

## calREDD™ END-USER LICENSE AGREEMENT

CAREFULLY READ THESE TERMS AND CONDITIONS BEFORE USING THE CALREDD PRODUCTS OR SERVICES REFERENCED IN THIS AGREEMENT. THIS IS A LEGALLY BINDING AGREEMENT. YOUR CONTINUED ACCESS TO OR USE OF A CALREDD PRODUCT OR THE CALREDD SERVICE CONSTITUTES YOUR AGREEMENT TO BE BOUND BY THE MOST CURRENT VERSION OF THIS AGREEMENT, AS MAY BE AMENDED FROM TIME TO TIME, AND WHICH MAY BE FOUND AT [WWW.CALREDD.COM](http://WWW.CALREDD.COM) OR SUCH OTHER WEBSITE AS DESIGNATED BY CALREDD.

This End-User License Agreement (“Agreement”) is a legally binding agreement between you and California MLS, Inc., a California corporation operating under the trade name calREDD™ (“CALREDD”), regarding the collective product(s) and services(s) identified as CALREDD Multiple Listing Service, or such other name(s) as they may be known as from time to time, and other CALREDD and third party products/services (each, a “CALREDD Product” and collectively, the “CALREDD Service”) referenced in this Agreement. By accessing or using the CALREDD Service or any CALREDD Product, you agree to be bound by the terms of this Agreement. If you do not agree to the terms of this Agreement, you may not install or use the CALREDD Service or any CALREDD Product.

### SECTION 1. CALREDD SERVICE; GRANT OF LICENSE.

The CALREDD Service and its written documentation (including but not limited to any user guide built into the CALREDD Service) are owned by or licensed to CALREDD and protected by copyright laws, international copyright treaties and other intellectual property laws and treaties. The CALREDD Service is being licensed to you, not sold, and is intended to be used solely as a Multiple Listing Service software program.

The CALREDD Service is licensed to you as follows:

- A. Compliance with Rules; Availability of CALREDD Products. By purchasing, accessing or otherwise using the CALREDD Service, you agree to be bound by the following terms, and to comply with the CALREDD Rules and Regulations, as may be amended from time to time, which can be reviewed at [www.calredd.com/rules](http://www.calredd.com/rules). If you do not agree to the terms of this Agreement, you may not install or otherwise use the CALREDD Service or any CALREDD Product. Unless otherwise agreed by CALREDD in writing, CALREDD and its Authorized Providers (“Authorized Provider” is defined as an association of REALTORS® or MLS identified by CALREDD as an entity authorized to distribute the CALREDD Service) reserves the right to change the terms and conditions under which the CALREDD Service is offered, including but not limited to the charges and fees associated with the use of the CALREDD Service. Some CALREDD Products may not be available to you as part of your license to the CALREDD Service or may only be available upon payment of additional fees. Check with your Authorized Provider for pricing and CALREDD Products availability. CALREDD may and expressly reserves the right to modify, eliminate, reduce and/or expand the CALREDD Products made available to you as part of the CALREDD Service. You are responsible for regularly reviewing these terms and conditions and your continued use constitutes and evidences your agreement to these terms and conditions.
- B. Grant of License. Subject to the terms and conditions of this Agreement, CALREDD grants you a personal limited nontransferable nonexclusive revocable license to access and use the CALREDD Service online via [www.calredd.com](http://www.calredd.com) or on an Authorized Provider website designated by CALREDD. Unless otherwise licensed by CALREDD, the CALREDD Service is for your personal and non-commercial use, and you may not modify, copy, distribute, transmit, display, reproduce, publish, license, sublicense, sell, create derivative works from or transfer the CALREDD Service or any source code, object code or documentation in connection therewith. In addition to your compliance with the terms and conditions of this Agreement, your license to use the CALREDD Service is also subject to your becoming and remaining at all times a participant or subscriber in compliance with the CALREDD Rules and Regulations and subject to your Authorized Provider entering into and maintaining compliance with any agreement required by CALREDD for distribution of the CALREDD Service. Should the agreement between CALREDD and your Authorized Provider terminate, your access to and use of the CALREDD Service shall also terminate. Should your CALREDD Service terminate, your access to any documents, records, reports and other information maintained or stored using the CALREDD Service will terminate, and may be deleted and may not be recoverable by you.

- C. Export of Documents, Reports and Data. Some CALREDD Products may allow you to export certain documents and reports to Portable Format Data (“pdf”) format. The export of the reports will result in the creation of a .pdf file. CALREDD shall not be responsible for providing you with the applicable software to open, view or otherwise use the .pdf file. Reports exported from the CALREDD Service to .pdf format may not be altered, manipulated or changed in any way, including but not limited to, altering the report text, altering the data within the report, removing copyright dates and/or symbols, and removing company specific information which is embedded in the report. Any alteration of the reports in .pdf format constitutes a violation of this Agreement and may result in a violation of law and civil and/or criminal penalties. Some CALREDD Products may allow you to export certain reports and/or data to other third party programs. CALREDD shall not be responsible for providing you with the applicable software to open, view or otherwise use such third party programs.
- D. Single Sign On. The CALREDD Service may include a Single Sign On Service; if so and subject to the same terms and conditions of the CALREDD Service license, CALREDD hereby grants you a license to use the Single Sign On Service. If applicable, the license period for the Single Sign On Service is for the term of the CALREDD Service license. The Single Sign On Service requires that CALREDD maintain agreements with providers of each CALREDD Product to be accessed by the Single Sign On Service. Should CALREDD’s agreement with a CALREDD Product provider terminate, your access to and use of the provider’s CALREDD Product using the Single Sign On Service shall also terminate.
- E. Demonstration CALREDD Service. If you have requested and CALREDD has granted you a CALREDD Service or a CALREDD Product demonstration license, CALREDD hereby grants you a limited license to use the CALREDD Service or CALREDD Product for demonstration purposes only. Unless otherwise provided by CALREDD in writing, the term of the demonstration license shall be thirty (30) days, commencing on the date CALREDD creates your account. You may not use the CALREDD Service or CALREDD Product in connection with actual transactions or for any other purpose whatsoever unless otherwise expressly licensed in writing by CALREDD. Upon termination of the demonstration license you must immediately remove the CALREDD Service and CALREDD Product from any and all computers, and you may not use the CALREDD Service and CALREDD Product after termination.
- F. “Beta” Test License. If you are a “beta” test user of a the CALREDD Service or a CALREDD Product (sometimes referred to as “Soft-Launch”), CALREDD grants you a personal, non-transferable, non-sublicensable, non-exclusive, limited license to (a) access, use and test the CALREDD Service or CALREDD Product for “beta” test purposes only; and (b) use CALREDD’s user, operating, programming, training and installation manuals, guides and other printed/electronically stored or displayed materials specifically provided for your use by CALREDD that relate to the CALREDD Service or CALREDD Product. You acknowledge that CALREDD is conducting beta testing for the CALREDD Service or CALREDD Product and you agree to participate in such testing and to provide feedback as requested by CALREDD. Feedback consists of any of your suggestions, comments or other feedback whether it is required or provided by you voluntarily relating to the CALREDD Service or CALREDD Product (“Feedback”). If you provide CALREDD with any Feedback you agree that CALREDD may freely use, disclose, reproduce, license, distribute and commercially distribute the Feedback in any CALREDD Product or CALREDD Service, specifications, or other documentation; and none of the Feedback you provide is subject to or infringes upon any patent, copyright, or other intellectual property claim or right of any third party or requires any permissions, consents or approvals from any third party. This “beta” test license does not include and specifically excludes the right to copy, reproduce, distribute, modify, lease, license, sell, make derivative works from, or use the CALREDD Service or CALREDD Product or any other information or materials provided to you by or on behalf of CALREDD other than expressly set forth in this section.
- G. Google Maps. Use of Google Maps may be made available to you as part of the CALREDD Service. In addition to the terms of this Agreement, your use of Google Maps as part of the CALREDD Service is also subject to the Google Maps Terms, which may be found at: [http://maps.google.com/help/terms\\_maps.html](http://maps.google.com/help/terms_maps.html) and to the Google Legal Notices, which may be found at: [http://www.maps.google.com/help/legalnotices\\_maps.html](http://www.maps.google.com/help/legalnotices_maps.html).

## SECTION 2. GENERAL TERMS AND CONDITIONS

A. Account Setup; Privacy. Use of the CALREDD Service may require that you open an account. Your Authorized Provider may do this for you, or you may do this yourself, depending upon the CALREDD Product. The registration process will provide us with current, complete and accurate information as prompted by the applicable registration form(s). Your email address may be required, and you will need to choose a password and/or answer a series of security questions. Our use of your email address is an integral part of the CALREDD Service. You will need it to log into the CALREDD Service, and in some circumstances the CALREDD Service will auto-generate email messages to you. By using the CALREDD Service, you have also agreed to the CALREDD Privacy Policy at [www.calredd.com](http://www.calredd.com), please review it carefully before opening your account.

B. Password; Account Activities. You are entirely responsible for maintaining the confidentiality of your password, security question(s) and answer(s) and all other account credentials. Furthermore, you are entirely responsible for any and all activities that occur under your account. You agree to notify CALREDD immediately of any unauthorized access or use of your account or any other breach of security that potentially compromises the privacy of your account credentials, documents or information. CALREDD will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. You may be held liable for losses incurred by CALREDD or another party due to someone else using your account or password. You may not give your password or credentials to anyone else, and you may not use anyone else's account at any time.

C. CALREDD Service; Document Storage. You agree that CALREDD has no responsibility or liability whatsoever for the deletion, corruption or failure to store any transaction, template, report or other content maintained or transmitted by the CALREDD Service. CALREDD shall have no obligation to maintain any content or to forward any content to you or any third party. CALREDD shall have no obligation to provide you with any documents or information or access to your account once your CALREDD Service license terminates for any reason.

D. Monitoring. CALREDD has no obligation, but reserves the right, to monitor and review the content and materials posted by you or others in the CALREDD Service. CALREDD reserves the right at all times to disclose any information as CALREDD deems necessary to satisfy any applicable law, regulation, legal process or governmental request. CALREDD reserves the right to delete any material or content posted by you or others that CALREDD, in its sole discretion, deems to violate the CALREDD Rules and Regulations or any applicable law or regulation.

E. Prohibitions on Use. As a condition of your use of the CALREDD Service, you agree that you will not use the CALREDD Service for any purpose that is unlawful or prohibited by the CALREDD Rules and Regulations or this Agreement. You may not use the CALREDD Service in any manner that could damage, disable, overburden, or impair any CALREDD server(s), or the network(s) connected to any CALREDD server(s), or interfere with any other party's use of the CALREDD Service. You may not attempt to gain unauthorized access to the CALREDD Service, a CALREDD Product, other accounts, computer systems or networks connected to any CALREDD server(s), through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available and permitted for access through the CALREDD Service. By way of example, and not as a complete list, you agree that when using the CALREDD Service, you will not, knowingly or otherwise:

- 1) Upload files that contain viruses, Trojan horses, worms, time bombs, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another.
- 2) Harvest or otherwise collect information about others, including e-mail addresses.
- 3) Create a false identity for the purpose of misleading others.
- 4) Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information.
- 5) Violate any code of conduct or other guidelines which may be applicable, including the CALREDD Rules and Regulations.
- 6) Violate any applicable laws or regulations.
- 7) Use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity any directory of users of the CALREDD Service or other user or usage information or any portion thereof.
- 8) Use the CALREDD Service or the CALREDD server(s) in connection with surveys, contests, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise).

Any unauthorized reproduction, distribution or use of the CALREDD Service in whole or in part is expressly prohibited, and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible.

### **SECTION 3. OTHER RIGHTS AND LIMITATIONS.**

- A. Maintenance of Trademark or Copyright Notices. You may not remove or alter any trademark or copyright notices associated with a CALREDD Product or the CALREDD Service.
- B. Distribution and Reproduction. You may not distribute or reproduce copies of the CALREDD Service to third parties, including but not limited to transferring the CALREDD Service electronically from one computer to another through any communications means or over a computer network.
- C. Prohibition on Reverse Engineering, Decompilation, and Disassembly. You may not reverse engineer, decompile, or disassemble the CALREDD Service.
- D. Rental. You may not rent, lease, or lend the CALREDD Service.
- E. Transfer. You may not transfer any or all of your rights or obligations under this Agreement.
- F. Support Services. CALREDD may provide you with support services related to the CALREDD Service ("Support Services"). Use of such Support Services will be subject to any CALREDD policies and procedures and is subject to all terms and conditions of this Agreement. Support Services may be recorded and your use of the Support Services is your consent to recording of the Support Services session. With respect to technical information and/or feedback you provide to CALREDD as part of the Support Services, CALREDD may use such information for its business purposes, including for product support and development.
- G. Compliance with Applicable Laws. You must comply with all applicable laws regarding use of the CALREDD Service including but not limited to those relating to privacy, personal information, telephone calls, faxes, e-mails and security breaches.

**SECTION 4. TERM AND TERMINATION.** The CALREDD Service is being provided to you subject to your becoming and remaining an active participant or subscriber in compliance with the CALREDD Rules and Regulations. This Agreement and the license provided herein, shall automatically expire upon the termination of your participation in CALREDD under the CALREDD Rules and Regulations. Your access to the CALREDD Service and the license granted herein shall be suspended upon suspension of your participation in CALREDD under the CALREDD Rules and Regulations. In addition, and without prejudice to any other rights, CALREDD may terminate this Agreement immediately and without notice if you fail to comply with any of the terms and conditions of this Agreement. In such event, you must immediately cease all use of the CALREDD Service, destroy all copies of the CALREDD Service and uninstall any and all versions of the CALREDD Service from each and every computer in which the CALREDD Service is installed.

**SECTION 5. OWNERSHIP.** All right, title and interest in the CALREDD Service and all individual CALREDD Products, including but not limited to all copyrights, trademarks and trade secrets and any copies thereof, are owned by CALREDD, its Authorized Providers, and/or its suppliers and licensors ("Suppliers"). All right, title and interest in the individual data within the CALREDD Service are owned by their respective copyright owners and/or licensors. All right, title and interest in the collective data within the CALREDD Service are owned by CALREDD. The trademark "calREDD™" is owned by CALREDD. You may not remove or alter any copyright or trademark notices on any CALREDD Product. All rights not expressly granted are reserved by CALREDD, its Authorized Providers and Suppliers.

**SECTION 6. EXPORT RESTRICTIONS.** You agree that you will not export or re-export the CALREDD Service or any CALREDD Product to any country, person, entity or end user subject to U.S.A. export restrictions.

**SECTION 7. LIMITED WARRANTY; DISCLAIMER OF OTHER WARRANTIES; LIMITATION OF LIABILITY; REFUNDS FOR INDIVIDUAL FORMS SOFTWARE LICENSE PURCHASES.**

A. Disclaimer of Warranties. YOU ACKNOWLEDGE THAT SOME CALREDD PRODUCTS MAY BE EXPERIMENTAL IN NATURE, STILL IN THE DEVELOPMENT STAGE, AND MAY NOT HAVE BEEN FULLY TESTED PRIOR TO YOUR USE. CALREDD, ITS AUTHORIZED PROVIDERS AND SUPPLIERS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES FOR THE CALREDD PRODUCTS AND CALREDD SERVICE. EACH CALREDD PRODUCT AND ANY RELATED DOCUMENTATION IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, TITLE AND NONINFRINGEMENT. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE CALREDD PRODUCTS AND CALREDD SERVICE REMAINS WITH YOU. NEITHER CALREDD NOR ITS AUTHORIZED PROVIDERS OR SUPPLIERS MAKES ANY WARRANTY THAT ANY CALREDD PRODUCT OR THE CALREDD SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE. CALREDD, ITS AUTHORIZED PROVIDERS AND SUPPLIERS DISCLAIM ANY AND ALL RESPONSIBILITY FOR ANY INTERFERENCE OR SUSPENSION OF INTERNET SERVICE OR FOR ANY LOSS OR CORRUPTION OF DOCUMENTS, DATA, OR LOSS OF ANY OTHER MATERIALS YOU MAY STORE ON THE INTERNET. NEITHER CALREDD, NOR ITS AUTHORIZED PROVIDERS OR SUPPLIERS MAKES ANY REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, OR AVAILABILITY OF THE CALREDD PRODUCT OR CALREDD SERVICE FOR ANY PURPOSE. INFORMATION PROVIDED BY CALREDD AND ITS SUPPLIERS MAY BE COMPILED FROM PUBLIC RECORDS AND OTHER SOURCES, AND NEITHER CALREDD, NOR ITS AUTHORIZED PROVIDERS OR ITS DATA SUPPLIERS GUARANTEE THE ACCURACY OR COMPLETENESS OF THE MATERIALS. THE MANNER AND PURPOSE FOR THE USE OF THE INFORMATION CONTAINED IN THE CALREDD SERVICE AND THE VERIFICATION OF ITS ACCURACY IS YOUR SOLE RESPONSIBILITY.

B. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CALREDD, ITS AUTHORIZED PROVIDERS OR SUPPLIERS BE LIABLE FOR ANY PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE CALREDD SERVICE, A CALREDD PRODUCT, OR THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SUCH SERVICES, EVEN IF CALREDD, ITS AUTHORIZED PROVIDERS OR SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE CALREDD'S ENTIRE LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT WILL BE LIMITED TO THE LESSER OF THE AMOUNT ACTUALLY PAID BY YOU FOR THE CALREDD SERVICE OR FIVE U.S. DOLLARS (\$5.00). BECAUSE SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. YOU SPECIFICALLY AGREE THAT CALREDD, ITS AUTHORIZED PROVIDERS AND SUPPLIERS SHALL NOT BE RESPONSIBLE OR LIABLE IN ANY WAY WHATSOEVER FOR UNAUTHORIZED ACCESS TO, USE OR ALTERATION OF YOUR DATA, ANY MATERIAL, CONTENT, DATA SENT OR RECEIVED OR NOT SENT OR RECEIVED, OR ANY TRANSACTION CREATED, ACCESSED OR STORED IN CONNECTION WITH THE CALREDD SERVICE, WHETHER EXPRESS, IMPLIED OR STATUTORY.

C. NO CLAIMS, SUITS, OR ACTIONS SHALL BE BROUGHT AGAINST CALREDD UNDER THIS AGREEMENT MORE THAN ONE (1) YEAR AFTER THE DATE BY WHICH THE FAULT OR FAILURE WAS OR SHOULD REASONABLY HAVE BEEN DISCOVERED; FAILURE TO MAKE SUCH A CLAIM WITHIN THE ONE (1) YEAR PERIOD SHALL FOREVER BAR THE CLAIM.

## **SECTION 8. MISCELLANEOUS.**

A. Entire Agreement. Unless otherwise specified herein, this Agreement constitutes the entire agreement between you and CALREDD and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and CALREDD.

B. Jurisdiction and Venue. This Agreement is governed by and construed in accordance with the substantive and procedural laws of the State of California, U.S.A., excluding its conflict of law principles. Any action or proceeding brought in connection with this Agreement, whether in law or equity, will be filed exclusively in a court of competent jurisdiction located within the County of Los Angeles, State of California. You hereby waive any objection you may have in any such action based on lack of personal jurisdiction, improper venue or inconvenient forum.

C. Relationship. You agree that no joint venture, partnership, employment, or agency relationship exists between you and CALREDD as a result of this Agreement.

D. Indemnification. You agree to indemnify and hold CALREDD, its parents, subsidiaries, Authorized Providers, Suppliers, and its and their directors, officers and employees, harmless from any claim, action, demand, loss, cost, expense or damage, including reasonable attorneys' fees, asserted by any third party due to or arising out of your use of or conduct in connection with a CALREDD Product and CALREDD Service.

E. Severability. If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement shall continue in effect.

F. Survival. Sections 3 through 8, inclusive, shall survive the expiration or termination of this Agreement.

G. Questions. Should you have any questions concerning this Agreement, or if you desire to contact CALREDD for any reason, please contact CALREDD at:

CALREDD  
525 S. Virgil Avenue  
Los Angeles, CA 90020  
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