

## **INSTRUCTIONS FOR VOW AGREEMENT**

The following document is an agreement that specifies the terms and conditions pursuant to which Sandicor, Inc. (“Sandicor”) will grant you access to a portion of Sandicor’s confidential regional multiple listing service data (the “VOW Data”). There are three types of people or entities that may gain access to the Data pursuant to this agreement: (1) Broker Participants of Sandicor (“Brokers”); (2) Agent licensees affiliated with a Broker/Corporate license (“Agents”); and (3) Affiliated Virtual Office Website Partners (“AVPs”) who assist Brokers and/or Agents in setting up and maintaining one or more Virtual Office Websites (“VOW”) that incorporates or otherwise displays any portion of the VOW Data. A separate signature page is provided for each of the foregoing people or entities. **Please read and follow the appropriate instructions below:**

### **IF YOU ARE A BROKER SIGNING THE AGREEMENT FOR THE FIRST TIME:**

1. Print the agreement and locate the pages titled “BROKER/AGENT SIGNATURE PAGE,” “AFFILIATED AGENTS PAGE,” and “DATA ACCESS SETUP PAGE”;
2. Discard the page titled “AVP SIGNATURE PAGE” and, if you are using an AVP, the “DATA ACCESS SETUP PAGE”;
3. Read the agreement and, if you agree to the terms and conditions, fill in the requested information on the “BROKER/AGENT SIGNATURE PAGE” and, if applicable, the “AFFILIATED AGENTS PAGE” and “DATA ACCESS SETUP PAGE” and sign each page where indicated;
4. **If you are not using an AVP, on the “DATA ACCESS SETUP” Page, you will need to provide your RETS queries and your RETS agent (software) name and version to SANDICOR prior to approval. If you change any of your RETS queries, you will need to re-submit the queries to SANDICOR prior to their use. For best RETS practices, please contact SANDICOR.**
5. Return only the single pages that you have filled out or signed to SANDICOR. DO NOT return the entire agreement to SANDICOR.

### **IF YOU ARE A BROKER WHO HAS PREVIOUSLY SIGNED THIS AGREEMENT BUT NOW WISHES TO ALLOW ONE OR MORE OF YOUR AGENTS TO UTILIZE AN AVP THAT ALREADY HAS A RELATIONSHIP WITH SANDICOR:**

1. Print the agreement and locate the page titled “AFFILIATED AGENTS PAGE”;
2. Discard the pages titled “BROKER/AGENT SIGNATURE PAGE,” “and “AVP SIGNATURE PAGE”;
3. If you wish to allow any Agents affiliated with your Broker/Corporate license to utilize the services of the AVP, fill in all of the information requested on the “AFFILIATED AGENTS PAGE” and sign the page where indicated;
4. Return only the single “AFFILIATED AGENTS PAGE” to SANDICOR. DO NOT return the entire agreement to SANDICOR.

### **IF YOU ARE AN AGENT:**

1. Print the agreement and locate the page titled “BROKER/AGENT SIGNATURE PAGE” and “AFFILIATED AGENTS PAGE”
2. If your broker has previously signed the “BROKER/AGENT SIGNATURE PAGE,” discard the pages titled “BROKER/AGENT SIGNATURE PAGE” and the “AVP SIGNATURE PAGE”;
  - a. Read the agreement and, if you agree to the terms and conditions, fill in the requested information and sign the “AFFILIATED AGENTS PAGE”;
  - b. Return **only** the single “AFFILIATED AGENTS PAGE” to SANDICOR. **DO NOT** return the entire agreement to SANDICOR.
3. If your broker has not previously signed the “BROKER/AGENT SIGNATURE PAGE,” discard the pages titled “AFFILIATED AGENTS PAGE” and the “AVP SIGNATURE PAGE”;
  - a. Read the agreement, and if you and your broker agree to the terms and conditions, both of you are to fill in the requested information and sign the BROKER/AGENT SIGNATURE PAGE”;
  - b. Return **only** the single “BROKER/AGENT SIGNATURE PAGE” to SANDICOR. **DO NOT** return the entire agreement to SANDICOR.
4. Please note that in order for you, an Agent, to be granted access, the Broker with whom you are affiliated, must have listed you on either the “BROKER/AGENT SIGNATURE PAGE” or the “AFFILIATED AGENTS PAGE” as provided to SANDICOR.
5. **If you are not using an AVP, on the “DATA ACCESS SETUP” Page, you will need to provide your RETS queries and your RETS agent (software) name and version to SANDICOR prior to approval. If you change any of your RETS queries, you will need to re-submit the queries to SANDICOR prior to their use. For best RETS practices, please contact SANDICOR.**

### **IF YOU ARE AN AVP:**

1. You need only sign the AVP SIGNATURE PAGE and submit it to SANDICOR **once** no matter how many Brokers or Agents you assist in connection with the VOW Data;
2. You will need to submit a DATA ACCESS SETUP PAGE for each URL on which VOW Data will be made available;
3. Print the agreement and locate the pages titled “AVP SIGNATURE PAGE” and “DATA ACCESS SETUP PAGE.”;
4. If you have not previously submitted an AVP SIGNATURE PAGE to SANDICOR, read the agreement, the Rules and the additional conditions set forth on the “AVP SIGNATURE

PAGE” and “DATA ACCESS SETUP PAGE.” If you agree to the terms and conditions, fill in the information requested and sign and date the “AVP SIGNATURE PAGE.”

5. If you are creating new websites that will make VOW Data available, complete the “DATA ACCESS SETUP PAGE”;
6. Return only the “AVP SIGNATURE PAGE,” the “DATA ACCESS SETUP PAGE” to SANDICOR. **DO NOT** return the entire agreement to SANDICOR
7. **On the “DATA ACCESS SETUP” Page, you will need to provide your RETS queries and your RETS agent (software) name and version to SANDICOR prior to approval. If you change any of your RETS queries, you will need to re-submit the queries to SANDICOR prior to their use. For best RETS practices, please contact SANDICOR.**
8. **SANDICOR will notify you of the information contained in the “AVP RETS INFORMATION” box located at the bottom of the “AVP SIGNATURE PAGE – RETS IDX” by returning a copy of that page to you.**

## SANDICOR DATA ACCESS AGREEMENT – VIRTUAL OFFICE WEBSITE

This Access Agreement is entered into as of the Effective Date set forth on the signature page of this Agreement by and between the Broker Participant of SANDICOR Multiple Listing Service (“Broker”), or the Agent Subscriber of SANDICOR Multiple Listing Service (“Agent”), or the Affiliated Virtual Office Website Partner (“AVP”) who is assisting a Broker or an Agent with setting up and/or maintaining a Virtual Office Website (“VOW”) specified on the signature page of this Access Agreement and SANDICOR, Inc., a California corporation (“SANDICOR”). Broker, Agent or AVP shall hereinafter be referred to as the “Receiving Party.”

### WITNESSETH:

**WHEREAS**, SANDICOR operates a regional multiple listing service (“MLS”) in connection with the sale of real estate in several jurisdictions in California; and

**WHEREAS**, Broker or Agent wishes to obtain, and SANDICOR wishes to provide, for Broker’s or Agent’s web site, certain VOW Data; and

**WHEREAS**, the parties wish to set forth the terms on which Broker, Agent or AVP may access the SANDICOR RETS Server containing listing data from SANDICOR’s database and make such data available on the Internet.

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **Definitions.** As used herein, the following terms have the meanings set forth below:

(a) “Agent” means the agent signing this Access Agreement that is also a Subscriber to the SANDICOR MLS as defined by the SANDICOR Rules and Regulations.

(b) “VOW” means a Participant’s Internet website, or a feature of a Participant’s Internet website, through which the Participant is capable of providing real estate brokerage services to consumers with whom the Participant has first established a broker-consumer relationship where the consumer has the opportunity to search VOW Data, subject to the Participant’s oversight, supervision and accountability.

(c) “VOW Data” means, and is restricted to, a subset (selected by SANDICOR) of the listing data in SANDICOR’s database in which various Broker Participants have given SANDICOR permission to disseminate to other participating Broker Participants for the purpose of Internet display on web sites of those Broker Participants who wish to operate a VOW.

(d) “Broker” means the broker signing this Access Agreement that is also a Participant of the SANDICOR MLS as defined by the SANDICOR Rules and Regulations.

(e) “Claims” means any and all damages, losses, liabilities, costs and expenses, including reasonable attorneys’ fees, arising out of, in connection with or relating to, use and/or

publication of the VOW Data, including, but not limited to, claims relating to infringement of proprietary rights of third parties.

(f) “AVP” means companies or individuals who are not employees of Broker or Agent that perform VOW Data downloading, manipulation, and formatting on behalf of one or more Brokers or Agents.

(g) “Rules” means SANDICOR’s Multiple Listing Service Rules and Regulations, as revised from time to time, and SANDICOR’s Business Rules.

(h) “Registrant” means a consumer with whom the Broker has first established a lawful consumer-broker relationship, including completion of all actions required by state law in connection with providing real estate brokerage services to clients and customers.

(i) “Audit Trail” means, at a minimum, (a) the date each Registrant obtains access to the VOW Data through the VOW; (b) the date each Registrant agrees to the terms of service for the VOW; (c) each Registrant’s username; (d) for each time a Registrant signs into the VOW the date, time and Registrant’s IP address; (e) the date of each password change for each Registrant; and (f) evidence of valid e-mail address confirmation for each Registrant.

2. Non-Exclusive License. SANDICOR hereby grants to Receiving Party a nonexclusive license to access, download and make available on the Internet to Registrants, in whole or in part, the VOW Data during the Term. Receiving Party agrees that it shall obtain VOW Data only from SANDICOR’S RETS server unless specifically given written permission to obtain data from other SANDICOR servers, programs or sources. Receiving Party hereby acknowledges and agrees that SANDICOR is not supplying any software, programming assistance or tangible property of any kind in connection with such license and, if needed, Receiving Party must obtain such items at Receiving Party’s sole cost and expense. To the extent that the VOW Data includes intellectual property owned by Broker or Agent, Broker or Agent grants to SANDICOR a nonexclusive license to make such intellectual property available to AVP pursuant to the terms and conditions of this Agreement.

(a) Compliance with Rules. To the extent the VOW Data contains data that Participants are prohibited from providing to customers pursuant to the Rules, nothing in this Agreement shall alter such restrictions and Receiving Party agrees to abide by such restrictions in the operation of the VOW.

(b) Data Where Seller Has “Opted Out” of Internet Display or Certain Features. A seller may elect not to have information about the seller’s property listed on the Internet. A seller also may elect not to have any automated estimate of the market value of the listing or third party reviews or comments about a listing (or hyperlinks to the same) displayed in conjunction with the listing. To the extent the VOW Data contains such data from a seller that has so elected, Receiving Party agrees that it shall not allow access to such data through the VOW.

(c) Security Protection. Receiving Party shall utilize industry standard security measures to protect and limit access to the VOW Data and to monitor for and prevent “scraping” or other unauthorized access to the VOW Data. At a minimum, such security measures shall include a firewall and limiting access to Registrants to whom Receiving Party has issued a unique user name and password.

(d) Audit Trail. Receiving Party shall maintain an Audit Trail of Registrants' activity on the VOW for at least one year and shall make the Audit Trail available to SANDICOR upon request.

(e) Password Change. Receiving Party shall require Registrants to change the password that allows Registrant to access the VOW Data every 90 days.

(f) Download and Update Frequency. Receiving Party shall obtain VOW Data no more frequently than once every 30 minutes. Receiving Party shall update the VOW with the most recent VOW Data at least once every 72 hours.

(g) Audit Rights. Receiving Party shall notify SANDICOR of each URL for which it is responsible (with the exception of dynamically allocated URLs based on a template) that makes VOW Data available and give SANDICOR unrestricted access to all such VOWs at all times by issuing to SANDICOR the user name and password noted on the signature pages of this Agreement. Such user name and password shall not expire and shall be identical for all of Receiving Party's URLs. SANDICOR shall use such access only to review the VOWs to ensure compliance with this Agreement and the Rules.

(h) Changes to MLS's Server. SANDICOR shall not be obligated to make any changes to its RETS server, including any software running on its RETS server, the configuration, applicable protocols, or any other aspect of its RETS server for any reason. Receiving Party acknowledges that the RETS server, together with access to the VOW Data, may from time-to-time be unavailable to Receiving Party, whether because of technical failures or interruptions, intentional downtime for service or changes to the RETS server, or otherwise. Receiving Party agrees that any modification of SANDICOR's RETS server, any interruption or unavailability of access to the RETS server, or access to or use of the VOW Data shall not constitute a default under this Access Agreement. SANDICOR shall have no liability of any nature to Receiving Party for, and Receiving Party waives all claims arising out of or relating to, any such modifications, interruptions, unavailability or failure of access.

3. Fees. Receiving Party shall pay fees in accordance with the Schedule of VOW Fees published on SANDICOR's web site found at [www.sandicor.com](http://www.sandicor.com). SANDICOR may make reasonable adjustments to the VOW Fees at any time by giving all Receiving Parties at least 30 days advance notice of any such adjustment.

4. Ownership. Nothing herein shall constitute a transfer of title to the VOW Data. Without limiting the generality of the foregoing, Receiving Party hereby acknowledges and agrees that it shall have no right to retain or use any VOW Data except as provided herein and in conjunction with the Rules. Receiving Party also acknowledges and agrees that SANDICOR may enhance, augment, reformat, watermark or otherwise manipulate (collectively "Manipulations") the VOW Data. Receiving Party agrees to reproduce all such Manipulations each and every time Receiving Party makes the VOW Data available through the VOW.

5. Term and Termination. Unless terminated by the terms of this Agreement, the term of this Agreement shall commence on the Effective Date and continue for one year. At the conclusion of the then current Term, this Agreement shall automatically renew for an additional one year term unless either party gives the other written notice of non-renewal at least thirty (30) calendar days before the conclusion of the then current term.

(a) SANDICOR may suspend or terminate Receiving Party's access to the VOW Data pursuant to the procedures set forth in the Rules.

(b) In the event SANDICOR gives notice of an adjustment to one or more Fees, or a change or replacement of this Access Agreement, Receiving Party may terminate this Agreement within 30 days after the date of the notice by giving written notice of termination to SANDICOR.

(c) If this Agreement is between SANDICOR and a Broker or Agent, this Agreement shall be deemed terminated immediately and automatically, without further notice or other action and SANDICOR may immediately terminate access to the VOW Data if the Broker or Agent's MLS service becomes inactive for any reason. If an AVP assists such Broker or Agent with the VOW, the AVP shall render the Broker or Agent's VOW inoperable within 24 hours of Broker or Agent's MLS service becoming inactive.

(d) If this Agreement is between SANDICOR and an AVP, this Agreement shall be deemed terminated immediately and automatically, without further notice or other action and SANDICOR may immediately terminate AVP's access to the VOW Data under any of the following circumstances:

(i) the AVP downloads VOW Data in an unauthorized manner and such downloading hinders the ability of other Receiving Parties to download VOW Data; or

(ii) the AVP fails to make timely Fee payments; or

(iii) the AVP no longer provides services to any Broker or Agent who is authorized by SANDICOR to obtain VOW Data.

(e) Receiving Party may terminate this Agreement by giving SANDICOR a written notice of termination 30 days in advance of the termination date.

6. Warranties and Covenants. Receiving Party hereby warrants and covenants as follows.

(a) Receiving Party shall comply, in all respects, and at no cost to SANDICOR, with any and all conditions, requirements or restrictions established by SANDICOR with respect to use or publication of the VOW Data.

(b) Receiving Party hereby acknowledges that it has received a copy of the Rules. Receiving Party shall comply, in all respects and at no cost to SANDICOR, with the Rules, including, but not limited to, rules or regulations concerning seller opt out, confidential information, lockbox reference, vacancy of property, showing instructions, other forms of advertising, Broker to Broker communication and rules regarding the display of VOW Data on the Internet and in printed media.

(c) Receiving Party shall not, and shall not allow, any third party to download any VOW Data unless and until said Receiving Party receives written permission from SANDICOR.

(i) RECEIVING PARTY ACKNOWLEDGES AND EXPRESSLY AGREES THAT SANDICOR'S ACTUAL DAMAGES FROM IN THE EVENT OF A VIOLATION OF SECTION 5(C) WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO ASCERTAIN AND THAT THE APPROPRIATE AMOUNT OF DAMAGES IS \$1,000. NOTWITHSTANDING THE FOREGOING, SANDICOR AND RECEIVING PARTY EXPRESSLY AGREE THAT THE DAMAGES TO BE PAID BY RECEIVING PARTY FOR A VIOLATION OF SECTION 5(C) SHALL BE AS FOLLOWS: \$100 FOR THE FIRST VIOLATION, \$500 FOR A SECOND VIOLATION WITHIN FIVE YEARS OF THE FIRST VIOLATION AND \$1,000 FOR A THIRD VIOLATION WITHIN FIVE YEARS OF THE SECOND VIOLATION. THE PARTIES FURTHER AGREE THAT A FOURTH VIOLATION WITHIN FIVE YEARS OF A THIRD VIOLATION SHALL RESULT IN THIS AGREEMENT BEING DEEMED TERMINATED IMMEDIATELY AND AUTOMATICALLY, WITHOUT FURTHER NOTICE OR OTHER ACTION AND SANDICOR MAY IMMEDIATELY TERMINATE RECEIVING PARTY'S ACCESS TO THE VOW DATA.

(d) SANDICOR MAKES NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING VOW DATA OR ANY MATERIALS LICENSED OR OTHERWISE PROVIDED TO RECEIVING PARTY UNDER THIS AGREEMENT. SANDICOR SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT.

7. Limitations on Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT SHALL (a) SANDICOR'S AGGREGATE LIABILITY IN CONNECTION WITH, ARISING OUT OF, OR RELATED TO THIS AGREEMENT EXCEED THE AMOUNTS ACTUALLY RECEIVED BY SANDICOR FROM RECEIVING PARTY PURSUANT TO THIS AGREEMENT FOR THE TWELVE (12) MONTH PERIOD IMMEDIATELY PROCEEDING THE EVENT OR CIRCUMSTANCE GIVING RISE TO SUCH LIABILITY; OR (b) SANDICOR BE LIABLE UNDER ANY PROVISION OF THIS AGREEMENT OR UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR SIMILAR DAMAGES, OR FOR LOST PROFITS.

8. Assignment. Receiving Party may not assign this Access Agreement without the prior written consent of SANDICOR, which may be withheld in its sole and absolute discretion.

9. Notice. All notices and other communications hereunder shall be in writing and shall be (a) personally delivered, (b) transmitted by first class mail, postage prepaid, (c) sent by Federal Express or similar expedited delivery service or (d) transmitted by telecopy, in each case addressed to the party to whom notice is being given at its address as set forth under its signature below, or at such other address as may hereafter be designated in writing by that party. All such notices or other communications shall be deemed to have been given on (i) the date received if delivered personally, (ii) three (3) business days after the date of posting if delivered by mail, (iii) the date of receipt, if delivered by Federal Express or similar expedited delivery service or (iv) the date of transmission if delivered by telecopy.



10. Confidentiality.

(a) General Confidentiality. Unless Receiving Party proves conclusively to the contrary by a preponderance of the evidence that certain material is not encompassed by this Access Agreement, all material accessed by, or disclosed by SANDICOR to Receiving Party shall be presumed to be (i) confidential, (ii) trade secrets of SANDICOR; and (iii) proprietary information of SANDICOR (collectively without distinction, "Proprietary Information"), and it will be so regarded by Receiving Party and Receiving Party's AVP, if any.

(b) Duty of Confidentiality. Except as expressly allowed pursuant to this Access Agreement, Receiving Party agrees to maintain and preserve the confidentiality of the Proprietary Information and not to disclose such information to third parties without the prior written consent of SANDICOR; provided, however, that Receiving Party shall have no such obligation with respect to use or disclosure to others not parties to this Access Agreement of such Proprietary Information as can be established to have been received by Receiving Party at any time from a source (other than SANDICOR) lawfully having the right to disclose such information. Notwithstanding the above, nothing herein shall prevent Receiving Party from disclosing all or part of the Proprietary Information that it is legally compelled to disclose (by oral deposition, interrogatories, request for information or documents, subpoena civil investigative demand, or any other process), provided, however, that before any such disclosure, Receiving Party shall notify SANDICOR in writing of any such order or request to disclose and cooperate with SANDICOR (at SANDICOR's cost) with respect to any procedure sought to be pursued by SANDICOR in protecting against such disclosure.

11. Release and Indemnification. Receiving Party hereby releases and discharges SANDICOR from any and all Claims. Receiving Party agrees to indemnify and, at the request of SANDICOR, defend SANDICOR from and against all Claims, provided Receiving Party is notified promptly in writing of a Claim and has sole control over its defense or settlement, and SANDICOR provides reasonable assistance (at Receiving Party's expense and reasonable request) in the defense of the same. Notwithstanding the foregoing, SANDICOR shall have the right to approve any settlement of any Claim to the extent that such settlement imposes any restrictions, duties or obligation on SANDICOR, such approval to not be unreasonably withheld or delayed.

12. Survival. Notwithstanding any other provision herein, the obligations of the parties, and each of them, contained in Paragraphs 6,7, 10 and 11 shall survive any termination of this Access Agreement.

13. Miscellaneous.

(a) Controlling Law. This Licensing Agreement shall be governed by, and construed under, the laws of the State of California without regard to the principles of conflicts of law.

(b) Binding Upon Successors and Assigns. Subject to Paragraph 8 of this Access Agreement, each and all of the covenants, terms, provisions and agreements contained in this Access Agreement shall be binding upon, and inure to the benefit of, the permitted successors, executors, heirs, representatives, administrators and assigns of the parties hereto.

(c) Severability. If any provision of this Access Agreement, or the application thereof, shall for any reason and to any extent be invalid or unenforceable, the remainder of this

Access Agreement and application of such provision to other persons or circumstances shall be interpreted so as best to reasonably effect the intent of the parties hereto.

(d) Joint and Several Liability. To the extent an AVP is providing services relating to the VOW Data to a Broker or an Agent, the Broker or Agent shall be jointly and severally liable for all obligations of the AVP under this Access Agreement and the AVP shall be jointly and severally liable for all obligations of the Broker or Agent. To the extent a Broker allows an Agent to operate a VOW, each shall be jointly and severally liable for the obligations of the other under this Access Agreement.

(e) Amendment and Changes. No amendment, modification, supplement or other purported alteration of this Access Agreement shall be binding upon the parties unless it is in writing and signed on behalf of the parties by their own authorized representatives. Notwithstanding the foregoing, SANDICOR may amend or replace this Access Agreement by sending written notice to Receiving Party of the same at least 30 days in advance of the effective date of the changed or new Access Agreement.

(f) Counterparts. This Access Agreement may be executed in any number of counterparts, each of which shall be an original as against any party whose signature appears thereon and all of which together shall constitute one and the same instrument.

(g) No Waiver. The failure of any party to enforce any of the provisions of this Access Agreement shall not be construed to be a waiver of the right of such party thereafter to enforce such provisions.

(h) Attorneys' Fees. In the event a lawsuit or other legal proceeding shall be commenced in respect of this Access Agreement, the prevailing party shall be entitled to be awarded, as an element of the costs of such lawsuit or proceeding and not as damages, reasonable attorneys' fees to be fixed by the court or arbitrator (including, without limitation, costs, expenses and fees).

(i) No Joint Venture. Nothing contained in this Access Agreement shall be deemed or construed as creating a joint venture or partnership between the parties. Except as expressly set forth, no party by virtue of this Access Agreement is authorized as an agent, employee or legal representative of any other party, and the relationship of the parties is, and at all times will continue to be, that of independent contractors.

(j) Further Assurances. Each party agrees to cooperate fully with the other party and to execute such further instruments, documents and agreements, and to give such further written assurances as may be reasonably requested by the other party, to better evidence and reflect the transactions described in and contemplated by this Access Agreement, and to carry into effect the intents and purposes of this Access Agreement.

(k) Entire Agreement. This Access Agreement and the documents referred to in this Access Agreement, along with their exhibits, constitute the entire understanding and agreement of the parties with respect to their subject matter and supersede all prior and contemporaneous agreements or understandings.

Entered into on behalf of SANDICOR, Inc.:

Address:       Attn: Ray Ewing, CEO  
                  5414 Oberlin Dr., Suite 150  
                  San Diego CA 92121  
                  Fax: (858) 622-6222

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

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

Title: \_\_\_\_\_

**BROKER/AGENT SIGNATURE PAGE – VIRTUAL OFFICE WEBSITE**

IN WITNESS WHEREOF, the parties hereto have executed this Access Agreement as of \_\_\_\_\_, 20\_\_ (the "Effective Date").

**Entered into on behalf of Receiving Party (Broker to complete this section):**

Office Name: \_\_\_\_\_ Office MLS ID: \_\_\_\_\_

Broker's Name: \_\_\_\_\_ Broker MLS ID: \_\_\_\_\_

Broker's e-mail address: \_\_\_\_\_

Office Street Address: \_\_\_\_\_

Business Entity Type (Corp, Partnership, Sole Prop., Etc.): \_\_\_\_\_

Office Phone: \_\_\_\_\_ Office Fax: \_\_\_\_\_

Virtual Office Web Site Address (URL): http:// \_\_\_\_\_

To allow Access to SANDICOR: Username: \_\_\_\_\_ Password: \_\_\_\_\_

By (Signature): \_\_\_\_\_

Print Name & Title: \_\_\_\_\_

If this agreement is for an agent's web site, the Designated Broker/Officer understands and accepts all liability if he/she chooses to allow licensees affiliated with his/her broker/corporate license to host or operate a VOW. Designated Broker will monitor said websites to insure compliance with Sandicor Rules and Regulations, including VOW rules, all terms and conditions of the Access Agreement and all State Laws and Regulations regarding the advertising of Real Property.

**If this agreement is for an Agent VOW, then the Agent must complete this section**

Agent Name: \_\_\_\_\_ Agent MLS ID: \_\_\_\_\_

Agent's e-mail address: \_\_\_\_\_

Agent's Virtual Office Web Site Address (URL): http:// \_\_\_\_\_

To allow Access to SANDICOR: Username: \_\_\_\_\_ Password: \_\_\_\_\_

By (Signature) & Date: \_\_\_\_\_

**If Receiving Party will be using an AVP, then Receiving Party must complete this section**

Name of AVP: \_\_\_\_\_

AVP Contact: \_\_\_\_\_

AVP Phone: \_\_\_\_\_

AVP Email: \_\_\_\_\_

If the AVP does not have this agreement on file with SANDICOR, the AVP must complete the  
**AVP SIGNATURE PAGE.**

This box is for Sandicor, Inc. use only. The contents of this box is Confidential Information under this Agreement. AGENT RETS VOW User ID: _____ AGENT RETS VOW Password: _____
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By (Signature) & Date: \_\_\_\_\_

By signing below, AVP agrees to be bound by all terms and conditions of the Access Agreement, the Rules, the Data Access Setup Page and the restrictions on access to the RETS servers, for the express benefit of SANDICOR. AVP further agrees not to provide service pursuant to this Access Agreement to any party unless and until AVP receives express written permission to do so from SANDICOR. Any violation of the foregoing provision or any other provision of the Access Agreement may result in immediate revocation of all rights held by AVP pursuant to this Agreement including the right to access the VOW Data.

By (Signature): \_\_\_\_\_

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

Title: \_\_\_\_\_

This box is for SANDICOR use only. The contents of this box is Confidential Information under this Agreement.  
AVP RETS INFORMATION

RETS VOW URL: \_\_\_\_\_

RETS VOW User ID: \_\_\_\_\_

RETS VOW Password: \_\_\_\_\_

RETS AGENT & VERSION: \_\_\_\_\_

Contact Person: \_\_\_\_\_

**DATA ACCESS SETUP PAGE**

Receiving Party is requesting access to VOW Data from SANDICOR by one of the following methods:

(Please circle one)

FILTERED RETS

UNFILTERED RETS

If Receiving Party is requesting access to Unfiltered RETS, Receiving Party agrees not to display on its VOW any information relating to properties of sellers who have elected not to have any information about their property displayed on the Internet.

RETS queries: \_\_\_\_\_

RETS Software Agent: \_\_\_\_\_

All URLs on which VOW Data will be available (include any third-level domain names but do not include dynamically allocated URLs based upon an identical template): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

If not previously provided for the VOW, please provide the following:

Username for SANDICOR ACCESS: \_\_\_\_\_

Password for SANDICOR ACCESS: \_\_\_\_\_

RECEIVING PARTY SIGNATURE: \_\_\_\_\_

RECEIVING PARTY NAME (TYPED OR PRINTED): \_\_\_\_\_

Date: \_\_\_\_\_