

PLEASE READ THIS LICENSE AGREEMENT AND OUR PRIVACY POLICY (THE "AGREEMENT") CAREFULLY BEFORE YOU LOG ONTO AND/OR ACCESS DEVMLS.COM. THIS AGREEMENT EXPLAINS DEVMARKETING, INC'S (DEVMARKETING'S) OBLIGATIONS TO YOU, YOUR OBLIGATIONS TO DEVMARKETING, THE TERMS AND CONDITIONS FOR YOUR USE OF DEVMARKETING'S DEVMLS.COM SOFTWARE AND WILL CONSTITUTE A BINDING CONTRACT BETWEEN YOU AND DEVMARKETING, INC. BY CLICKING ON THE "YES" OR "I ACCEPT" BUTTON, OR BY LOGGING ONTO OR ACCESSING DEVMLS.COM, YOU AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT WISH TO BE BOUND BY ALL OF THE TERMS IN THIS AGREEMENT, YOU SHOULD CLICK ON THE "NO" BUTTON AND YOU MAY NOT LOG ONTO OR ACCESS DEVMLS.COM.

DEVMLS.COM LICENSE AGREEMENT AND PRIVACY POLICY

THIS AGREEMENT REPRESENTS THE ENTIRE AGREEMENT CONCERNING DEVMLS.COM BETWEEN YOU AND DEVMARKETING, INC., AND SUPERSEDES ANY PRIOR PROPOSAL, REPRESENTATION OR UNDERSTANDING. THIS AGREEMENT APPLIES TO DEVMLS.COM AND ANY AND ALL DEVMLS.COM UPGRADES, MODIFICATIONS OR IMPROVEMENTS FURNISHED TO YOU BY DEVMARKETING, INC.

1.0. PURPOSE. You are a licensed real estate professional. This Agreement grants you a license to use devMLS.com to access various stored data elements subject to the terms described herein ("devMLS.com").

2.0. RIGHT TO ACCESS DEVMLS.COM.

LOGON. DevMLS.com access is permitted via a valid logon user name and password, established when you register to use the service. Continued access is dependent upon you paying a monthly subscription fee.

3.0. LICENSE GRANT AND RESTRICTIONS.

3.1. License. Subject to the terms and conditions of this Agreement, devMarketing, Inc., grants to you, and you accept, a nonexclusive, non-transferable, revocable license to access devMLS.com and any documentation only as authorized in this Agreement for purposes of selling real estate. This license does not include any right to source code for devMLS.com.

3.2. Restrictions. Except as expressly set forth in this Agreement, you may not (a) copy, decompile, reverse engineer, or otherwise translate devMLS.com; (b) disable any license or control features of devMLS.com; (c) license, sublicense, rent, or sell devMLS.com (or any portion thereof), or (d) use devMLS.com in any way which would violate any federal, state, provincial local law, ordinance, judicial ruling or administrative rule or regulation. Under no circumstances shall you make available for access or otherwise transfer directly or indirectly to a third party, in whole or in part, devMLS.com or the associated documentation, without devMarketing's prior written consent.

3.3. Limitations on Use. You acknowledge and agree that you are either: 1) a licensed real estate professional (licensed real estate agent or broker); 2) a builder's representative; 3) an authorized business; or 4) a registered member of the general public. You agree to be bound by the terms of this Agreement as well as any changes, amendments, or successor agreements hereto.

3.4. Content. DevMarketing, Inc. has input and maintains the majority of listings appearing on devMLS.com. While every attempt has been made to provide accurate, timely information, no guarantee of accuracy or fitness of use is expressed or implied. Subscriber understands and agrees it is the Subscriber's responsibility to verify any and all content appearing on devMLS.com and agrees to indemnify and hold harmless devMarketing, Inc., its officers, directors and shareholders, and any Builders whose products appear in the devMLS.com database.

3.5 Operational Requirements. You are responsible, at your sole cost and expense, for complying with devMLS.com operational requirements, including any updates and upgrades. These requirements are set forth on the devMLS.com website. These requirements can be modified from time to time by devMarketing and the modifications will appear on the website.

3.6 Use to Export Third Party Data. DevMLS.com, its software and/or the devMLS system may give you the capability to export, copy, compile, print or report certain information. Neither this Agreement nor the presence of any features implicitly or explicitly grants you any rights to use such information in any way other than permitted by the owner of such information. DevMLS.com access alone does not grant you any right to recommercialize data, in whole or in part, by selling, licensing, renting, distributing or otherwise transferring rights in the system to any other party for any purpose whatsoever.

4.0. DevMarketing, Inc. PROPRIETARY RIGHTS. You acknowledge and agree that devMLS.com (and any upgrades, modifications or improvements) and associated documentation (and any revisions) are proprietary products of devMarketing, Inc. protected under U.S. copyright law. You further acknowledge and agree that all right, title and interest in and to devMLS.com and associated documentation (including upgrades, modifications or improvements) as well as associated intellectual property rights, are and shall remain with devMarketing, Inc. This Agreement does not convey to you an interest in or to devMLS.com, but only a limited right of use terminable in accord with the terms of this Agreement.

5.0. TERM; TERMINATION.

5.1. Term. The term of this license granted herein shall commence on the date of your first logging onto devMLS.com and/or otherwise accessing devMLS.com and shall extend until terminated by you or devMarketing, Inc.

5.2. Termination. You may terminate this Agreement at any time by giving devMarketing, Inc., notice of termination. Termination shall be effective upon devMarketing, Inc.'s receipt of notice of termination. If you have licensed devMLS.com on a month-to-month basis and you choose to terminate during a month where you have prepaid your license fees, no refund will be available. DevMarketing, Inc., may terminate this Agreement with prior notice for any reason, including but not limited to: 1) you fail to comply with the terms of this Agreement, including payment terms; (2) you lack access rights to devMLS.com described in Section 1 and subsection 3.3; (3) you are no longer a licensed real estate professional.

6.0. PAYMENTS. The license granted to you to use devMLS.com is in consideration and contingent upon your payment to devMarketing, Inc. of license or support fees. If you pay fees directly to devMarketing, Inc. your payment shall be made via credit card. DevMarketing, Inc. reserves the right to adjust the license or support fees by giving advance notice of any adjustment. You are responsible for any fees or charges incurred to access devMLS.com through an internet service provider or other third party service.

6.1. Taxes. You agree to pay all applicable shipping charges and sales, use or similar taxes imposed on devMLS.com or any modifications, upgrades or improvements to devMLS.com and any software provided by devMarketing, Inc. under this Agreement.

6.2. Late Fees; Collection Costs. You agree that interest charges of 1% per month shall apply to any fees not paid when due, or the maximum allowable under the law, whichever is less. You agree to pay all costs incurred in the collection of any unpaid fees dues under this Agreement, the enforcement of this Agreement or your breach of this Agreement, including attorneys fees.

7.0. LIMITED WARRANTY; REMEDY; DISCLAIMER.

7.1. Warranty and Remedy – devMLS.com. For your benefit alone, devMarketing, Inc. warrants for the term of this Agreement that devMLS.com will perform substantially in accordance with the end-user documentation that is available online at devMLS.com. The foregoing warranty does not cover damage or failure caused by improper use or neglect, your failure to comply with the minimum operational requirements for devMLS.com, any software, or your modification or use of devMLS.com and any software contrary to the terms of this Agreement or the documentation. DevMarketing, Inc. does not warrant the (i) speed of access to data via the internet or via communication lines over which devMarketing, Inc. has no direct or immediate control; (ii) devMLS.com if you do not maintain the minimum operational requirements; or (iii) any functionality that is available through links to third party sites. Your sole and exclusive remedy for breach of the foregoing warranty shall be either repair or replacement as devMarketing, Inc. may elect.

7.3. DISCLAIMER. EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH ABOVE, THE DEVMLS.COM SYSTEM AND DOCUMENTATION ARE LICENSED "AS IS" AND DEVMARKETING, INC. DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8.0. LIMITATION OF LIABILITY.

UNDER NO CIRCUMSTANCES SHALL DEVMARKETING, INC. BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING LOST REVENUES OR PROFITS, LOSS OF BUSINESS OR LOSS OF DATA (EVEN SHOULD CIRCUMSTANCES RENDER ANY OR ALL OF THE REMEDIES SET FORTH IN THIS AGREEMENT TO FAIL OF ITS/THEIR ESSENTIAL PURPOSE AND EVEN IF DEVMARKETING, INC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). ANY CLAIM AGAINST DEVMARKETING, INC SHALL BE LIMITED TO THE AMOUNT PAID BY YOU TO DEVMARKETING, INC. DURING THE SIX MONTHS PRECEDING THE DATE ON WHICH THE CLAIM AROSE FOR USE OF DEVMLS.COM, BUT NOT TO EXCEED THE MONTHLY ACCESS FEE YOU PAID FOR THIS SERVICE DURING THE PRECEDING SIX MONTHS.

9.0. INDEMNIFICATION.

YOU AGREE TO INDEMNIFY AND HOLD HARMLESS DEVMARKETING, INC., ITS DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, PARENT, SUBSIDIARIES, AFFILIATES AND ANY BUILDERS WHOSE PRODUCTS APPEAR ON/WITHIN THE DEVMLS.COM WEBSITE FROM AND AGAINST ALL LOSSES, EXPENSES, DAMAGE AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES RESULTING FROM ANY VIOLATION OF THIS AGREEMENT OR YOUR NEGLIGENCE, IMPROPER OR ILLEGAL USE OF THE DEVMLS.COM WEB SITE, SOFTWARE OR SYSTEM INFORMATION.

10.0. GOVERNING LAW; FORUM SELECTION; STATUTE OF LIMITATIONS; WAIVER OF JURY TRIAL. This Agreement shall be governed by and construed under the laws of the State of Nevada excluding any conflict of laws rules. You consent to the personal jurisdiction of the federal and state courts having jurisdiction for Clark County, Nevada with respect to all disputes and causes of action arising out of or related to this Agreement, your use of the devMLS.com web site, software, system information or other claims/causes of action by you against devMarketing, Inc. Any cause of action you may have with respect to this Agreement or by virtue of your use of the devMLS.com web site, software, System Information must be commenced within one year after the claim or cause of action arises or such claim or cause of action is barred. DEVMARKETING, INC. AND YOU WAIVE ANY RIGHTS THEY MAY HAVE TO TRIAL BY JURY WITH REGARD TO ANY CLAIM OR DISPUTE ARISING UNDER OR RELATING TO THIS AGREEMENT, DEVMLS.COM, ANY SOFTWARE, SYSTEM INFORMATION OR SERVICE PROVIDED BY MARKETLIX.

11.0. SEVERABILITY. If any provision of this Agreement⁶ is held to be unenforceable or invalid by any court of competent jurisdiction, the invalid provision is declared to be severable and the validity and enforceability of the remaining provisions and the applications thereof shall not be affected thereby. Notwithstanding the above, such invalid provision shall be construed, the extent possible, in accordance with the original intent of this Agreement.

12.0. NO WAIVER. Failure by either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

13.0. EXPORT LAWS; COMPLIANCE WITH LAWS. This Agreement is subject to all governmental laws, orders or other restrictions on the use or shipment of the Software and related information and documentation that may be imposed by governmental authorities. You shall comply with any governmental laws, orders or other restrictions pertaining to the use or shipment of the Software, related information and documentation, including without limitation, any such laws, orders and other restrictions pertaining to the use of the Software to distribute unsolicited (or "spam" email and pertaining to the export and re-export of Software (including technical data and any related information and Documentation) which may be imposed from time to time by the governments of the United States and any country to which any Software is shipped.

14.0. U.S. GOVERNMENT RESTRICTED RIGHTS. Any Software and related Documentation are provided with RESTRICTED RIGHTS. Use, duplication or disclosure by the Government is subject to restrictions as set forth in subparagraph 9©(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs c(1) and (2) of the Commercial Computer Software – Restricted Rights 48 C.F.R. 52.227-19, as applicable.

15.0. TRADEMARK. DevMLS is a trademark of devMarketing, Inc. No right, license or interest to such trademark is granted hereunder and you agree that no such right, license or interest shall be asserted by you to such trademark.

16.0. THIRD PARTIES. This Agreement is not intended, and shall not be construed to be, for the benefit of any third party.

17.0 ASSIGNMENT. You may not transfer, sell or assign any rights or obligations in or to devMLS.com, any Software or this Agreement to anyone else and any attempt to do so shall be void.

18.0. MODIFICATION OF THIS AGREEMENT. DevMarketing, Inc. reserves the right to change the terms, conditions and notices under which the devMLS.com web site and software are offered. You are responsible for regularly reviewing these terms and conditions. Continued use of the devMLS.com web site and Software after any such changes shall constitute your consent to such changes and your agreement to be bound by them.

19.0. RESERVED RIGHTS. All rights not expressly granted herein are reserved to devMarketing, Inc.

PRIVACY POLICY

It is very important to devMarketing that you are able to retain your privacy while you take advantage of all that the Internet has to offer. For this reason, devMarketing, Inc. will operate by the following principles. By using devMLS.com, you are accepting the practices described in this Privacy Policy.

1. NOTICE OF INFORMATION (INCLUDING PERSONAL INFORMATION) COLLECTED. When you register, you will be asked to provide certain profile information, depending upon the devMarketing, Inc. service that you plan to use. Some of this profile information is Personal Information and some is not. "Personal Information" is defined as information that either personally identifies you or allows others to contact you. We will collect certain Personal Information, including your name, company name, office address, mailing address, office phone number, cellular phone number, e-mail address, and MLS membership number. If you plan to make purchases online, additional Personal Information will be collected such as billing and shipping addresses and credit card account information necessary to purchase goods and services on-line.

2. INFORMATION SHARING AND CONSENT. DevMarketing, Inc. uses information that you provide to improve the operations of its site, to statistically analyze site usage, to improve content and product offerings and to customize the site's content and layout.

Our site may contain links to other sites not affiliated with devMarketing, Inc. These sites have their own policies and practices regarding online privacy and devMarketing, Inc. cannot be responsible for the privacy practices or the content of these web sites. It is important for you to read the privacy statement and terms of use for each site you visit to ensure you are comfortable with how they might use your Personal Information.

3. ACCESS TO YOUR INFORMATION.

3.0. Member's Profile. You can always add to or update the information provided to us by visiting the Profile screen.

3.1. General Public Profile. In consideration of accessing the devMLS.com system, Members of the General Public understand and agree that their profile and saved searches may be accessed by devMarketing, Inc. and the Broker or Agent whose web site they first registered with. In the event a Member of the General Public registers directly with devMLS.com, devMarketing, Inc. may assign a Broker or Agent to follow up with General Public Member. General Public Member further consents to receive phone, mail and e-mail communications from devMarketing, Inc., devMLS.com and/or the Broker or Agent whose web site they registered through, or to whom they are assigned, and agrees NOT to report any such communications as SPAM or a violation of any "Do Not Call Registry" for one year from the date in which the system was last used by Member. In the event a Member of the General Public lodges a complaint against devMarketing, Inc., devMLS.com or the Broker or Agent whose web site they registered through, General Public Member agrees to pay a fine of \$500 per incident to offset expenses to maintain electronic deliverability.

3.2. Broker and Agent Profiles. In consideration of accessing the devMLS.com system, Broker and Agent Members understand and agree that their profile and saved searches may be accessed by devMLS.com. They further consent to receive phone, mail and e-mail communications from this Broker or Agent and agree NOT to report any such communications as SPAM or a violation of any "Do Not Call Registry" for one year from the date in which the system was last used by Member.

4. SECURE DATA STORAGE AND TRANSFERS. DevMarketing, Inc. has built security features (e.g. access controls, encryption, etc.) that provide protection for information transmitted to and from this web site. You accept and understand that it is not possible to ensure unconditional security and confidentiality from unauthorized third parties when transmitting information across the Internet which is a public network. You accept the possible risk of disclosure of information during transmission between devMarketing, Inc. and you, or while residing in your personal computer and/or network and hereby waive any rights that you might have against devMarketing, Inc. arising from disclosure. You also agree to hold devMarketing, Inc., harmless against any claims for damage suffered as a result of such disclosure.

5. USE OF COOKIES. A cookie is a very small text file that a web site saves onto your computer's hard disk to store information that you provide about yourself or to store your preferences. DevMarketing, Inc. may use cookies to tailor your experience at the site, show you content of interest to you, display the content according to your preferences and maintain information about your activity on the site. This information may be shared on an aggregate basis. Sites linked to or embedded within devMLS.com may use their own cookies. This privacy policy does not address how these companies use their cookies. It is important for you to read the privacy statement and terms of use for each site you visit to ensure you are comfortable with how they might use your Personal Information.

6. UPHOLDING OUR LEGAL RESPONSIBILITIES. DevMarketing, Inc. will disclose Personal Information if required to do so by law or in the good-faith belief that such action is necessary to (a) conform to the edicts of the law or comply with legal process served on devMarketing, Inc. or the site; (b) protect and defend the rights or property of devMarketing, Inc., or affiliated Websites; and (c) act under exigent circumstances to protect the personal safety of users of devMLS.com and/or the public.

7. APPLICABILITY OF OUR LICENSING AGREEMENT. Any dispute over privacy is subject to this Notice and our Licensing Agreement, including limitations on damages and applicability of the laws of the state of Nevada. Use of information that we gather now is subject to the Privacy Policy in effect at the time we use the information. We suggest that you check our Website frequently to see recent changes.

8. COMMUNICATION WITH MEMBERS. In consideration of using the devMLS.com system, users hereby consent to receive mail, telephone (including text messages) and electronic communications from devMLS.com and other members utilizing our system.

8.1. General Public Members. In consideration of accessing the devMLS.com system, Members of the General Public consent to receive phone (including text messages), mail and e-mail communications from devMLS.com and/or the Broker or Agent whose web site they registered through. General Public member hereby agrees NOT to report any such communications as SPAM or a violation of any "Do Not Call Registry" for one year from the date in which Member last used the system. In the event a Member of the General Public lodges a complaint against devMarketing, Inc., devMLS.com or the Broker or Agent whose web site they registered through, General Public Member agrees to pay a fine of \$500 per incident to offset devMarketing's expenses to maintain electronic deliverability. In the event legal action is required to enforce this term, General Public Member hereby agrees to pay devMarketing's legal fees, in addition to any judgment won in a court of law.

8.2. Broker and Agent Members. In consideration of accessing the devMLS.com system, Broker and Agent Members consent to receive phone (including text messages), mail and e-mail communications from devMarketing, Inc., Builders and any Authorized Businesses, and agree NOT to report any such communications as SPAM or a violation of any "Do Not Call Registry" for one year from the date in which the devMLS.com system was last used by Member. In the event a Broker or Agent Member lodges a complaint against devMarketing, Inc., devMLS.com, a Builder or Authorized Business, Member agrees to pay a fine of \$500 per incident to offset devMarketing's expenses to maintain electronic deliverability. In the event legal action is required to enforce this term, General Public Member hereby agrees to pay devMarketing's legal fees, in addition to any judgment won in a court of law.

DevMLS.com Access Agreement

This devMLS.com Access Agreement (the "Agreement") is made and entered into by and between devMarketing, Inc. (devMarketing, devMLS, devMLS.com), and individual Participants and Subscribers (referred to generally in this Agreement, "Member").

WHEREAS, devMarketing, Inc. operates a new construction, real estate multiple listing service ("devMLS") in the area of Clark County, Nye County and portions of Lincoln County, Nevada: and

WHEREAS, Member wishes to access and utilize the devMLS System (the "System") and the Listing Content contained within the System; and

Whereas, THE PARTIES ACKNOWLEDGE AND AGREE THAT THEY EACH HAVE AN INTEREST IN PROTECTING THE SECURITY OF THE System and Listing Content.

IT IS HEREBY AGREED:

1. GRANT OF RIGHTS IN MULTIPLE LISTING SERVICE. Subject to the terms and conditions of this Agreement devMarketing, Inc. agrees to make the devMLS Database available for access by Member, and Member shall have all rights and obligations of a Participant or Subscriber (as applicable to Member) in devMLS's employees or agents associated with his/her office to access the devMLS Database on Member's behalf and pursuant to the terms of this Agreement; provided that, Member (a) accepts full responsibility, and shall be liable to devMLS for use of the devMLS Database by such employee or agent; and (b) Member promptly terminates access to the devMLS by such employee and agent upon such employee or agent ceasing to be authorized as set forth in this provision. Member agrees to take all reasonable steps to protect the MLS database from unauthorized access, copying or use.

2. INTELLECTUAL PROPERTY OWNERSHIP.

A. Member acknowledges and agrees that the devMLS Database, and all copies, modifications, enhancements, and derivative works of the devMLS Database, are the property of devMLS, and all right, title and interest in and to the devMLS Database, together with all copies, modifications, enhancements and derivative works, including all copyright and other intellectual property rights are and shall remain with devMLS. Member hereby irrevocably assigns to devMLS any and all rights which it may have or acquire in and to the devMLS Database.

NOTE: Section 2.b. applies to PARTICIPANTS:

B. Participants.

(i) Participant hereby grants to devMLS a non-exclusive, irrevocable, worldwide, royalty free license to use, sub license through multiple tiers, copy, publish, display and reproduce the Listing Content, to prepare derivative works thereof. Such license shall be deemed granted as of the moment of creation without the necessity of any further action on the part of either party. Participant represents and warrants to MLS with respect to the Listing Content for each of Participant's Listings that the Listing Content, and the license of rights in and to the Listing Content to MLS, do not infringe or violate any copyrights, trade secrets, or other intellectual or proprietary rights of any third party.

(ii) Participant agrees not to challenge MLS's rights in and to the devMLS Database or to take any action inconsistent with the license granted to the Listing Content under this Agreement. Participant agrees to take all action and execute and deliver to MLS all documents requested by MLS in connection with the license granted to MLS in and to the Listing Content. Participant further agrees to take all action and execute and deliver to MLS all documents requested by MLS in connection with the copyright application and registration of the MLS Database.

(iii) Participant shall indemnify devMLS against all damages, costs, and liabilities, including reasonable attorney fees, arising from any claim that the Listing Content or any portion of the Listing Content Infringes the rights of any third party. PARTICIPANT THAT THE FOREGOING SENTENCE MEANS THAT PARTICIPANT MUST OBTAIN

ASSIGNMENTS OR LICENSES FROM THE AUTHORS OF ANY PORTIONS OF THE LISTING CONTENT, INCLUDING AFFILIATES, SELLERS AND THIRD-PARTY CONTRIBUTORS, AS NECESSARY FOR PARTICIPANT TO LICENSE THE LISTING CONTENT TO MLS AND TO OTHERWISE MAKE FULL USE OF THE LISTING CONTENT UNDER THIS AGREEMENT. IF PARTICIPANT FAILS TO DO SO, PARTICIPANT WILL ASSUME AND REIMBURSE devMLS FOR THE COST OF DEFENDING devMLS AGAINST INFRINGEMENT CLAIMS AND PAYING DAMAGES ON ANY SUCH CLAIMS.

(iv) Without limiting the generality of the Section 4, but subject to the rights of participants in the devMLS's multiple listing service to opt out of inclusion with respect to Listings submitted by such participant, Participant acknowledges and agrees that devMLS may use and license, or otherwise grant rights in or to the MLS Database or any or all of the Listings included in the devMLS Database, including any and all Listing Content, to any third party for any lawful purpose reasonably deemed appropriate by devMLS, unless otherwise limited by a separate agreement between devMLS and the applicable Builder or by the Rules and Regulations.

(v) Participant hereby grants to devMLS all rights necessary for devMLS to protect and enforce all intellectual property rights associated with the Listing Content, including all copyrights. In accordance with the grant of such rights, Participant hereby irrevocably authorizes, empowers and vests in devMLS the right, and appoints devMLS as Participant's attorney in fact, to do the following:

(a) Add watermarks or other means of identification to any and all Listings, regardless of whether such means of identification is visible, and take any and all other action deemed appropriate by devMLS to identify the source of any misuse, infringement, or misappropriation of any Listing Content.

(b) Send demand letters, exercise rights under any applicable license agreements, and take any and all other action deemed appropriate by devMLS to prevent the misuse, infringement, or misappropriation of any Listing Content.

(c) Enforce and compromise any and all intellectual property rights in the Listing Content, including all copyrights, whether such rights are held in the name of Participant or others, and take all action deemed necessary and appropriate by devMLS in connection with the enforcement of all such rights, including, without limitation, the filing and prosecution of litigation or binding arbitration with respect to any potential claim of infringement, misappropriation, or other similar claim, the naming of any parties deemed appropriate by devMLS and the collection of any damages.

(d) Execute all documents, whether in the name of Participant and/or devMLS, deemed appropriate by devMLS to effect any of the foregoing.

Notwithstanding the foregoing, nothing in the Section 4.b.v. requires devMLS to take any action against any person, firm, partnership or other entity that Participant claims may be infringing any Listing Content.

NOTE: Section 2.c applies to SUBSCRIBERS:

c. Subscribers.

(i) Subscriber acknowledges and agrees that the Listing Content, and all copies, modifications, enhancements, and derivative works of the Listing Content, are proprietary, confidential, original works of authorship of devMLS, or have been assigned or licensed to devMLS, and are protected under United States copyright, trademark, and trade secret laws of general applicability. Subscriber acknowledges and agrees that all right, title, and interest in and to the Listing Content, together with all copies, modifications, enhancements, and derivative works, including all copyright and other intellectual property rights are and shall remain with devMLS or its licensors. Subscriber hereby irrevocably assigns to devMLS any and all rights which it may have or acquire in and to the Listing Content. Nothing in this Agreement or the Rules and Regulations shall be deemed to convey to Subscriber an interest in or to the devMLS Database or Listing Content, but only a limited right of access and use, revocable in accordance with the terms of the Agreement.

(ii) Subscriber agrees not to challenge devMLS's rights in and to the Listing Content or the devMLS Database or to take any action inconsistent with the provisions of this Section 4 of the Agreement. Subscriber agrees to take all action and execute and deliver to devMLS all documents requested by devMLS in connection with the copyright application and registration of the Listing Content and the MLS Database.

(iii) Without limiting the generality of this Section 4.c., Subscriber acknowledges and agrees that devMLS may license, or otherwise grant rights in or to the devMLS Database or any or all of the Listings included in the devMLS

Database, including any and all Listing Content, to any third party for any lawful purpose reasonably deemed appropriate by devMLS, unless otherwise limited by a separate agreement between devMLS and the applicable broker/brokerage firm or by the Rules and Regulations.

3. Fees. In consideration for subscriber rights in devMLS's multiple listing service and for the services provided and licenses granted under this Agreement, Member agrees to pay to devMLS the fee ("Fees") in the amount, and in accordance with the terms, established by devMLS for Member's level of access (Participant or Subscriber, as applicable) to devMLS's multiple listing service, which amount and terms may be changed by devMLS at any time effective upon written notice to Member.

4. No Assignment. Member agrees that this Agreement is personal to Member, and Member may not assign or transfer this Agreement, including any license granted under this Agreement, or transfer any rights or delegate any duties under this Agreement, to any third party. Any attempt to assign, transfer, or delegate any of Member's rights, duties, or obligations under this Agreement shall be void.

5. Interruptions in Service. Member acknowledges that access to the devMLS Database may from time-to-time be unavailable to Member, whether because of technical failures or interruptions, intentional downtime for service or changes to devMLS's website, or otherwise. Member agrees that any modification of devMLS's website, and any interruption or unavailability of access to the devMLS Database shall not constitute a default of any obligations of devMLS under the Agreement, and devMLS shall have no liability of any nature to Member for any such modifications, interruptions, unavailability, or failure of access.

6. Copies and Derivative Works. Except as otherwise expressly provided in this Agreement, a separate license agreement, Member may not do any of the following, either directly or indirectly, including assist any other person to do, or otherwise contribute in any way to any of the following:

a. make any copies of the devMLS Database, or any portion of the devMLS Database, including any specific Listing Content included in the devMLS Database;

b. Create any derivative works, enhancements, or other modifications of the devMLS Database, or any portion of the devMLS Database, including any Listing Content included in the devMLS Database;

c. Download, distribute, export, or transmit the devMLS Database, or any portion of the devMLS Database including any Listing Content included in the devMLS Database, to any computer or other electronic device, or otherwise transmit electronically, or otherwise, the devMLS Database, or any portion of the devMLS Database, including any Listing Content included in the devMLS Database; or

d. Publicly display the devMLS Database, or any portion of the devMLS Database, including any Listing Content included in the devMLS Database.

7. Representations and Warranties Regarding Listings. Participant represents and warrants with respect to each Participant's Listing, or changes to such Listing submitted by devMLS to Participant, the following:

a. Participant or Participant's Agent and the respective Builder have assigned in writing all of Builder's and Participant's rights, title and interest, including all copyright rights and other intellectual property rights, in and to the Listing Content to devMarketing, Inc.

b. To the best of Participant's knowledge and after reasonable due diligence to verify the accuracy of all information in the devMLS.com Listing, all information included in the Builder's Listing is accurate and not misleading.

d. The Listing Content for each Builder's Listing is an original work of authorship. Except for devMarketing, Inc., no other person or entity, including any Builder, Agent, Participant or Subscriber, has any rights of any nature in or to any of the Listing Content for any Builder's Listing.

e. There is no claim, litigation or proceeding pending or threatened with respect to the Listing Content for any Builder's Listing.

f. The Listing Content and the assignment of rights in and to Listing Content to devMLS does not infringe or violate any patents, copyrights, mask work rights, trademarks, trade secrets or other proprietary rights of any third party.

8. Confidential Information. Any information provided by devMLS to any Member, including without limitation, any password to the devMLS Database, any printouts of the devMLS Database as provided under this Agreement, and all Listing Content, including personal information of a Participant or Subscriber (collectively "Confidential Information") shall be maintained by Member as confidential and available exclusively for use by the Member as provided in this Agreement. Member shall not disclose any Confidential Information to anyone, except as ordered by a court of competent jurisdiction or as otherwise required by law. Member shall not disclose any Confidential Information pursuant to a court order or as required by law until Member has given devMLS ten (10) days prior written notice and an opportunity to oppose such disclosure. Notwithstanding the foregoing, Member may disclose Listing Content for Individual Listings strictly in accordance with the Agreement and the Rules and Regulations.

9. Compliance with Governing Rules and Agreements. By entering into this Agreement, Member represents and warrants to devMLS that he or she has read and understands, and shall be bound by and at all times fully comply with and perform all of Member's obligations under the Agreement, the Rules and Regulations, as may be amended from time to time by devMLS.

10. No Warranty. THE SERVICES PROVIDED AND LICENSE GRANTED TO MEMBER UNDER THIS AGREEMENT ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT ANY WARRANTY OF ANY NATURE. devMLS EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SPECIFICALLY, BUT WITHOUT LIMITATION, MLS DISCLAIMS ANY WARRANTY WITH RESPECT TO ANY LISTINGS, ANY LISTING CONTENT, AND THEIR ACCURACY.

11. Limitation of Liability. devMLS'S ENTIRE AND CUMULATIVE LIABILITY TO MEMBER, OR ANY OTHER PARTY, FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS, OR ACTIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE MLS DATABASE OR LISTING CONTENT SHALL NOT EXCEED AN AMOUNT EQUAL TO THE FEES PAID BY MEMBER TO devMLS DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE ON WHICH THE CLAIM ARISES. WITHOUT WAIVER OF THE FOREGOING LIMITATION, IN NO EVENT SHALL devMLS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES OR LOST PROFITS, EVEN IF MLS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. Injunction. devMLS and Member agree that a breach or violation of Sections 6, 8, and 13.d of this Agreement will result in immediate and irreparable injury and harm to devMLS. In such event, devMLS 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 devMLS may have, including, without limitation, the right to seek monetary damages.

13. Term and Termination.

a. The term of this Agreement shall commence when executed via electronic or other means. This Agreement shall continue in full force and effect until such time as Member is no longer eligible to receive the devMLS services provided under this Agreement, or until such time as membership or access has been terminated in accordance with this Agreement or any separate license agreement.

b. devMLS may terminate this Agreement upon the occurrence of any of the following events: (1) Participant requests in writing to devMLS that this Agreement be terminated; (2) Member fails to pay any Fees when due; (3) Member discloses any Confidential Information, including, without limitation, any password of Member, except as expressly provided in this Agreement; (4) Member defaults under any material term or condition of any License Agreement; or (5) Member defaults under any other material term or condition of this Agreement. Except as otherwise provided in this Agreement, termination pursuant to this Section 13.c of the Agreement shall be effective any time after devMLS has given ten (10) business days notice to Member of any such event, and such event has not been cured within such ten (10) day period. Notwithstanding the foregoing sentence, if, in the reasonable discretion of devMLS, the occurrence of any such event could result in irreparable harm to devMLS, termination shall be effective immediately, without prior written notice to Member, provided that notice shall be delivered to Member within ten (10) business days following such termination.

c. In addition to all other rights and remedies available to devMLS under this Agreement, if Member fails to pay any Fees when due, or otherwise defaults under this Agreement, devMLS may, in its sole discretion, temporarily suspend the license granted to Member to access the devMLS Database until all outstanding Fees have been paid in full or the default has been cured.

d. Upon termination of the Agreement, Member agrees to immediately destroy any printouts of the devMLS Database or Listing Content, and any copies of the devMLS Database and Listing Content in Member's possession or under Member's control. Upon termination of the Agreement, all licenses granted and all services provided to Member under this Agreement shall terminate. No pre-paid Fees will be refunded to Member for any termination of this Agreement.

14. Indemnification. Member agrees to Indemnify and hold harmless devMLS, and its officers, directors, employees, shareholders from and against any and all claims, demands, liabilities, and actions, including the payment of all legal expenses, including reasonable attorney's fees and costs, arising out of or connected with this Agreement, submission to devMLS of any Listing or Listing Content and the inclusion of any Listing or Listing Content by Member in the devMLS Database, including, without limitation, any claim that the access to, display of, and/or use of any Listing Content infringes on or constitutes a misappropriation of any patent, copyright, or trade secret, or any other intellectual property right of any person or entity anywhere in the world, including any claims by Sellers. devMLS shall have the right to control its own defense and engage legal counsel acceptable to devMLS.

15. Proprietary and Other Notices. Member agrees that it will not alter or remove any trademarks or copyright notices or other notices and disclaimers located or used on, or in connection with, the devMLS Database (including photographs) or any printouts of the devMLS Database allowed under this Agreement.

16. General

a. Notices. All notices, demands, or consents required or permitted under this Agreement shall be in writing and shall be delivered personally or sent by registered mail, certified mail, return receipt requested, by a reputable overnight courier service, or by e-mail, if the sender receives and maintains a copy of a certified mail receipt and a copy is mailed within (1) business day after notice is delivered by e-mail, to the appropriate party at preferred address on file with the devMLS.

b. Governing Law Submission to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada. Member acknowledges that by using the services provided under this Agreement, Member has transacted business in the State of Nevada. By transacting business in the State of Nevada by agreement, Member voluntarily submits and consents to, and waives any defense to the jurisdiction of courts located in Clark County, State of Nevada, as to all matters relating to or arising from this Agreement.

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

d. 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; except that if any provision of Sections 6, 11, or 12 of this Agreement, or any other limitation of liability or exclusion of warranty set forth in this Agreement, is determined to be invalid or unenforceable, then this Agreement shall immediately terminate without notice.

e. 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 contained in the Agreement 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. The subsequent acceptance of any payment due under this Agreement by any party shall not be deemed to be a waiver of any preceding breach of the party making payment with respect to any term, covenant or condition contained in this Agreement.

f. Entire Agreement; Modifications Only in Writing. This Agreement, together with the Rules and Regulations and any applicable License Agreement, (i) constitutes the entire agreement between devMLS and Member concerning the devMLS Database, Listing Content, and all other subject matter of this Agreement, (ii) supersedes any contemporaneous or prior proposal, representation, agreement, or understanding between the parties, and (iii) may not be amended except in writing signed by MLS and Member.

g. Survival. The provisions of Sections 2,3,5,8,10,11,12,13.d, and 14 of this Agreement shall survive the termination of the Agreement.

17. Definitions. The following terms shall have the following meanings in this Agreement:

- a. Broker Means the principal real estate broker/owner in charge, and who has engaged as a Subscriber.
- b. Builder Listings means Listings of properties the Builder has for sale.
- c. License Agreement means a license agreement entered into between devMLS and a Subscriber or Participant or devMLS and a third party.
- e. Listing means a real estate listing of a Builder in devMLS's multiple listing service.
- f. Listing Content means all content, including without limitation, all photographs, images, graphics, video recordings, virtual tours, drawings, renderings, written descriptions, remarks, narratives, directions, and pricing information entered by devMLS or submitted by Builder to devMLS with respect to all Listings of Builder's properties.
- h. devMLS Database means the compilation of Listings known as the devMLS Database, as modified from time-to-time by devMLS and/or Builders.
- i. Member means a participant or subscriber using the devMLS.com system.
- j. Participant means a Builder or Builder's Representative who is benefiting from the devMLS database to market their product to real estate agents and the general public.
- k. User means a participant or subscriber using the devMLS.com system.
- l. Subscriber means a Broker or Agent who has registered to use the devMLS.com database.

Dated effective upon execution by Member.

devMLS

By _____

Joseph Zyskowski, President

DevMarketing, Inc.

SUBSCRIBER OR PARTICIPANT

Name _____

Company name _____

Its. _____