



AFFILIATED VOW PARTNER AGREEMENT



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Schedule I

AFFILIATED VOW PARTNER AGREEMENT

THIS AFFILIATED VOW PARTNER AGREEMENT (this “Agreement”) is entered into as of _____, 20____, among the Real Estate Board of New York, Inc., a New York not-for-profit corporation (“REBNY”), the real estate brokerage firm whose name and contact information appear on the Signature Page of this Agreement designated “Participant Information and Signature” (the “Participant”) and the Affiliated Virtual Office Website Partner whose name and contact information appear on the Signature Page of this Agreement designated “Affiliated VOW Partner Information and Signature” (“AVP”). Terms used herein but not otherwise defined herein shall have the meanings ascribed to such terms in the VOW Agreement (defined below).

WHEREAS, the Participant is an RLS Broker that owns and operates, or licenses one or more Virtual Office Websites (each such Virtual Office Website, a “Participant VOW”);

WHEREAS, the Participant and REBNY have entered into the RLS Universal Co-Brokerage Agreement/Rules and Regulations (the “Co-Brokerage Agreement”) and a Virtual Office Website Agreement (the “VOW Agreement”);

WHEREAS, the Participant wishes to engage AVP to operate one or more Participant VOW(s) on behalf of Participant, subject to the Participant's supervision, accountability, and compliance with the Co-Brokerage Agreement, the VOW Agreement and this Agreement; and

WHEREAS, in connection with the AVP's operation of the Participant VOW(s), REBNY and the other Participants in the REBNY Listing Service (the “RLS”) provide AVP with a license for access to the RLS Listing Information solely and exclusively for the purposes of acting as an AVP for a Participant VOW.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I Definitions

1.1 Certain Definitions. The following terms shall have the meanings set forth below (and such meanings shall be equally applicable to both the singular and plural form of the terms defined, as the context may require):

“Agreement” shall have the meaning ascribed to it in the recitals to this Agreement.

“Co-Brokerage Agreement” shall have the meaning ascribed to it in the recitals to this Agreement.

“Co-Brokerage and VOW Agreements” means the Co-Brokerage Agreement, as amended from time to time; the VOW Agreement, as amended from time to time; this Agreement, as amended from time to time; and any other operating policies relating to the REBNY Listing Information that may be promulgated by the RBD and/or REBNY.

“Confidential Information” has the meaning set forth in Section 8.6 of this Agreement.

“Contract Administrator” has the meaning set forth in Section 8.8 of this Agreement.

“License” means a non-exclusive, non-transferable license to access and display the RLS Listing Information for a Participant for purposes of operating a Participant VOW.

“Participant” shall have the meaning ascribed to it in the recitals to this Agreement.

“Participant VOW” shall have the meaning ascribed to it in the recitals to this Agreement. Each reference to “Participant VOW”, “Participant VOW(s)” or “Participant VOWs” herein shall refer to all Participant VOWs, whether operated by the Participant, a Salesperson of the Participant, or by an AVP.

“RBD” shall mean Residential Brokerage Division of REBNY.

“REBNY” shall have the meaning ascribed to it in the recitals to this Agreement.

“RLS” shall have the meaning ascribed to it in the recitals to this Agreement.

“RLS Broker” shall mean a licensed real estate broker, associate real estate broker, real estate salesperson (as those terms are defined in New York Real Property Law § 440) associated with any firm who (a) is a member of the RBD, or (b) has an office and/or listings in New York City, or is a firm that actively endeavors during the operation of its real estate brokerage business to list residential property of the type listed on the RLS and/or to accept offers of cooperation and compensation made by Exclusive Brokers in the RLS. For purposes of this definition, “actively” means on a continual and on-going basis during the operation of the RLS Broker’s real estate brokerage business.

“RLS Listing Information” means active listing information transmitted by RLS Brokers and distributed to other RLS Brokers through the RLS, including, but not limited to, the information contained in Exhibit A to the Co-Brokerage Agreement, except for Confidential Listing Information contained in Section 2.3 of the VOW Agreement.

“RLS Trademark” has the meaning set forth in Section 5.2.

“Technical Contact” has the meaning set forth in Section 8.8 of this Agreement.

“Virtual Office Website” or “VOW” means an Internet website, or a feature of an Internet website, through which an RLS Broker or Salesperson is capable of providing real estate brokerage services to consumers with whom the RLS Broker or the Salesperson has first established a broker-consumer relationship (as defined by New York state law) where the consumer has the opportunity to search non-confidential RLS Listing Information, subject to an RLS Broker’s oversight, supervision, and accountability.

“VOW Agreement” shall have the meaning ascribed to it in the recitals to this Agreement.

1.2 Construction and Usage. All References to “Articles,” “Sections,” and “Exhibits” contained in this Agreement are, unless specifically indicated otherwise, references to articles, sections, schedules, or exhibits of or to this Agreement. The following usages apply to any interpretation or construction of this Agreement, unless the context clearly indicates otherwise: (i) wherever the term “including” is used, it means “including, but not limited to,” (ii) the singular and plural numbers and masculine, feminine, and neuter genders of words are fully interchangeable, and (iii) wherever the term “law” is used, it means all applicable statutes, regulations, and case law, both state and federal, as they are amended.

ARTICLE II

Designation of Affiliated VOW Partner

2.1 AVP Designation. The Participant hereby designates AVP to operate one or more Participant VOW(s) on behalf of a Participant, subject to the Participant’s supervision and accountability and subject to all terms and conditions of the Co-Brokerage and VOW Agreements.

2.2 AVP Requirements. AVP hereby agrees to operate one or more Participant VOW(s) on behalf of a Participant subject to the terms and conditions of this Agreement, the Participant’s supervision and accountability and the Co-Brokerage and VOW Agreements.

ARTICLE III

License

3.1 License Grant. Subject to the terms and conditions of this Agreement, and the Co-Brokerage and VOW Agreements, REBNY hereby grants to AVP a License to receive an electronic datafeed of the RLS Listing Information, if necessary, for use solely and exclusively in connection with the display of RLS Listing Information on a Participant VOW(s). For those firms that already receive a datafeed of the RLS Listing Information, such receipt is also subject to the terms and conditions of this Agreement, the Co-Brokerage and VOW Agreements, and any other agreement between REBNY and AVP.

3.2 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 RLS Listing Information, or otherwise create any derivative works of the RLS Listing Information, (b) download, distribute, export, deliver, or transmit any of the RLS Listing Information, including to any computer or other electronic device, except those utilized by a Participant VOW(s) as permitted under this Agreement of the VOW Agreement, or (c) sell, grant access to, or sublicense the RLS Listing Information, or any portion of the RLS Listing Information, to any third party including, but not limited to, other RLS Brokers who have not entered into a separate agreement for authorizing access to the RLS Listing Information or who no longer are in good standing with REBNY or the RLS. AVP agrees to take all reasonable steps necessary to protect the RLS Listing Information from unauthorized access, distribution, copying or use.

3.3 No Warranties. THE LICENSE GRANTED UNDER THIS AGREEMENT, INCLUDING ACCESS AND DISPLAY OF THE RLS LISTING INFORMATION, IS

PROVIDED “AS IS,” AND, EXCEPT FOR THE WARRANTIES SET FORTH IN SECTION 8.1, REBNY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

ARTICLE IV
Compliance

4.1 Compliance with Standards.

(a) AVP agrees to be bound by and comply with all of the terms and conditions of the Co-Brokerage and VOW Agreements, and any other reasonable standards, terms and conditions relating to the display of the RLS Listing Information, including maintaining, as applicable, the display of the RLS Listing Information. AVP shall not cause the display of any RLS Listing Information to be inconsistent with the terms of the Co-Brokerage and VOW Agreements and AVP shall not facilitate any noncompliance with the terms of the Co-Brokerage and VOW Agreements, by any third party, including the Participant, the host or creator, or a party involved in publication or distribution of the RLS Listing Information, as applicable.

(b) AVP shall immediately notify REBNY of any failure to comply with the terms and conditions of the Co-Brokerage Agreement and/or the VOW Agreement of which it becomes aware, including by any Participant, and including any actual or attempted material unauthorized access to or download or use of the RLS Listing Information. Upon the occurrence of any such event or action, AVP shall take all steps necessary, and cooperate with REBNY in every way requested by REBNY, to remedy and prevent the continuation or recurrence of such actions or event, including with respect to any litigation or other proceeding, as deemed necessary by REBNY.

4.2 Means of Accessing the RLS Listing Information. Access by AVP to the RLS Listing Information shall be exclusively by the means, including the format and method of delivery, designated by REBNY and/or the RBD. Either REBNY and/or the RBD, in their joint or individual discretion and upon thirty (30) days prior written notice to AVP, may change the means and nature of accessing the RLS Listing Information.

4.3 Authorization to Access the RLS Listing Information. AVP acknowledges and agrees that (i) it shall have no independent participation rights in the RLS by virtue of its right to receive RLS Listing Information on behalf the Participant; (ii) it shall have no right to use the RLS Listing Information except in connection with the operation of the Participant VOW on behalf of the Participant or an affiliated Salesperson, as applicable, and pursuant to the terms of this Agreement; and (iii) such rights of AVP to access the RLS Listing Information are derived from the rights of the Participant under the VOW Agreement and the Co-Brokerage Agreement.

4.4 Changes to any Server. REBNY shall not be obligated to make any changes to any server nor shall any provider of Listings Information Technology Services (“Listings IT Provider”) to any RLS Broker be obligated to make any changes to any server, including any software running on either REBNY’s or the Listings IT Provider’s server, nor shall the

configuration, applicable protocols, or any other aspect of REBNY's or the Listings IT Provider's server be changed for any reason arising from or relating to this Agreement, including changes which AVP believes may be necessary to facilitate access to the RLS Listing Information. Notwithstanding the foregoing, either REBNY or any Listings IT Provider may, at any time, modify or replace any server, in its sole discretion, and AVP understands that a modification of that server may require changes to any applicable websites, including websites, hardware, software, or configurations to provide for access to the RLS Listing Information. Neither REBNY nor any Listings IT Provider makes any representations or warranties with respect to the response time for access to the RLS Listing Information. AVP acknowledges that the server, together with access to the RLS Listing Information may from time-to-time be unavailable, whether because of technical failures or interruptions, intentional downtime for service or changes to any server, or otherwise. AVP agrees that any modification of any server, and any interruption or unavailability of access to any server, or access to or use of the RLS Listing Information shall not constitute a default under this Agreement, and that neither REBNY nor any Listings IT Provider, as applicable, shall have no liability of any nature to AVP for any such modifications, interruptions, unavailability, or failure of access.

ARTICLE V Ownership

5.1 Ownership of Intellectual Property. AVP acknowledges and agrees that the RLS Listing Information are proprietary, original works of authorship of the respective RLS Brokers, or may be licensed to REBNY, protected under United States copyright, trademark, patent and trade secret laws of general applicability. AVP further acknowledges and agrees that all right, title, and interest in and to the RLS Listing Information, together with all modifications, enhancements, and derivative works of the RLS Listing Information, including all copyright rights, are and shall remain with each respective RLS Broker who supplied the RLS Listing Information to the RLS. Notwithstanding the prohibition against modification of the RLS Listing Information, in the event AVP makes any such modification, then any modifications to the RLS Listing Information, shall be the sole property of each respective RLS Broker that originally supplied the RLS Listing Information. This Agreement does not convey or grant to AVP an interest in or to the RLS Listing Information, but only a limited right to access and display the RLS Listing Information on behalf of a Participant in connection with the operation of the Participant's VOW(s), revocable in accordance with the terms of this Agreement. In the event of any claim for infringement or misappropriation of the RLS Listing Information, all damages awarded and other awards and recoveries shall be the exclusive property of REBNY, and all such amounts shall be paid to REBNY. In the event, for any reason, AVP obtains possession or control of any such damages or awards, AVP agrees to hold all such funds as trustee in trust for the exclusive benefit of REBNY. AVP agrees that it will not challenge or take any action inconsistent with either REBNY's or any other Participant's rights to the RLS Listing Information.

5.2 Trademark License. REBNY grants to AVP a limited, non-exclusive, revocable license to use the trademark identified on the attached Schedule II, a trademark available to vendors for the purpose of identifying the RLS as the source of the RLS Listing Information ("RLS Trademark"). Any use of the RLS Trademark shall be solely for the purpose of identifying the RLS as the source of the RLS Listing Information, used exactly in the form

displayed on Schedule II. The license granted under this Section 5.2 of this Agreement may be terminated at any time by REBNY, in its sole discretion, upon ten (10) days notice. AVP agrees and acknowledges that the license of the RLS Trademark is made without any representations or warranties of any kind or nature. REBNY does not make any representations or warranties regarding title to the RLS Trademark, the rights of any other persons or entities to the RLS Trademark, or with regard to the enforceability of any rights to the RLS Trademark. Except as provided in this Section 5.2, no other right is granted to AVP under this Agreement with respect to any trademarks of REBNY or the RLS. AVP agrees that it shall not use any trademarks of REBNY or the RLS, or any marks that are confusingly similar, assert any right, license, or interest with respect to any trademarks of REBNY or the RLS, or represent or suggest any affiliation between REBNY and/or the RLS, on the one hand, and AVP, on the other. AVP agrees that it will not file any applications or assert any rights to any of REBNY's or the RLS's trademarks in the United States, or any other country or territory.

5.3 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 RLS Listing Information.

ARTICLE VI Term and Termination

6.1 Initial Term. The initial term of this Agreement shall commence on the date hereof, and unless earlier terminated, continue until the first (1st) anniversary of the date hereof, and shall automatically renew for additional one (1) year terms thereafter unless a party hereto gives written notice to the other parties of non-renewal at least thirty (30) days prior to the expiration of the then-current term.

6.2 AVP Termination. AVP may terminate this Agreement at any time prior to the expiration of the initial term or any renewal term by delivering to REBNY and the Participant prior notice of termination.

6.3 REBNY Termination.

(a) REBNY may terminate this Agreement at any time after REBNY has given ten (10) days notice to AVP and Participant of any of the defaults set forth in Section 6.3(b) of this Agreement, and such defaults have not been cured within such ten (10) day period; provided, however, that if, in the reasonable discretion of REBNY, the default by AVP or Participant could result in irreparable harm to REBNY, REBNY may terminate this Agreement without prior written notice, if notice of such termination is delivered to AVP and Participant within ten (10) days of termination by REBNY.

(b) The foregoing Section 6.3(a) applies to the following defaults: (i) AVP (or Participant on AVP's behalf) fails to pay any amounts owing to REBNY under this Agreement when due; (ii) AVP discloses or uses in any manner not expressly permitted under this Agreement any Confidential Information; (iii) the License is suspended pursuant to Section 8.5, and AVP fails to cure the reason for suspension within the thirty (30) day suspension period provided under Section 8.5; (iv) at any time, any

representation or warranty made by AVP is false or misleading, whether based on facts or events existing on the date hereof, or any time thereafter; (v) AVP otherwise defaults under any other material term or condition of this Agreement; or (vi) AVP is found to have violated any of the terms of the Co-Brokerage Agreement or the VOW Agreement, and such violation is subject to termination or suspension from either REBNY or the RLS. In addition, REBNY may terminate this Agreement upon ten (10) days notice to AVP if either AVP or the Participant ceases doing business or becomes insolvent, a voluntary or involuntary petition of bankruptcy is filed with respect to AVP and/or Participant, or AVP ceases to operate or control the Participant VOW.

6.4 Simultaneous Termination. This Agreement shall be terminated simultaneously with the termination of the Co-Brokerage Agreement and/or the VOW Agreement pursuant to their terms.

6.5 Termination of License. Upon the termination of this Agreement, for any reason, the License and any other license granted under this Agreement shall terminate and AVP shall within ten (10) business days of the date of termination of this Agreement (i) permanently delete and remove all copies of the RLS Listing Information, and such software from all computers and other storage devices on which they were loaded or copied, and (ii) terminate the use and display of any RLS Listing Information in any place, and (iii) deliver to REBNY written certification acceptable to REBNY of AVP's compliance with the provisions of this Section 6.5.

6.6 No Refund of Fees. No fees payable by AVP under this Agreement, or any prior version of this Agreement, will be refunded to AVP upon termination of this Agreement for any reason.

ARTICLE VII Compliance Review

7.1 Compliance Reviews. The AVP must notify REBNY of its intention to provide AVP product(s) or service(s) and must make any Participant VOW readily accessible to REBNY and/or a third-party retained by REBNY, for purposes of verifying compliance with this Agreement, the Co-Brokerage Agreement and any other applicable RLS rules or policies ("Compliance Review"). An AVP operating a customized VOW specifically for a Participant or providing an "off-the-shelf" product which has not been previously reviewed by REBNY shall make the Participant VOW or "off-the-shelf" product, as applicable, readily accessible for a Compliance Review prior to the commencement of operations in the RLS, and will be subject to additional Compliance Review(s) only after a formal complaint has been lodged with REBNY against the Participant and/or AVP by another RLS Broker.

(a) The costs of a Compliance Review shall be paid by REBNY, provided however, that either the AVP or Participant, by their own agreement, shall be responsible for the costs of any Compliance Review of a VOW that discloses any deficiency, omission, non-conformance with and/or violation of the provisions of this Agreement.

(b) Participants utilizing the "off-the-shelf" or non-customized services or products of an AVP that has executed an RLS AVP Agreement and passed its own

Compliance Review shall only be subject to a Compliance Review by REBNY after a formal complaint has been lodged with REBNY against that Participant by another RLS Broker. Section 6.1(a) applies to any Compliance Review conducted under this Section 6.1(b). As set forth in Sections 2.1 and 2.2 of this Agreement, use of an AVP to operate a Participant VOW is still subject to the Participant's supervision and accountability and the terms of this Agreement, the Co-Brokerage Agreement and any other applicable RLS rules or policies.

7.2 Compliance Review Deficiencies. An AVP shall have thirty (30) days to cure any deficiencies, omissions or other non-compliance identified during a Compliance Review, as determined in the discretion of either REBNY or any third-party engaged by REBNY to conduct the Compliance Review. Failure to cure any deficiencies, omissions or other non-compliance within the thirty (30) days may result in the suspension of the Participant VOW and/or AVP from its participation in the RLS. The Participant VOW and/or AVP may have additional time to cure any deficiencies identified in the Compliance Review based on an agreement with REBNY.

7.3 Compliance and Administration Fees. In consideration for the authorization to utilize RLS Listing Information in connection with the operation of a VOW and the increased administration and compliance costs incurred by REBNY, AVP or Participant, based on their own agreement, agrees to pay REBNY the compliance and administration fees and/or costs described in Schedule I. REBNY may revise the fees and/or costs imposed on a Participant or AVP upon thirty (30) days notice.

ARTICLE VIII

Warranties, Indemnification and Limitation of Liability

8.1 Mutual Representations and Warranties. Each party represents and warrants to the other(s) 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 REBNY that the grant of the License to AVP and the fulfillment of AVP's obligations as contemplated under this Agreement are proper and lawful.

8.2 Indemnification. Participant and AVP indemnify and hold harmless REBNY, its officers, directors, employees, members, member associations, 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 and/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 RLS Listing Information. REBNY shall have the right to control its own defense and engage legal counsel acceptable to REBNY.

8.3 Limitation of Liability. TO THE FULLEST EXTENT AVAILABLE UNDER APPLICABLE LAW, REBNY'S ENTIRE AND CUMULATIVE LIABILITY TO ANY 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 RLS LISTING INFORMATION, INCLUDING ANY TORT, SUCH AS NEGLIGENCE, SHALL NOT EXCEED AN AMOUNT EQUAL TO THE COMPLIANCE AND ADMINISTRATION FEE PAID TO REBNY 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 REBNY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES OR LOST PROFITS, EVEN IF REBNY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.4 Injunction. REBNY and AVP agree that a breach or violation of Sections 3.2, 4.1, 5.1, 5.2, 7.1, 8.6, 8.7 and 8.10 of this Agreement will result in immediate and irreparable injury and harm to REBNY. In such event, REBNY shall have, in addition to any and all remedies of law and other consequences under this Agreement, the right to 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 REBNY may have, including, without limitation, the right to seek monetary damages.

8.5 License Suspension. REBNY may, at its option and without prior notice to AVP, immediately suspend the License, including access to or display of the RLS Listing Information, or any portion of the RLS Listing Information for a period of up to thirty (30) days upon the occurrence of any default by AVP, or the occurrence of any event which REBNY believes may constitute a default, under this Agreement, the Co-Brokerage Agreement and/or the VOW Agreements, including any violation of this Agreement, the Co-Brokerage Agreement and/or the VOW Agreements or failure by AVP or any relevant Participant to pay any fees or costs owing to REBNY under this Agreement. REBNY shall provide AVP and any Participant with written notice of suspension of the License within three (3) days following the first day of suspension. Nothing under this Section 8.5 shall be construed as requiring REBNY to suspend the License prior to exercising its right of termination under Section 6.4 hereof.

8.6 Confidential Information. AVP agrees and acknowledges that in addition to any copyright and other proprietary rights, the RLS Listing Information is confidential information of the RLS. The RLS Listing Information, any non-public information delivered by or under the direction of REBNY or Participant or used by AVP in connection with access to the RLS Listing Information, the terms and conditions of this Agreement and the Co-Brokerage Agreement and/or the VOW Agreements, as well as any information which any Exclusive Broker in the RLS is prohibited from providing to any Registrant orally or by any other delivery mechanism, including but not limited to the confidential information set forth in Section 2.3 of the VOW Agreement (collectively "Confidential Information"), shall be maintained by AVP as confidential and available exclusively for use by AVP as provided in this Agreement, and for no other purposes. AVP shall not disclose any Confidential Information to anyone, except as ordered by a court of competent jurisdiction or as otherwise required by law. AVP shall not disclose any Confidential Information pursuant to a court order or as required by law until AVP

has given REBNY ten (10) days prior written notice and an opportunity to oppose such disclosure.

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

8.8 Contract Administration; Technical Contact. Each party shall designate the name, address, telephone number, fax number, and e-mail address of a person who shall be the contract administrator under this Agreement (each a "Contract Administrator"), and the name, address, telephone number, fax number, and e-mail address of a person who shall be the technical contact under this Agreement (the "Technical Contact"). The initial Contract Administrator and Technical Contact for AVP shall be identified in the Signature Block to this Agreement for the AVP. The Contract Administrator and/or Technical Contact may be changed from time-to-time, but not prior to delivery of notice to the other party. Each party's Technical Contact will be the point of contact for all technical issues related to the Participant's VOW, and otherwise arising under this Agreement.

8.9 Disclaimer. AVP acknowledges and agrees that use of, access to, and the display of the RLS Listing Information by AVP does not constitute an endorsement, acceptance, or approval by REBNY of any display of the RLS Listing Information, or the means of displaying the RLS Listing Information. REBNY expressly disclaims any responsibility for the content of the RLS Listing Information and any other medium of display of the RLS Listing Information, including without limitation, intellectual property infringement, content, accuracy, defamation, and other unlawful content.

8.10 Operation in Accordance with Law. AVP agrees that it will at all times develop, maintain, and display, as applicable, the RLS Listing Information, and all of AVP's business and business operations in a professional manner and in accordance with all applicable federal, state, and local laws, ordinances, and regulations and the Co-Brokerage and VOW Agreements. Further, AVP will not include in the content of the RLS Listing Information any material which is illegal, immoral, unethical, or offensive.

ARTICLE IX Remedies

9.1 Remedies and Penalties for Violations. REBNY, Participant and AVP agree that a breach of this Agreement will result in immediate and irreparable injury and harm to REBNY. In such event, REBNY shall have the right to immediately terminate AVP's access to the RLS Listing 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 REBNY may have including, without limitation, the right to seek monetary damages, or to impose any penalty or fine set forth in Article VI, Section 2; Article XI, Section 1, 1A, 1C and Section 2 of the Co-Brokerage Agreement for any violation of

the terms of this Agreement, the Co Brokerage Agreement, or any other applicable rules or regulations of the RLS.

9.2 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.

ARTICLE X Miscellaneous

10.1 Amendments. AVP agrees and acknowledges that (i) other than this Section 10.1 REBNY may modify the terms of this Agreement at any time, in its sole discretion. REBNY agrees to deliver to AVP notice of any modification to this Agreement. In the event any material modification to this Agreement is unacceptable to REBNY, AVP or Participant, such party may terminate this Agreement in accordance with Article VI hereof.

10.2 Assignment. This Agreement and the rights and obligations hereunder shall not be assigned, delegated, or otherwise transferred (whether by operation of law, by contract, or otherwise) without the prior written consent of the other party hereto.

10.3 Binding Effect. Except as otherwise expressly provided herein, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

10.4 Counterparts. This Agreement may be executed in multiple counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

10.5 Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto in respect of the subject matter hereof and thereof, and supersedes all prior agreements or understandings, among the parties hereto in respect of the subject matter hereof and thereof.

10.6 Governing Law. This Agreement shall be enforced, governed, and construed in all respects in accordance with the laws of the State of New York applicable to contracts executed and performable solely in such state.

10.7 Headings. The article and section headings of this Agreement are for convenience of reference only and shall not be deemed to alter or affect the meaning or interpretation of any provision hereof.

10.8 Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled under the arbitration procedures of the American Arbitration Association (Commercial Division), and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

10.9 Notices. Any notice, demand, request, instruction, correspondence, or other document required or permitted to be given hereunder by any party to the other shall be in

writing and delivered (i) in person, (ii) by a nationally recognized overnight courier service requiring acknowledgment of receipt of delivery, or (iii) by United States certified mail, postage prepaid and return receipt requested, as follows: (a) to REBNY, at 570 Lexington Avenue, 2nd Floor, New York, NY, 10022, Attention: Ossie Shemtov, (b) to Participant, at the address listed on its signature page to this Agreement, and (c) to AVP, at the address listed on its signature page to this Agreement. Notice shall be deemed given, received, and effective on: (i) if given by personal delivery or courier service, the date of actual receipt by the receiving party, or if delivery is refused on the date delivery was first attempted; and (ii) if given by certified mail, the third business day after being so mailed if posted with the United States Postal Service. Any person entitled to notice may change any address to which notice is to be given to it by giving notice of such change of address as provided in this Section 10.9. The inability to deliver notice because of changed address of which no notice was given shall be deemed to be receipt of the notice as of the date such attempt was first made.

10.10 Severability. If any provision of this Agreement or the application of such provision to any person or circumstance shall be held (by a court of competent jurisdiction) to be invalid, illegal, or unenforceable under the applicable law of any jurisdiction, (i) the remainder of this Agreement or the application of such provision to other persons or circumstances or in other jurisdictions shall not be affected thereby, and (ii) such invalid, illegal, or unenforceable provision shall not affect the validity or enforceability of any other provision of this Agreement.

10.11 The Subscriber List. AVP agrees that it will provide REBNY with a complete list of all Participant subscribers (the "Subscriber List") for which it serves as an AVP each time a new Participant subscribes to its AVP services and/or products. In addition, the AVP shall advise REBNY in the Subscriber List as to whether each Participant utilizes a customized or non-customized version of the AVP's services and/or products. The AVP shall also provide to REBNY a new Subscriber List when a current Participant subscriber changes from a customized version to a non-customized version, or when a current Participant subscriber changes from a non-customized version to a customized version. Furthermore, the AVP shall also provide REBNY with a new Subscriber List when any current Participant subscriber terminates utilizing the AVP's products and/or services.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

REAL ESTATE BOARD OF NEW YORK, INC.

By: _____
Name:
Title:

[_____]

By: _____
Name:
Title:

AVP INFORMATION:

Name of Firm (if applicable): _____

Address: _____

(Number and Street) _____

(City) (State) (Postal Code) (Country)

Telephone number: _____ Facsimile number: _____

E-mail address: _____

Name of Contract Administrator: _____

Telephone Number of Contract Administrator: _____

Address of Contract Administrator: _____

E-mail address of Contract Administrator: _____

Fax Number of Contract Administrator: _____

Name of Technical Contact: _____

Telephone Number of Technical Contact: _____

Address of Technical Contact: _____

E-mail address of Technical Contact: _____

Fax Number of Technical Contact: _____

[_____]

By: _____
Name:
Title:

PARTICIPANT INFORMATION (ONLY FOR CUSTOMIZED VOW FOR BROKERAGE FIRM):

Name of Firm/Salesperson (if applicable): _____

Principal Broker's name: _____

Address: _____

(Number and Street) _____

(City) (State) (Postal Code) (Country)

Telephone number: _____ Facsimile number: _____

Participant VOW Website Address: _____

E-mail address: _____

Schedule 1

VOW AND/OR AVP FEES

Compliance and Administration Fee for new AVP/Self-hosting Participant:	\$250.00*
Actual costs of Compliance Review charged to REBNY:	\$2,500.00*

* May be subject to change. See Section 7.3.

Schedule II