

INTERNET PORTAL AGREEMENT

Registered Accredited Principal Investor – Licensed Real Estate Agents of CRE Inventory

There will be no initial or recurring data storage fee due and owing from Listing Agent to USC associated with this Internet Portal Agreement (“IPA”). Listing Agent may store data on his commercial real estate asset indefinitely at www.uscreonline.com. Compensation to USC for the website portal services rendered are defined in Sections 2 & 3 herein. By its signature herein, Listing Agent acknowledges, agrees, and accepts that USC, other than as an Internet Data Portal, will not and shall never have any form of representation, consultation, and or service related relationship (“defined services”) with Listing Agent or any vested title holder of the Assets displayed on its Website and or such Assets vested interests and or professional representatives. Furthermore, USC does not and shall not provide any of the above defined services through this IPA or any other formal or otherwise agreement, with its Website Portal Users. Please read the terms and conditions of this Agreement carefully before executing. You are encouraged to seek legal and or tax advice if you do not fully understand this Agreement.

THIS IRREVOCABLE MASTER INTERNET PORTAL AGREEMENT {“MASTER IPA”} {aka “IPA”} is made this ____ day of _____, 20____, by and between _____, a duly licensed Listing Agent for _____, whose corporate office address is _____, _____, _____, _____, _____ and any or all of his/her employees, officers, directors, stock holders, members, partners, joint listing agents, and affiliates (hereinafter “_____”), and United States Commercial Real Estate Online, LLC, a Nevada limited liability company and any or all of its employees, managers, members, officers, directors, agents and affiliates (hereinafter “USC”). This IPA may be executed in several counterparts with the same effect as if the parties executing the several counterparts had all executed one Agreement. An on line properly documented and verified electronically signed copy (e.g., through nationally recognized and accepted on line signature service “Doc U Sign”), or e-mail, or facsimile signed copy of this Agreement (in either case, “Executed”) will have the same effect as the original signed Agreement and the signatures will be considered as being originally signed and accepted.

This Master IPA is made in conjunction with that certain Non-Compete Non-Disclosure Confidential Agreement between _____, herein also referred to as “Listing Agent”, and USC, herein also referred to as “Website Service Provider”, for the posting and authorized publication of that/those certain vested commercial real property assets of and by Listing Agent at www.uscreonline.com herein defined as USC Asset File ID number [_____] and as more specifically defined herein:

Property Address:	
Property City:	
Property State:	
Property Zip Code:	
Property APN(s):	
Property County:	
Property Type:	
Property Name:	

1. **The Website and Services it provides:** USC has developed, administers, and maintains an online data portal and marketing Website with an automated communications module for use by all participants in the commercial real estate community in the United States (the “Website”). Other than the online tools and commercial real estate (“CRE”) database access provided by and through its Website, USC does not provide any other service to its Users; whether in connection with a site registrant’s use of the Website or otherwise. In all cases, Listing Agent’s use of the Website is strictly subject to the terms and conditions defined in this Agreement and the applicable Addendums and or Attachments.

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2. **Internet Portal Services.** Listing Agent acknowledges, agrees, and accepts that USC, as part of its Internet Portal Services for the benefit of its vested asset users, will, upon Listing Agent's execution hereof, provide its' technology platform for Listing Agent to control the direct marketing (aka "**publishing**") thereof to USC's exclusive data base of commercial real estate community participants, both direct and indirect, both accredited and possibly non-accredited (per guidelines determined from time to time by the Securities and Exchange Commission of the United States). USC requires any such community participant at and through its Website, who elects to have authorized access to certain CRE Asset Views of USC Vested Title Holder ("**Website Registered Users**") CRE Asset Data, and or its professional representative to first execute an Internet Portal Agreement respective to their registered status at USC. Such IPA's have compensation provisions specific exclusively to each such then community participant registered with USC (aka "**Registered Website User**"). Inasmuch, Listing Agent acknowledges, agrees, and accepts that, as may be applicable, USC having an IPA with a Registered Website User does not represent and, therefore, is not a conflict of interest between Listing Agent and USC. Listing Agent further acknowledges, agrees, and accepts that, with USC having an IPA with Listing Agent on subject property defined herein, it shall not have an IPA with the Vested Title Holder of/on the same property that is defined in this Agreement.

3. **Compensation to USC.** The Parties herein acknowledge and agree that the compensation due from Listing Agent and payable to USC shall be [the lesser of] One Quarter of the Listing Agent's Marketing Contract Compensation with the Vested Title Holder of/on the same property that is defined in this Agreement, or **One Quarter Percent (0.25%)** of the gross transfer value (e.g., closing sales price) of the respective vesting/vested CRE Asset defined at page one herein, said compensation being debited at closing from the Listing Agent's Marketing Contract Compensation. For purposes of this Section, the phrase "transfer" shall be defined as including, but not limited to the sale, assignment, exchange, and or transfer of a majority interest or greater in the subject real property, whether by negotiated contract or private and or public auction, including but not limited to such transfer occurring by 1031 Tax Deferred Exchange. **There are no other compensation or service fees of any kind due and owing from Listing Agent to USC associated with this IPA.** Should Listing Agent have a accompanying broker/agent representative, or any other individual who provides supplemental representation to or with Listing Agent in any contemplated transaction on subject CRE Asset, Listing Agent acknowledges, agrees, and accepts that he shall bear sole responsibility for compensating said representative, and that any such agreement Listing Agent engages with any such herein defined broker representation shall have no bearing nor effect on Listing Agent's IPA with USC herein. Listing Agent acknowledges, agrees, and accepts that the earned compensation for USC for the services defined herein shall be from Listing Agent either as an Escrow line item charge to and from Listing Agent payable to USC at closing. Listing Agent further acknowledges, agrees, and accepts that USC shall be made a part of any and all final draft formally approved acquisition/vesting agreements as a compensation beneficiary due and payable at closing.

3.1 **Effectiveness of IPA if Listing Agent Transfers to New Brokerage and Retains Asset Marketing Contract.** The Parties herein acknowledge and agree that should Listing Agent Transfer his Real Estate Salesperson/Broker License to a new/different Brokerage and, in such transfer, retain his Asset Marketing Contract with the Vested Title Holder of/on the same property that is defined in this Agreement, this IPA and his account and asset control at www.uscreonline.com shall remain in full effect and without interruption. In such event as defined herein, Listing Agent acknowledges and agrees to update his Registration Data and Listing Agent Data for the subject property file at USC within three business days from date of transfer to new Brokerage.

3.2 **Effectiveness of IPA if Listing Agent's Asset Marketing Contract is Terminated Without Transfer of Title.** The Parties herein acknowledge and agree that should Listing Agent's Marketing Contract with the Vested Title Holder of/on the same property that is defined in this Agreement be terminated without transfer of title, this IPA and his account and asset control at www.uscreonline.com shall then immediately terminate and no longer be in effect. In such event as defined herein, Listing Agent acknowledges and agrees to update his Listing Agent Data File for the subject property file at USC within three business days from date of such marketing contract termination with the vested title holder.

3.3 **Effectiveness of IPA at Transfer of Title.** The Parties herein acknowledge and agree that when transfer of title is evidenced by recordation at the appropriate County Recorders for subject real property, and USC has confirmed receipt of its compensation as defined herein, this IPA shall terminate and no longer be in effect, except that Section 4.4 and its Section references shall survive such termination of this Agreement in addition to any other terms which by their

nature survive. At such termination, USC shall record requisite documentation to evidence the satisfaction and proper termination of this IPA.

4. **Term, Termination, and Survival.**

4.1 **Term.** The term of this Agreement shall commence on the date of execution hereof by the Listing Agent so identified herein (the “**Effective Date**”) and shall terminate five (5) years from the Effective Date. Subject to Section 4.2 (**Termination**), the term of this Agreement shall automatically renew for additional incremental one-year periods after its expiration date unless either party gives the other written notice of election to cancel. Either party may terminate this Agreement for or without cause by giving the other party written notice at any time.

4.1.1 **Notices.** Any notice required by this Agreement to USC or Listing Agent shall be given to USC or Listing Agent at the address specified herein or at such other address as a Party shall specify in writing to the other Party. Notice shall be deemed given: upon personal delivery; if sent by fax, upon confirmation of receipt (by person or machine); if sent by certified mail, postage prepaid, three days after the date of mailing; or if sent by nationally recognized overnight courier capable of verified receipt, upon the day after the date on which the notice is delivered to the overnight courier for next day delivery (provided verified receipt is obtained by such courier). All written notices by Listing Agent to Disclosing Party shall be delivered via Certified Mail Return Receipt Requested to: US CRE Online LLC, 3870 E. Flamingo Road, Suite A2-148, Las Vegas, NV 89145.

4.2 **Termination.** Either Party may terminate this Agreement at any time (i) in the event of a material breach of the terms hereof by the other Party if such other Party fails to cure such material breach within thirty (30) days of receipt of written notice thereof or such additional time as the non-defaulting Party may authorize in writing, or (ii) if either Party becomes insolvent, makes an assignment for the benefit of creditors, a receiver is appointed or a petition for bankruptcy is filed with respect to the Party and such proceeding is not dismissed within thirty (30) days.

4.3 **Effects of Termination.** Upon termination of this Master IPA, Listing Agent’s Website authorizations, access, and use privileges shall then immediately be terminated. Listing Agent shall cease using the Website and the Services. Termination of this Agreement shall not relieve Listing Agent of its obligations to pay all Fees and Compensation defined herein incurred prior to such termination and due and owing Disclosing Party hereunder or thereunder. Upon termination of this Agreement for any reason, all Fees due and owing under this Agreement, if any, shall become and be immediately due and payable.

4.4 **Survival of Agreement after Termination.** Sections 2 (Compensation to USC), 3 (Attachment of Agreement to Subsequent USC Asset ID Numbers), 4 (Term, Termination and Survival), 6 (Website License), 8 (Proprietary Rights), 11 (Indemnification), 13 (Limitation of Liability), 14 (Confidentiality), and 16 (Miscellaneous) shall survive termination or expiration of this Agreement in addition to any other terms which by their nature survive.

5. **Proofreading and Verification of Data Provided in an Asset View.** Proofreading of all CRE Asset Views, material attachments, documents, and any data or information posted and or hyperlinked on the Website by or for Listing Agent is the Listing Agent’s responsibility. Disclosing Party is not responsible for data errors of any kind posted at the Website. Listing Agent’s proofreading responsibility includes all materials and data produced and or entered independently, by a third party, or by a Website User (e.g., vested principal investor, principal investor professional representative, Website service provider participant, other) pursuant to this Agreement. Disclosing Party is not responsible for printed/displayed content or printing/display errors. As a registered user at Disclosing Party’s Website, pursuant to this Master IPA, Listing Agent shall have full access to communicate directly with all registered Website Users who execute USC IPA’s to view specific CRE Assets then registered and published by Listing Agent.

6. **Purpose of Website: Website License for Listing Agent.**

6.1 **Purpose of Website.** The Website is designed to provide users with tools to market, manage, research, and or track commercial real estate, commercial real estate debt and or equity participations, and other website assets. The information on the Website is provided solely for general information, and does not constitute real estate, legal, tax, accounting or other professional advice. Listing Agent’s use of the Website is conditioned on the understanding that Disclosing Party is not engaged in rendering legal or other licensed professional services or advice nor is Disclosing

Party acting as a real estate broker, mortgage broker, title transfer agent or escrow agent. The Website and the information contained within the Website does not constitute an offer to sell, buy, lease or finance real estate. The materials on the Website does not form part of any offering and may not be relied upon by sellers, purchasers, bankers, lessees or others as such. The Website offers tools and a repository to assist users in the marketing and management of assets, and/or administering transactions. Disclosing Party is providing access to the herein defined information and Website User provided content published on the Website, but is expressly not participating in any offering to sell, buy, finance or lease real estate or any other asset by making the Website available.

6.2 License Grant. Subject to the terms and conditions of this Master IPA, and in consideration of the payment of the Fees defined in Section 2 herein, during the term of this Master IPA in which Website access and use are to be provided to Listing Agent, Disclosing Party grants to Listing Agent a non-exclusive, non-transferable, non-assignable, non-sub licensable, revocable, limited, personal license to access and use the Website for the purpose of using and accessing the Website. All use shall solely be through the Website for Listing Agent's internal business purposes in the normal course of its business.

6.3 Reservation of Rights. All rights not expressly granted herein are reserved by Disclosing Party. Disclosing Party does not grant any express, implied or other license under any patents, trademarks, trade secrets, copyrights or other intellectual or proprietary rights. Listing Agent shall have no right to receive any copy of any software used by Disclosing Party to operate, maintain or administer the Site.

7. Restrictions on Website Access and Use.

7.1 Passwords and Login. USC will use commercially reasonable security precautions on the Website to promote the secure transmission of Listing Agent content (defined herein). To gain access to the Website, Listing Agent will be required to use a username and password (the "**Login Information**"). Listing Agent is responsible and liable for all activity occurring under Listing Agent's Login Information, whether or not authorized by Listing Agent. Login Information is personal to each individual and Listing Agent represents and warrants that it will keep Login Information confidential and not share Login Information with any other person or entity. USC has no obligation or responsibility with regard to Listing Agent's use, distribution, disclosure, or management of Login Information. Notwithstanding the foregoing, USC may require Listing Agent to change Login Information if such Login Information is inconsistent with the terms of this Agreement or USC's password policy or if USC believes that the Login Information has been compromised or is being used improperly. USC is not responsible for unauthorized access to Listing Agent Content or the unauthorized use of the Website.

7.2 Modifications to Website. USC is regularly updating and changing the Website, and reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Website (or any part thereof) with or without notice.

7.3 Third Party Links. USC may provide links on the Website to other websites or resources as a convenience to Listing Agent. USC is not responsible for the contents, functionality, or services on any third party site, and the inclusion of any link does not imply that USC endorses the content on any such third party site. Listing Agent may visit such third party site solely at Listing Agent's own risk.

7.4 User Restrictions. In connection with Listing Agent's access to and use of the Website, Listing Agent agrees not to, or allow others under its control to:

- 7.4.1 Share Login Information to the Website with anyone;
- 7.4.2 Sell, lease, or rent access to the Website, or otherwise transfer any rights to use the Website under this Agreement to any person or entity;
- 7.4.3 Host, on a subscription basis or otherwise, the Website, including any related application, for use by anyone;
- 7.4.4 Use the site in any manner that could interfere, damage, disable, overburden, or impair the Website, any USC server, any USC network(s), connected to any USC server, or interfere with any other persons use and enjoyment of the Website.

- 7.4.5 Attempt to gain unauthorized access to or to access through means not intentionally made available through the Website, the Website, materials, information, other accounts, computer systems or networks connected to any USC server, through hacking, password mining, or any other means;
- 7.4.6 Engage in any automated extraction of data or data fields, use any extraction tool, or any robot, spider, or other automatic device or manual process, to monitor or copy the Website or USC Content (as defined below) contained therein without USC's prior expressed written permission in each case;
- 7.4.7 Disclose, harvest, or otherwise collect information, including email addresses, or other private information in violation of any law;
- 7.4.8 Defraud, defame, abuse, harass, stalk, threaten, impersonate any person or entity or falsely state or otherwise misrepresent Listing Agent's affiliation with a person or entity or otherwise violate the legal rights (such as rights of privacy, intellectual property, and publicity) of others, or use the Website in violation of an applicable law, regulation, agreement, or administrative agency rule;
- 7.4.9 Intentionally disguise the origin of any Listing Agent Content or any other information, data, text, software, music, sound, photographs, images, graphics, video, messages or other content posted on or transmitted through the Site;
- 7.4.10 Upload, post, email or otherwise transmit any Listing Agent Content or other information, data, text, software, music, sound, photographs, images, graphics, video, messages or other content (i) that is unlawful, threatening, abusive, harmful, libelous, tortious, defamatory, obscene, vulgar, racially or ethnically offensive or otherwise objectionable; (ii) that infringes or misappropriates any patent, copyright, trademark, trade secret, or other intellectual or proprietary right of any third party; (iii) that is known or, with the exercise of reasonable effort, should be known to be false, misleading or otherwise unreliable; (iv) that Listing Agent does not have a right to transmit under any law, contractual obligation (i.e., nondisclosure agreement) or fiduciary duty; (v) that contains unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation; (vi) that contains software viruses or any other computer code, files or programs designed to interrupt, modify, damage, improperly access, disable, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- 7.4.11 Copy, modify, merge, decompile, disassemble or reverse engineer any portion of the source code or object code related to the Website;
- 7.4.12 Upload, post or otherwise transmit any portion of the Website on, or provide access to any portion of the Website through, the Internet, any bulletin board platform, any other electronic network, any data library, any listing platform or any other data sharing arrangement not restricted exclusively to you;
- 7.4.13 Attempt to probe, scan, penetrate or test the vulnerability of the Website or to breach USC's security measures whether by passive or intrusive techniques, without USC's prior express written consent in each instance;
- 7.4.14 Remove any proprietary notices from USC materials furnished or made available to Listing Agent;
- 7.4.15 Publish or disclose to third parties any evaluation of the Website or the Services without USC's prior written consent in each instance;
- 7.4.16 Use the Site for any purpose other than its intended purpose.

7.5 Access and Use by Listing Agent Employees Only. Except as expressly provided herein, the Website shall not be accessed or used, directly or indirectly, by persons other than Listing Agent's employees or agents of Listing Agent and then solely for Listing Agent's internal business purposes (provided said agents are not competitors of USC). The license to access and use the Website is granted only to the Listing Agent.

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8. Proprietary Rights.

8.1 USC's Intellectual Property. The Website and the services accessed through the Website (including the Services) employ various trademarks, service marks, copyrights, trade secrets and other intellectual property rights of USC ("USC IP"). The USC IP shall at all times remain the property of USC, and Listing Agent may not use or display any of the USC IP in any manner without the prior written permission of USC. Listing Agent shall not remove trademark, service mark, or copyright notices, restricted rights legends or any other notices from the Website. Listing Agent agrees it will not challenge USC's ownership of any USC IP. The Website and the Services accessed through the Website may also contain other trademarks and service marks that are the property of third parties. All third party trademarks and service marks are the property of their respective owners. Listing Agent agrees not to use or display third party marks in any manner without the prior written permission of the applicable trademark owner. Listing Agent may send suggestions on improving the Website, but in doing so, Listing Agent acknowledges and agrees that (a) such suggestions will become the property of USC and Listing Agent hereby assigns and agrees to assign such suggestions to USC, (b) USC has no obligation to compensate Listing Agent for such suggestions, and (c) USC is not obligated to use, display, reproduce, or distribute any such suggestions, and Listing Agent has no right to compel such use, display, reproduction, or distribution.

8.2 USC Content. Listing Agent acknowledges and agrees that, to the extent not uploaded to the Website by Listing Agent or supplied by Listing Agent to USC, the information, data, text, software, music, sound, photographs, images, graphics, video, messages, layout, design, logos, and other content contained on the Website (collectively, the "USC Content") are proprietary to USC and its licensors. Listing Agent further acknowledges and agrees that elements of the Website are protected by trade dress, copyright, unfair competition laws, trademark and other laws and may not be displayed, reformatted, reproduced, transmitted, distributed, disseminated, sold, published, or broadcast in whole or in part, without USC's prior written permission.

8.3 Listing Agent Content. Listing Agent may enter into the Website or provide to or post with USC text, tables, documents, artwork, graphics, audio, photographs, and other content (collectively "**Listing Agent Content**"). Listing Agent hereby grants USC a non-exclusive, non-transferable, fully paid-up, limited and revocable license to (i) use the Listing Agent Content for purposes of this Agreement, (ii) reproduce and display the Listing Agent Content on the Site and in reports generated from the Website and distribute Listing Agent Content from the Website and in reports generated from the Website, and (iii) aggregate Listing Agent Content with other content and reproduce and distribute such aggregations, provided that no such aggregation will identify Listing Agent. Listing Agent may establish further reasonable guidelines governing the use, display and distribution of the Listing Agent trademarks in the Listing Agent Content, provided that Listing Agent will provide such guidelines to USC in writing and provided further that such guidelines are consistent with the terms in this Agreement and are compatible with the operation and use of the Website and performance of the Services. All use, display and distribution of any Listing Agent trademarks in the Listing Agent Content shall inure to the benefit of Listing Agent. Listing Agent acknowledges that if Listing Agent creates any settings, surveys, fields or functions in the Website or inputs, adds or exports any data in connection with its use of the Website, none of USC or any of its affiliates or their respective agents, employees, officers, members, directors or employees shall have any liability or responsibility for any of such, including but not limited to, the loss, destruction, use by third parties, or misplacement of such Listing Agent Content, except to the extent caused by the gross negligence or willful misconduct of USC. Listing Agent agrees that USC's obligation to maintain any Listing Agent Content obtained in the course of performance of this Agreement shall not extend beyond the term of the applicable Addendum.

9. **Mutual Representations and Warranties.** USC and Listing Agent each represents, warrants and covenants that (a) it has all necessary right, power, and authority to enter into this Agreement and to perform the acts required under this Agreement; (b) that all information provided hereunder shall be at all times accurate and current in all material respects; (c) the consummation of the transactions contemplated by this Agreement and the performance of its terms will not conflict with or result in the breach, default or violation under any articles of organization, operating agreement, or other constituent documents (as applicable), or any material instrument, contract or other agreement, or any statute, law or any regulation, order, judgment or decree of any court or governmental or regulatory body (collectively, "**Laws**") and (d) it shall comply with all Laws applicable to it in connection with its performance under this Agreement.

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10. **Investigations Regarding Use of the Website and its' Services.**

10.1 **Investigation Right.** USC is not obligated to monitor Listing Agent's or any other of USC's customer activity occurring in connection with the Website but reserves the right to do so. If USC has reason to believe that Listing Agent is in violation of this Agreement, USC reserves the right to investigate such possible violations, and USC may monitor Listing Agent's use of the Site. At USC sole discretion, USC may immediately suspend Listing Agent's right to access or use the Site (or any portion of the Website) without prior notice to Listing Agent if any violation by Listing Agent has occurred that in USC's reasonable opinion is a violation of Law or would cause a disruption in service to the Site. If, as a result of such investigation, USC believes that criminal or unlawful activity has occurred, USC reserves the right to terminate the applicable Addendum and/or this Agreement and/or refer the matter to, and to cooperate with, any and all applicable law enforcement authorities. USC is entitled, except to the extent prohibited by applicable Law, to disclose any information, including information about Listing Agent, in USC's possession in connection with Listing Agent's use of the Website to law enforcement or other government officials, as USC in its sole discretion believes to be necessary or appropriate.

10.2 **Infringing Content.** USC may terminate Listing Agent's access to and use of the Website if Listing Agent unlawfully transmits copyrighted material in connection with Listing Agent's use of the Website. After notification by an alleged copyright holder or its agent to USC of an allegation that any Listing Agent Content infringes, misappropriates or violates a third party's rights, USC may remove such Listing Agent Content from the Website and may terminate this Agreement and/or the Listing Agent's right to access and/or use the Website. USC may also, in its sole discretion, decide to terminate access to the Website by Listing Agent, if USC has a reasonable good faith belief that any infringement, misappropriation or violation has occurred.

11. **Indemnification.**

11.1 **Indemnification by USC.**

11.1.1 **Indemnity.** Subject to the terms and conditions in this Agreement, USC agrees, at its cost, (i) to defend Listing Agent from and against any third party claim, action, suit or proceeding brought against Listing Agent alleging that the Site or the Services infringes or misappropriates any United States patent that is issued as of the Effective Date and of which USC has actual knowledge or any copyright of a third party (each, a "**Claim**") and (ii) indemnify and hold Listing Agent harmless from either (a) damages awarded to the third party bringing the Claim in a final judgment or settlement amount agreed to in writing by USC and paid to such third party to settle the Claim.

11.1.2 **Mitigation.** If the Website or the Services is, or in the reasonable opinion of Disclosing Party is likely to become, the subject of any Claim of infringement, or if the Website or the Services are adjudicated to so infringe, or if the use of the Website or the Services is enjoined as a result of a Claim or otherwise, then USC shall have the option, in its sole discretion and at USC's costs and expense, to: (i) procure the right for Listing Agent to continue using the Website and the Services as contemplated by this Agreement; or (ii) replace or modify the Website or the Services so as to be non-infringing. If neither of the foregoing is available at a commercially reasonable expense, then USC shall be entitled to modify Listing Agent's licenses to avoid the infringement or terminate this Agreement and in the event of such termination, discontinue all Services provided at the Website.

11.1.3 **Exclusions.** Notwithstanding anything to the contrary in this Agreement, USC shall have no obligations pursuant to this Section 12.1 (Indemnification by USC) with respect to any infringement or alleged infringement resulting from (1) any modifications to the Site made by any person or entity other than USC, (2) any use of the Website or Services by Listing Agent beyond the scope of the express licenses granted in this Agreement, (3) any use of the Website or Services in combination with other software, hardware, data, sites or services, or (4) USC's compliance with Listing Agent's request for changes to the Website.

11.1.4 **Sole Remedy.** THIS SECTION 12.1 (INDEMNIFICATION BY RCM1) STATES THE

ENTIRE LIABILITY AND OBLIGATION OF USC AND THE EXCLUSIVE REMEDY
OF LISTING AGENT WITH RESPECT TO ANY ACTUAL OR ALLEGED
INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

11.2 Indemnification by Listing Agent. Listing Agent agrees, at its cost, (i) to defend USC (e.g., “USC”) from and against any third party claim, action, suit or proceeding resulting in any and all losses, claims, damages, liabilities and expenses whatsoever, joint or several, to which USC may become subject under any applicable federal, state or local law, or otherwise, caused by, relating to or arising out of Listing Agent’s acts or omissions, brought against USC arising out of or related to one or more of the following (each an “**Action**”) and (ii) indemnify and hold USC harmless from either (a) damages awarded to the third party bringing the Action in a final judgment or (b) settlement amount agreed to in writing by Listing Agent and paid to such third party to settle the Action: (i) any representation or warranty made or given by Listing Agent concerning the Website or the Services; (ii) Listing Agent’s use of the Website, or (iii) any of the Listing Agent Content (x) infringes any intellectual property right or other right (including performing right, right of publicity, or other proprietary right or interest) of any third party, or (y) is defamatory or obscene or otherwise unlawful; or (z) Listing Agent has reproduced, stored, used or distributed Listing Agent Content other than in compliance with applicable Law or any Listing Agent agreement or policy. Listing Agent will reimburse USC for all expenses (including reasonable attorney’s fees and related expenses) as they are incurred by USC in connection with the investigation of, preparation for, and or defense of any pending or threatened claim or any action or proceeding arising therefrom, whether or not resulting in liability.

11.3 Indemnification Procedures. In the event of a Claim or Action, the Party entitled to defense and indemnity (the “**Indemnified Party**”) shall (i) notify the indemnifying Party promptly in writing of the Claim or Action of which, but in any event not more than thirty (30) days after the Indemnified Party becomes aware of the Claim, including in the case of Listing Agent, receipt of any letters offering Listing Agent a license or otherwise suggesting that Listing Agent requires a license to use or access the Website; (ii) shall not settle or compromise any Claim or Action for which the Indemnified Party seeks or desires defense or indemnity under this Section 11 (Indemnification); (iii) give the indemnifying Party sole authority to control fully the defense and settlement of any Claim or Action, provided that the Indemnified Party may, at its cost and expense, participate in the defense of such Claim or Action using counsel of its own choosing, provided that such participation shall not reduce or impact the indemnifying Party’s control of the defense and settlement; and (iv) furnish all reasonable cooperation and assistance requested by the indemnifying Party.

12. Disclaimers. THE WEBSITE AND THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND TO THE FULLEST EXTENT PERMITTED BY LAW. USC EXPRESSLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, OR GUARANTEES (A) AS TO TITLE, ACCURACY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, (B) AS TO THE QUALITY, ACCURACY, TIMELINESS OR COMPLETENESS OF THE DATA AND OTHER CONTENT AND (C) AGAINST INFRINGEMENT. USC DOES NOT REPRESENT OR WARRANT THAT ACCESS TO THE WEBSITE AND/OR THE SERVICES WILL BE TIMELY, UNINTERRUPTED OR ERROR-FREE, OR THAT THE WEBSITE AND THE SERVICES WILL BE SECURE, OR FREE OF VIRUSES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY LISTING AGENT FROM USC OR THROUGH OR FROM THE WEBSITE AND/OR THE SERVICES SHALL CREATE ANY WARRANTY, REPRESENTATION OR GUARANTEE NOT EXPRESSLY STATED IN THIS AGREEMENT.

13. Limitation of Liability. USC AND ITS AFFILIATES AND THEIR RESPECTIVE, MEMBERS, MANAGERS, OFFICERS, AGENTS, PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR ANY NON-COMPENSATORY DAMAGES, WHETHER OR NOT USC WAS AWARE OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING WITHOUT LIMITATION THOSE DAMAGES RELATING TO OR RESULTING FROM LISTING AGENT’S USE OR INABILITY TO USE THE SERVICES, THE WEBSITE, OR ANY OTHER WEBSITE ACCESSED THROUGH A LINK FROM THE WEBSITE OR FROM ANY ACTIONS USC MAY TAKE OR FAIL TO TAKE AS A RESULT OF ELECTRONIC OR OTHER MESSAGES LISTING AGENT SENDS USC. THESE LIABILITY LIMITATIONS INCLUDE DAMAGES FOR ERRORS, OMISSIONS, INTERRUPTIONS, DEFECTS,

DELAYS, COMPUTER VIRUSES, LOSS OF PROFITS, LOSS OF DATA, UNAUTHORIZED ACCESS TO AND ALTERATION OF TRANSMISSIONS AND DATA, AND OTHER TANGIBLE AND INTANGIBLE LOSSES. UNDER NO CIRCUMSTANCE WILL USC OR ITS AFFILIATES OR ANY OF THEIR RESPECTIVE MEMBERS, MANAGERS, OFFICERS, AGENTS, DIRECTORS, PARTNERS, MEMBERS, AND EMPLOYEES BE LIABLE IN ANY WAY FOR ANY LISTING AGENT CONTENT OR OTHER CONTENT POSTED, EMAILED OR OTHERWISE TRANSMITTED BY A USER OF THE WEBSITE AND/OR THE SERVICES. USC SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGES RESULTING FROM ANY FAILURE TO PERFORM ANY OBLIGATION HEREUNDER OR FROM ANY DELAY IN THE PERFORMANCE DUE TO A FORCE MAJEURE EVENT.

IN NO EVENT IN NO EVENT SHALL USC'S TOTAL, CUMULATIVE, AGGREGATE LIABILITY TO LISTING AGENT ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE AMOUNT OF COMPENSATION PAID BY LISTING AGENT TO USC DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE CLAIM, LESS IN ALL CIRCUMSTANCES, ANY AMOUNTS PREVIOUSLY PAID (AS OF THE DATE OF SATISFACTION OF SUCH LIABILITY) BY USC TO CLIENT IN SATISFACTION OF ANY LIABILITY UNDER THIS AGREEMENT.

THE LIMITATIONS SET FORTH IN THIS SECTION 13 (LIMITATION OF LIABILITY) (I) SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, (II) SHALL APPLY TO ALL CAUSES OF ACTION, INCLUDING WITHOUT LIMITATION BREACH OF CONTRACT, TORT, NEGLIGENCE OR ANY OTHER FORM OF ACTION, (III) SHALL APPLY EVEN IF AN EXCLUSIVE OR LIMITED REMEDY STATED HEREIN FAILS OF ITS ESSENTIAL PURPOSE AND (IV) ARE AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF CERTAIN LIABILITIES OR DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO LISTING AGENT.

14. Confidentiality.

14.1 Confidentiality Requirement. During the course of performance of this Agreement, each Party (the "USC") may disclose to the other (the "**Listing Agent**") or from time to time post on the Website certain Confidential Information (as defined below). The Listing Agent shall hold the USC's Confidential Information in confidence and shall use reasonable efforts to protect it. The Listing Agent shall not use the USC's Confidential Information except in connection with the performance of its obligations or exercise of its rights under this Agreement and shall not disclose the USC's Confidential Information to any third party, except that USC may use, reproduce, display and distribute Listing Agent Content on the Website and in reports as contemplated by this Agreement. Each Party shall have appropriate policies and procedures to (a) reasonably secure the confidentiality of the USC's Confidential Information, including without limitation, on the Site, (b) protect against any anticipated threats or hazards to the security or integrity of such Confidential Information, (c) protect against unauthorized access to or use of such Confidential Information that could result in harm or inconvenience to the USC or its customers and (d) ensure the proper disposal of such Confidential Information as may be required by applicable Law. The Listing Agent shall notify the USC immediately should there be any unauthorized disclosure of the USC's Confidential Information or should there be any unauthorized access to any computer network containing the USC's Confidential Information. Neither Party shall acquire any ownership rights to the other Party's Confidential Information. Upon termination or expiration of this Agreement, each Party shall either return the USC's Confidential Information in its possession (including all copies) or shall destroy the USC's Confidential Information (including all copies) and certify its destruction to the USC upon express written request.

14.2 Definition of Confidential Information. "**Confidential Information**" means any information provided by the USC or prepared by the USC (either oral, written, or digital), including without limitation technical data, or know-how provided to the Listing Agent by the USC (including any director, officer, employee, agent, or representative of the other) or obtained by Listing Agent (including any director, officer, employee, agent, or representative of the other) including but not limited to, that which relates to research, plans, Website, clients, customers,

markets, software, developments, inventions, processes, designs, drawings, engineering, hardware configuration information, marketing or finances of the USC. Confidential Information may also include certain Listing Agent Content uploaded and/or stored by Listing Agent in the Website.

14.3 Non-Confidential Information. The term “**Confidential Information**” shall not include any information which (a) is in the public domain at the time of disclosure or enters the public domain following disclosure through no fault of the Listing Agent, (b) the Listing Agent can demonstrate as already in its possession prior to disclosure hereunder without any obligation to keep it confidential as evidenced by tangible records kept by the Listing Agent in the ordinary course of business; (c) is independently developed by the Listing Agent without reference to the USC’s Confidential Information; (d) is rightfully obtained by the Listing Agent from a third party who was not under any non-disclosure obligations or (e) was disclosed with the prior written approval of the USC.

14.4 Acceptable Disclosures. A Listing Agent may disclose Confidential Information to (a) its attorneys, accountants, or consultants who are not in competition with USC, provided, however, such entities agree to be bound by the confidentiality and non-disclosure provisions substantially similar to those in this Agreement; and (b) pursuant to a requirement or request of a governmental agency or pursuant to a court or administrative subpoena, order or other such legal process or requirement of Law, or in defense of any claims or causes of action asserted against it; provided, however, that the Listing Agent shall first notify the USC of such request or requirement or use in defense of a claim, unless such notice is prohibited by statute, rule or court order, to enable the USC to seek a protective order or otherwise limit such disclosure.

14.5 Right to Seek Injunction. Each Party agrees that its obligations provided in this Section 14 (Confidentiality) are necessary and reasonable in order to protect the USC and its business, and each Party expressly agrees that monetary damages would be inadequate to compensate the USC for any breach by the Listing Agent of its covenants and agreements set forth in this Section 14 (Confidentiality). Accordingly, each Party agrees and acknowledges that any such violation or threatened violation may cause irreparable injury to the USC and that, subject to the terms in this Agreement, in addition to any other remedies that may be available, in Law, in equity, or otherwise, the USC shall be entitled to seek injunctive relief against the threatened breach of this Agreement or the continuation of any such breach by the Listing Agent, without the necessity of proving actual damages.

15. Technology Controls.

15.1 Site Maintenance. USC shall scan the Website at regular reasonable times consistent with industry practices with current, supported and updated versions of commercially available technology intended to detect security vulnerabilities and code containing destructive properties such as viruses, worms, and Trojan horses. USC does not and cannot guarantee or warrant that the Site, or any data contained or stored therein, will be free from security vulnerabilities or code containing destructive properties.

15.2 Business Continuity and Disaster Recovery. USC shall maintain a business continuity plan, including disaster recovery and backup capabilities, through which USC will be able to continue to make the Website available with minimal disruptions or delays in the event of a disaster. USC shall use commercially reasonable efforts to comply with such plan. Upon request, USC shall provide to Listing Agent copies of the plan.

16. Miscellaneous.

16.1 Injunctive Relief. Listing Agent acknowledges and agrees that, due to the unique nature of the Website and Services there can be no adequate remedy at law for a breach of Section 6 (Purpose of Site, Site License for Client) or Section 7 (Restrictions on Site Access and Use) and that such a breach would cause irreparable harm to USC; therefore, USC shall be entitled to immediate injunctive relief (including a temporary restraining order or a preliminary injunction without the necessity of a bond, other security or any other undertaking) in addition to whatever remedies USC might have at law or under this Agreement.

16.2 Authority. Each party represents and warrants that it has the necessary power and authority to enter into this Agreement and to consummate the transactions contemplated by this Agreement. If Listing Agent is a Limited Liability Company, Limited Liability Corporation, Limited Liability Partnership, Limited Partnership, or Corporation, Listing Agent hereby represents and warrants that its signor herein is properly listed in its originating State's Articles of Incorporation as the Manager of said Entity or the Officer of said Entity authorized to act on behalf of said Entity. Listing Agent further represents and warrants that its' {Corporate Status} in its originating State is in "Good Standing" at the date and time of this Agreement.

16.3 Independent Contractor. Nothing in this Agreement shall in any way be construed as creating a partnership, joint venture, employment or franchise relationship between the Parties hereto. It is expressly agreed that USC and Listing Agent are acting hereunder as independent contractors and under no circumstances shall any of the employees of one Party be deemed the employees of the other for any purpose. Each Party is acting independently hereunder and shall independently discharge all obligations imposed on it by applicable federal, state or local law, regulation or order now or hereafter in force and effect. This Agreement shall not be construed as authority for either Party to act for the other Party in any agency or other capacity or to make commitments of any kind for the account of or on behalf of the other except to the extent and for the purposes expressly provided for herein. Neither Party shall hold itself out contrary to the terms of this Section.

16.4 Taxes. As applicable, all compensation defined herein are exclusive of all taxes. Listing Agent is responsible for all bank fees, sales, use, property, customs, excise or other taxes as may be imposed on Listing Agent, or required to be collected by USC from Listing Agent, in connection with this Agreement, other than income tax imposed on USC's income. All taxes shall be paid whether included in the initial or subsequent invoice.

16.5 Collections. Listing Agent agrees that in the event USC is required to take action to collect any Fees ("Compensation") due from Listing Agent under this Agreement, USC will be entitled to all costs and expenses incurred by USC, including collection fees, court costs, and attorneys' fees.

16.6 Force Majeure. If and to the extent that a Party's performance of any of its obligations under this Agreement is prevented, hindered or delayed by fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, or any other cause beyond the reasonable control of such Party (each, a "**Force Majeure Event**"), then the nonperformance, hindered or delayed Party will be excused for such nonperformance, hindrance or delay, as applicable, of those obligations affected by the Force Majeure Event for as long as such Force Majeure Event continues. The Party whose performance is prevented, hindered or delayed by a Force Majeure Event will reasonably promptly notify the other Party of the occurrence of the Force Majeure Event and describe in reasonable detail the nature of the Force Majeure Event.

16.7 Assignment. Neither Party shall assign or transfer its rights or obligations under this Agreement to any third party without the prior written consent of the other Party; provided, however, that USC may assign its rights and obligations under this Agreement without obtaining prior written consent in the event of an assignment (a) to an entity that acquires all or substantially all of the assets of USC or (b) to a successor to USC by merger, consolidation or operation of law.

16.8 Binding Effect and UCC-1. This Agreement is binding on the parties and their respective successors and permitted assigns. This Agreement is subject to Uniform Commercial Code filing by USC in the originating State of Listing Agent's Corporate Entity and in the State of each respective Asset disclosed by USC to Listing Agent.

16.9 Third Parties. No person who is not a party to this Agreement shall have or acquire any legal, equitable or other rights, remedies or claims by reason of this Agreement nor shall any Party hereto have any obligation or liability whatsoever to any such person by reason of this Agreement. This Agreement and all of the representations, warranties, covenants, conditions and provisions hereof are intended to be and are for the sole and exclusive benefit of USC and Listing Agent.

16.10 Waiver. No waiver, amendment or modification, including those by custom, usage of trade, or course of dealing, of any provision of this Agreement will be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No waiver by any party of any default in performance by the other party under this Agreement or of any breach or series of breaches by the other party of any

of the terms or conditions of this Agreement shall constitute a waiver of any subsequent default in performance under this Agreement or any subsequent breach of any terms or conditions of that Agreement. Performance of any obligation required of a party under this Agreement may be waived only by a written waiver signed by a duly authorized officer of the other party, that waiver shall be effective only with respect to the specific obligation described in that waiver. No waiver by USC of any right under or term or provision of this Agreement will be deemed a waiver of any other right, term, or provision of this Agreement at that time or any other time.

16.11 Severability. If any provision or part of a provision of this Agreement is held by a court or other governmental authority to be invalid, void or unenforceable, (i) the remainder of provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and (ii) to the fullest extent possible, the provisions of this Agreement shall be construed so as to give effect to the intent manifested by the provision held invalid, illegal or unenforceable. Further, it is expressly understood and agreed that if any remedy under this Agreement is determined to have failed of its essential purpose; all other limitations of liability and exclusion of damages set forth in this section shall remain in full force and effect.

16.12 Enforcement Costs. If either party institutes an action or proceeding to enforce any rights arising under this Agreement, the party prevailing in such action or proceeding will be paid all reasonable attorneys' fees and costs to enforce such rights by the other party, such fees and costs to be set by the court, not by a jury, and to be included in the judgment entered in such proceeding.

16.13 Governing Law. This Agreement shall in all respects be governed by and construed in accordance with the laws of the State of Nevada, regardless of the choice of law or other conflicts of law rules. Both Parties agree to the exclusive jurisdiction and venue of the federal and state courts of Clark, Nevada, with respect to any legal actions arising under, out of, in relation to, or brought to enforce, this Agreement, provided that a Party may seek injunctive relief in a court of competent jurisdiction. Both Parties agree to a bench trial in any dispute and hereby irrevocably waive the right to a jury.

16.14 Compliance with Laws. At its own expense, Listing Agent and USC shall comply with all applicable Laws regarding its activities related to this Agreement. Listing Agent is solely responsible for Listing Agent's familiarity and compliance with any Laws that may regulate any transaction it may participate in or prohibit Listing Agent from participating in or using any part of the Website.

16.15 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same document.

16.16 Publicity. Listing Agent agrees that USC may publicly disclose that USC is providing online website Services to Listing Agent and may include Listing Agent's name in promotional materials including press releases and on the USC Website.

16.17 Headings and Interpretation. Headings are used for convenience only and are not to be taken into account in the interpretation of the operative provisions hereof. This Agreement shall be deemed drafted by both Parties such that any ambiguity shall not be strictly interpreted or constructed against either Party.

16.18 Entire Agreement. The parties acknowledge that there have been no warranties, representations, covenants or understandings made by either party to the other except such as are expressly set forth in this section. This Agreement (including exhibits, schedules, attachments, or any addendum to this Agreement) constitutes the entire understanding and obligation of the parties with respect to the subject matter of this Agreement and supersedes any prior agreements, writings, or understandings, whether oral or written. Except as provided in this Agreement, this Agreement may not be amended except in writing signed by both Parties.

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IPA SIGNATURE SECTION

IN WITNESS OF THEIR AGREEMENT HEREIN, the parties have set their hands to it below effective the day and year first written above.

ACCEPTED BY _____		ACCEPTED BY _____	
_____ Signature		_____ Signature	
_____ Date		_____ Date	
_____ State of Licensing	_____ State License No.	_____ Print Name	_____ Corporate Title