broker desires to advertise Broker’s Property Listing Information to the general public via the Internet by including Broker’s Property Listing Information on Broker’s Company World Wide Web site (“Broker’s Company Site”) (or other named sites); and
  - (iii) MRED is willing to provide Broker the Broker’s Property Listing Information under the terms and conditions of this Agreement;
- 1.0 **LICENSED CONTENT.** The term “Broker Property Listing Information” shall mean the real estate listing information available on the MRED Service for which Broker is the designated broker having control over such listing information. By this Agreement, broker authorizes MRED to release said Broker Property Listing Information under the terms of this license.
- 2.0 **LICENSE.**
- 2.1 **License Grant.** MRED hereby grants to Broker a personal non-exclusive, non-transferable right and license to use, copy store, display, transmit, download and distribute the licensed Broker Property Listing Information and make derivative works based on the licensed Broker Property Listing Information solely for advertising purposes on the Broker’s Company Site, or another site of Broker’s choice, through the Internet or such other media as the parties shall mutually agree upon during the term of this Agreement.
- 2.2 **Restrictions.** Broker agrees that the Broker Property Listing Information licensed to Broker shall not be reproduced or electronically manipulated for any purpose other than advertising such real estate listings and, except as expressly provided in Section 2.1, may not be resold, licensed, transmitted, broadcasted, displayed, published, or otherwise distributed without the written consent of MRED.
- 2.3 **Ownership.** Broker agrees and acknowledges that the ownership and title in and to the Broker Property Listing Information including any copyright rights shall be retained by MRED, its licensors or the Broker, as the case may be.
- 2.4 **Consent to Use Information.** Broker acknowledges that the information in the Broker Property Listing Information is subject to its continued consent or continued consent of any supplying third party.
- 3.0 **TERM.** This Agreement shall commence on the Effective Date and thereafter shall continue for a term of 12 months. The Agreement will automatically renew for successive 12 month terms unless terminated in writing by either party.
- 4.0 **DELIVERY.** MRED will download Broker Property Listing Information to a site or sites of Broker’s choice in a comma delimited file format from MRED FTP site.
- 5.0 **SERVICE FEES.** In consideration of the costs incurred by MRED under this Agreement, Broker agrees to pay MRED a one time service fee in the amount of Twenty Five Dollars (\$25.00). Such fees may be adjusted by MRED upon ninety (90) days written notice from MRED.
- 6.0 **CONTENT ACKNOWLEDGEMENT.** Broker acknowledges that MRED does not review or edit the Broker Property Information or exercise any form of editorial control over the Broker Property Listing Information licensed to Broker hereunder. Broker also acknowledges that MRED does not investigate or confirm any of the Broker Property Listing Information and, as more fully provided in Section 7.0 below, MRED neither warrants nor endorses any such Broker Property Listing Information for any purpose or assumes any liability for same.
- 7.0 **WARRANTY DISCLAIMER.**  
BROKER EXPRESSLY AGREES THAT ALL BROKER PROPERTY LISTING INFORMATION IS PROVIDED ON AN “AS IS”, “AS AVAILABLE” BASIS AND THAT THE USE OF SUCH BROKER PROPERTY LISTING INFORMATION IS AT THE SOLE RISK OF BROKER. NEITHER MRED NOR ANY OF ITS LICENSORS OR THIRD-PARTY INFORMATION SUPPLIERS (INCLUDING MRED

SUBSCRIBERS AND BROKER'S SUPPLYING SUCH INFORMATION) MAKE ANY WARRANTY AS TO THE ACCURACY, COMPLETENESS, CURRENCY, OR RELIABILITY OF ANY BROKER PROPERTY LISTING INFORMATION AND MRED, ITS LICENSORS AND THIRD-PARTY INFORMATION SUPPLIERS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES WITH RESPECT TO BROKER PROPERTY LISTING INFORMATION, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8.0 INDEMNIFICATION. Broker agrees to indemnify and hold MRED harmless from and against 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 MRED based upon (a) Brokers advertising services pertaining to or other use of the Broker Property Listing Information, (b) Broker's unauthorized use of any of the Broker Property Listing Information or (c) any error or omission by Broker.

9.0 TERMINATION. Either party may terminate this agreement prior to the expiration of any term upon ninety (90) days advance written notice to the other party.

10.0 MISCELLANEOUS.

10.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, County of Cook, as though all acts or omission hereto occurred in such state.

10.2 Integration. This Agreement contains the complete agreement between the parties with respect to the subject matter hereto. This Agreement may only be amended by a document signed by both parties.

10.3 Severability. If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced by any rule of law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby are not affected in any manner materially adverse to any party.

10.4 Transfer and Assignment. This Agreement and the rights and obligations hereof may not be assigned, sublicensed or otherwise transferred by either party without the prior written consent of the other party.

10.5 Notices. All notices, consents and approvals given under this Agreement shall be in writing and shall be delivered in person, by first class or express mail or facsimile to the address listed above. Either party may change its address or addresses for the purpose of this Section by giving notice in accordance with this Section. Notice given in accordance with this Section shall be deemed given when received.

10.6 Relationship of the Parties. Neither party is acting as an agent, partner, or joint venturer with the other party for any purpose. Except as provided in this Agreement, neither party shall have any right, power, or authority to act or create any obligation, express or implied, on behalf of the other.

Agreed and effective as of the day and year first above written.

Midwest Real Estate Data LLC

Broker:

Name: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_