PLEASE READ THIS RETS CONNECTOR LICENSE AGREEMENT (THE "AGREEMENT") CAREFULLY BEFORE YOU USE RETS CONNECTOR. BY CLICKING ON THE "YES" OR "I ACCEPT" BUTTON OR BY USING RETS CONNECTOR, YOU AGREE TO BE BOUND BY THE PROVISIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY THE PROVISIONS OF THIS AGREEMENT, YOU MAY NOT USE RETS CONNECTOR.

RETS CONNECTOR LICENSE AGREEMENT

Definitions

"Agreement" means this RETS Connector License Agreement. "Software" means the RETS Connector program. "You" means the person who is licensed to use the Software pursuant to this Agreement. "We," "us," "our," and "CoreLogic" means CoreLogic Solutions, LLC and its successors and assigns. "Entity" means the entity that provides certain services and access to, among other things, real estate listing data. "Üystem" means the real estate database management information system that contains real estate listing data and images. "Documentation" means all explanatory written materials concerning the Software.

License Grant

We grant you a limited, revocable, non-transferrable, non-exclusive license to use the Software and Documentation in accordance with the terms and conditions of this Agreement.

Term

The license granted herein shall commence on the earlier of (i) the date you click on the "Yes" or "I Accept" button (or other similar button); or (ii) the date you first download, install, access, or use the Software. The license will automatically terminate (a) if you fail to comply with any term or condition of this Agreement; (b) upon the termination of your access rights to the System; or (c) upon the termination of the underlying agreement between us and the Entity. This license may also be terminated at any time by us upon the giving of ten (10) days' prior notice to you. You agree on termination of the license to destroy all copies of the Software and Documentation in your possession.

Title

We remain the owner of all right, title, and interest in and to the Software and Documentation. No ownership rights are granted by this Agreement. All rights not expressly granted herein are reserved to us.

Use of Software

You may use the Software solely to communicate with or access data from the Entity via a RETS server in accordance with policies approved from time to time by the Entity and/or us.

Things You May Not Do

The Software and Documentation are protected by United States copyright laws and international treaties. You must treat the Software and Documentation like any other copyrighted material. You may not, directly or indirectly:

- copy the Documentation

- copy the Software except to make an archival or back-up copy

- modify or adapt the Software or merge it into another program

- reverse engineer, disassemble, decompile, or make any attempt to discover the source code of the Software

- share your user name or password with anyone

- place the Software onto a server so that it is accessible via a public network such as the Internet or via a private intranet network

- sublicense, rent, lease, lend, give, or otherwise transfer the Software or Documentation or any portion thereof to any other person or entity

- use the Software for any purpose other than to communicate with or access data from the Entity via a RETS server

- use the Software to cause denial of service to other users

- use the Software in a manner that is inconsistent with this Agreement

Access Rights

You acknowledge and agree that you must have access rights, at all times, to the System in order to retain the license to use the Software. You represent and warrant that you currently have access rights to the System as granted by the Entity. You understand that your right to use the Software shall immediately terminate if your access rights to the System are terminated for any reason.

Warranty Disclaimer

THE SOFTWARE AND DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SOFTWARE IS FREE FROM ERROR.

Limitation of Liability

UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND ARISING FROM OR IN ANY WAY CONNECTED WITH YOUR USE OF THE SOFTWARE. ANY CLAIM AGAINST US SHALL BE LIMITED TO REPLACEMENT OF THE SOFTWARE OR ONE DOLLAR ($1.00).

Use of RETS Data

Use of RETS data is limited to the specifications put forth by the Entity. Any use other than those specified by the Entity will automatically terminate this Agreement.

Information

We may collect logging and usage information from your use of the Software solely for support, troubleshooting, capacity planning, statistical analysis, auditing, and/or compliance purposes.

Compliance Audits

We reserve the right, during normal business hours, on reasonable notice, and at our expense, to audit you to ensure your compliance with the terms and conditions of this Agreement. We shall select an auditor in our sole discretion. If such auditor determines there has been a breach in your compliance with the terms of this Agreement, we may immediately terminate this Agreement and pursue any available legal remedies. Should you not cooperate with our audit request within five (5) days, we may immediately terminate this Agreement and pursue any available legal remedies.

Enhancements

We reserve the right to upgrade, enhance, change, or modify the Software at any time in our sole discretion; provided, however, that we shall have no obligation to make any such enhancements or to support the Software. Any enhancements made available to you by CoreLogic, if any, will be subject to the terms of this Agreement.

Indemnity

You agree to indemnify, defend, and hold harmless CoreLogic and its officers, directors, shareholders, agents and affiliates from and against any and all third-party claims of any kind, including attorney's fees and litigation costs, arising out of, resulting from, or in any way related to your breach of this Agreement or your use or misuse of the Software. We shall control the defense and settlement of any such claim and you shall cooperate with us in defending against any such claim.

General Provisions

1. We reserve the right to change the terms and conditions of this Agreement at any time. You are responsible for regularly reviewing these terms and conditions. Continued use of the Software after any such changes shall constitute your consent to such changes and your agreement to be bound by them.
2. You may not assign this Agreement or any rights or obligations under this Agreement to any other person or entity.
3. Notices to you shall be sent to the address entered by you in the registration information. Any notice or other communication required or permitted under this Agreement is sufficiently given if delivered in person or sent by one of the following methods: (i) registered U.S. mail, return receipt requested (postage prepaid); (ii) certified U.S. mail, return receipt requested (postage prepaid); or (iii) commercially recognized overnight service with tracking capabilities.
4. This Agreement shall be governed by the laws of the State of California. You submit to the jurisdiction of, and waive any venue objections against, the United States District Court for the Central District of California, Orange County Branch and the Superior and Municipal Courts of the State of California, Orange County in any litigation arising out of relating to this Agreement or its subject matter. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods.
5. In the event of litigation between you and us concerning the Software or Documentation, the prevailing party in the litigation will be entitled to recover reasonable attorney fees and expenses from the other party.
6. You agree that the Software will not be shipped, transferred, or exported into any country or used in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions, or regulations.
7. In the event that any provision of this Agreement is found invalid or unenforceable pursuant to judicial decree, the remainder of this Agreement shall remain valid and enforceable according to its terms.
8. This Agreement is the exclusive agreement between you and us concerning the Software and Documentation and supersedes any prior representation or agreement concerning the Software or Documentation.