

Platform Services Agreement

This Platform Services Agreement (“**Agreement**”) is entered into by and between Move Sales, Inc., a corporation formed under the laws of Delaware, with an address at 10 Almaden Boulevard, Suite 800, San Jose, CA 95113 (“**MSI**”) and _____ a _____ formed under the laws of _____, with an address at _____ (“**Partner**”). This Agreement will be effective as of the date the last signing party executes this Agreement (the “**Effective Date**”).

1 **DEFINED TERMS.** The following capitalized terms will have the meanings set forth below.

1.1 “**Additional Site**” has the meaning set forth in Section 1.10, below.

1.2 “**Affiliate**” means, with respect to either party, any entity that directly or indirectly controls, is controlled by, or is under common control with that party. For these purposes, “control” means control over greater than fifty percent (50%) of the voting rights or equity interests of a party.

1.3 “**Aggregate Reporting Materials**” has the meaning set forth in Section 4.8.2, below.

1.4 “**Content Source**” means a unique Multiple Listing Service (“MLS”), brokerage, franchise or any other source of real estate listing data.

1.5 “**Data Feeds**” has the meaning set forth in Section 4.1, below.

1.6 “**End Users**” means end users who access, use, view or purchase the Partner’s services, including but not limited to consumers (including but not limited to prospective home buyers and home sellers), real estate brokers, real estate agents, and real estate franchisors.

1.7 “**Licensed Content**” means the real estate listing content, if any, provided by MSI to Partner pursuant to the delivery mechanism described in Section 4.1, below, including, without limitation, all text, data, images, materials and other content contained therein, and any Updates thereto provided to Partner by MSI, provided however that each such item of real estate listing content shall be deemed “Licensed Content” only until such time as the real estate listing to which it pertains is no longer included in the Data Feeds (indicating that the listing has been sold or withdrawn, has expired, or has otherwise become inactive).

1.8 “**Partner Mobile Apps**” has the meaning set forth in Section 1.10, below.

1.9 “**Partner Network**” has the meaning set forth in Section 1.10, below.

1.10 “**Partner Services**” means Partner’s business-to-consumer products and services that are accessible through the Partner Network. As used herein, the “**Partner Network**” means, collectively: (a) those subdomains of the www._____.com domain that are listed on Exhibit A hereto (collectively, the “**Partner Site**”); (b) Additional Site(s) (as defined in this Section 1.10), if any; and (c) Partner’s mobile application(s) listed on Exhibit A hereto, provided that such mobile application(s) shall at all times be branded solely with Partner’s name and marks (the “**Partner Mobile Apps**”). Notwithstanding any provision to the contrary contained herein, “Partner Services” shall not include any products or services other than business-to-consumer products and services that are or may become accessible through the Partner Network. As used herein, “**Additional Site**” shall mean any website not located on the www._____.com domain either (y) that is owned and operated by Partner, or (z) for which Partner both generates the real estate search user experience and exclusively sells products into the real estate search user experience (provided that Partner shall not be required to be the exclusive seller of display advertisement products sold to non-real estate professionals), that is added to Exhibit A during the Term upon the mutual written agreement of the Parties.

1.11 “**Partner Site**” has the meaning set forth in Section 1.10, above.

1.12 “**Platform**” means the platform provided by MSI’s proprietary ListHub™-branded software through which real estate brokers, real estate agents, real estate franchises, consumers and/or MLSs may (a) access real estate listing inventory in a database and select to distribute it to specified destinations, including the Partner Network, and (b)

access and view certain reporting relating to the display of such real estate listing inventory via such specified destinations.

1.13 “**Updates**” means updates, refreshes, corrections and other modifications.

2 LICENSED CONTENT.

2.1 License. Subject in all instances to the terms and conditions of this Agreement, MSI hereby grants to Partner a nonexclusive, nonsublicensable, worldwide right and license, during the Term only, to (i) display the Licensed Content within the Partner Services, pursuant to the published terms and conditions then in effect with respect to the Partner Services; and/or (ii) allow End Users to access and view the Licensed Content through the Partner Services pursuant to the published terms and conditions then in effect with respect to the Partner Services. Partner hereby agrees that if any sources of listing content receive better handling or terms and conditions from Partner than the Licensed Content, then the Licensed Content shall automatically be accorded the same or better handling and terms and conditions as such sources of listing content. For purposes of clarity, the Licensed Content shall be treated in the same manner as the most favored treatment and terms and conditions afforded to a direct data feed from an MLS, broker, agent or any other source.

2.1.1 Partner Terms and Conditions. For the purpose of permitting MSI to display to Content Sources the terms and conditions applicable to the Partner Services, within ten (10) days following the Effective Date, Partner shall provide MSI with copies of and/or links to all terms and conditions applicable to the Partner Services or any portion thereof. During the Term, Partner shall provide MSI with no less than sixty (60) days prior written notice of any revision to or replacement of any such terms and conditions.

2.2 Reservation of MSI Rights. Except for the license granted hereunder, as between the parties, MSI retains all right, title and interest in and to the Licensed Content and the Platform.

2.3 Reservation of Partner Rights. Notwithstanding anything to the contrary, MSI understands and agrees that nothing in this Agreement will prevent or restrict Partner from displaying and/or using data Partner obtains from a source other than MSI. MSI acknowledges and agrees that nothing contained in this Agreement shall grant it any right, title or interest in any information, content, or data obtained from a source other than MSI and used by Partner in conjunction or association with the Licensed Content, and MSI shall not make any claim of ownership or interest in any such information, content, or data. As between the parties, Partner retains all right, title and interest in and to the Partner Services and all content or data forming part of or displayed as part of or through the Partner Services other than the Licensed Content.

2.4 Consultants; Contractors. Partner may use consultants and other contractors in connection with the performance of obligations and exercise of rights under this Agreement, provided that such consultants and contractors must agree in writing to be subject to the same obligations, including without limitation confidentiality obligations, as Partner hereunder.

3 **MARKETING.** During the Term, the parties will perform the marketing obligations outlined in Exhibit B.

4 DELIVERY AND FORMAT OF LICENSED CONTENT.

4.1 Delivery; Access. During the Term, MSI will make the Licensed Content available to Partner via a single set of data feeds (the “**Data Feeds**”), which Data Feeds shall be initially in such version of the RETS syndication specification format as is then in use by MSI. At any time during the Term, MSI may, in its sole discretion, upgrade the version of the RETS syndication specification format then in use by MSI upon thirty (30) days prior written notice to Partner, and Partner shall thereafter cause the Data Feeds to be in such updated version of the RETS syndication specification format. Additionally, at any time during the Term, MSI may, in its sole discretion, change to a published syndication specification format other than RETS upon sixty (60) days prior written notice to Partner, and Partner shall thereafter cause the Data Feeds to be in such new syndication specification format. In the event that MSI learns, at any time during the Term, that the Data Feeds are not being successfully delivered to Partner, MSI will notify Partner of such non-delivery within one (1) business day and will provide Partner with updates every successive business day until the delivery problem is resolved. MSI will use commercially reasonable efforts to resolve such delivery problem within three (3) business days.

4.2 Included Fields. The Licensed Content provided by MSI to Partner pursuant hereto shall include, for each Content Source who elects to license its content to Partner via the Platform on the terms described herein, the fields listed on Exhibit C hereto, provided however that, to the extent that such Content Sources do not make available to MSI any of the fields listed on Exhibit C, then MSI shall have no obligation to include such field(s) within the Licensed Content.

4.3 Content Sources. MSI may add listings from new Content Sources to, and/or remove listings from existing Content Sources from, the Licensed Content at any time.

4.4 Updates; Refreshes.

4.4.1 By MSI. From time to time during the Term, MSI will update and refresh the Licensed Content, and make such refreshed Licensed Content available to Partner in the manner described in Section 4.1, above. MSI will use commercially reasonable efforts to update and refresh the Licensed Content at least one (1) time per day, provided however that any Licensed Content from a Content Source that does not permit MSI to access such Licensed Content at least one (1) time per day will be updated and refreshed no more frequently than is permitted by such Content Source.

4.4.2 By Partner. No less often than one (1) time each day (including weekends and holidays) during the Term, Partner shall update the Licensed Content displayed within the Partner Services so as to cause the Licensed Content displayed within the Partner Services to be the version of the Licensed Content contained in the most recent update provided by MSI pursuant to Section 4.4.1 hereof. In any event, Partner must cease all display of Licensed Content pertaining to a particular listing within two (2) days after such particular listing ceases to appear in such updates to the Licensed Content.

4.5 Display. The license granted herein permits Partner to display all or portions of the Licensed Content on the Partner Services; provided that, for all listings included within the Licensed Content: (a) Partner must display any consumer redirection URLs provided by MSI within the Licensed Content ("Listing URL" in Exhibit C) with any portion of the Licensed Content displayed by Partner, and such consumer redirection URLs must be optimized and cannot be hidden, masked, redirected or otherwise installed in such a way as to avoid search engine optimization or that diminishes search engine optimization value for the data source; and (b) Partner must display, at a minimum, the following content fields: property address, listing price, number of bedrooms, number of bathrooms, square footage, property description, office phone number, list agent name, broker name, and current status of the listing (as provided by the Content Source); provided however that in the event that one of the foregoing content fields is not included in the Licensed Content, Partner shall not be obligated to display such content field. In addition, the parties acknowledge that MSI may, in its discretion, provide Partner with one (1) or more email addresses per listing included within the Licensed Content, one (1) or more of which email addresses shall be designated for lead routing and the others of which shall be designated for display. The parties agree that, for each listing within the Licensed Content: (y) Partner may, in its discretion, but shall not be obligated to, display within the Partner Services the email address(es) designated for display; (b) Partner must at all times during the Term route all leads from such listing within the Licensed Content to the applicable email address designated for lead routing; and (c) Partner will clearly and conspicuously identify the listing agent in each and every written communication sent or made in connection with a listing contained in the Licensed Content. Partner will have the sole right to determine the placement and location of the selected Licensed Content through the Partner Services. For the sake of clarity, each party retains sole discretion with respect to the look-and-feel, display and operation of its respective services and websites. This Agreement does not affect any right that either party would have had, or shall have, independent of the Agreement including but not limited to rights under the U.S. Copyright Act or analogous laws in other jurisdictions. Partner shall abide by any applicable state or federal laws governing the display of the Licensed Content and/or abide by a Content Source's request to include copyright or other legal notifications displayed alongside the Licensed Content.

4.5.1 Competitive Advertising. "**Competitive Advertising**" means when Partner displays information regarding any real estate agents other than the listing agent on a detail listing page. When Competitive Advertising exists with respect to any listing contained in the Licensed Content, Partner shall, with respect to each such listing: (i) display the office phone number, list agent name, broker name on the detail listing page, as required by Section 4.5 above; (ii) display the listing agent with equal prominence and in the same manner compared to any other agents or individuals featured on the detail listing page; (iii) set any contact selections on the detail listing page to automatically include or select the listing agent by default; (vi) not use any lead capture forms or requests to be contacted that do

not display information regarding the agent or individual who will receive the contact information from the lead generation (i.e., no “blind” lead capture forms or requests to be contacted by an unidentified person or entity); (vii) send contact information for all leads generated from the listing to the listing agent (in addition to any other people to whom the Partner may provide the contact information for the leads); and (viii) not require any listing broker or listing agent to do anything in order for such broker’s or agent’s profile and/or contact information to be displayed on a detail listing page, including without limitation, requiring such broker or agent to register for an account with or create a profile with Partner.

4.6 Sites and Mobile Apps Within Partner Network. Notwithstanding any provision to the contrary contained herein, at all times during the Term, MSI may, but shall not be required to, permit Content Sources who elect to distribute their content to Partner through the Platform to select on which of the Partner Site, individual Additional Sites, and individual Partner Mobile Apps their content shall appear. For the sake of clarity, MSI may permit each Content Source that elects to distribute its content to Partner through the Platform to select to have its content displayed on one or more individual websites and/or mobile applications within the Partner Network without requiring such Content Source to allow its content to be displayed on the remaining websites and/or mobile applications within the Partner Network. Partner shall comply with any such selection by Content Source.

4.7 Redistribution. Partner shall not have the right to distribute Licensed Content to third parties, third party sites, or any other person, entity, or site except as expressly permitted pursuant hereto. For sake of clarity, Partner is expressly prohibited from sending or distributing the Licensed Content to any third party; all Licensed Content must remain resident in Partner’s database and under Partner’s control at all times, except as expressly authorized by Content Sources pursuant to Section 4.11 hereof, in which event all provisions of Section 4.11 hereof must be strictly adhered to.

4.8 Partner Reporting.

4.8.1 Error Reporting. Partner will provide MSI with error reporting for each listing within the Licensed Content. Partner must provide a decipherable error code for each listing within the Licensed Content that is rejected by the Partner Services. If a listing is accepted by the Partner Services, Partner must provide a URL to the primary page at which such listing is displayed on Partner Services. In the event that Partner learns, at any time during the Term, that any reporting metrics required to be delivered by Partner to MSI pursuant to this Section **Error! Reference source not found.** are not being successfully delivered to MSI, Partner will notify MSI of such non-delivery within one (1) business day thereafter and will provide Partner with updates every successive business day until the delivery problem is resolved. Partner will use commercially reasonable efforts to resolve such delivery problem within three (3) business days.

4.8.2 Reporting Metrics. Partner shall install MSI’s java script tracking tool on the Partner Services and shall maintain such java script tracking tool on the Partner Services throughout the Term for the purpose of permitting MSI to collect all consumer search metrics, consumer engagement metrics, and session data available on the Partner Services, including, without limitation, those metrics and data listed on Schedule 1 hereto (collectively, the “**Reporting Metrics**”). MSI shall be entitled to the Reporting Metrics for all listings displayed within the Partner Services, regardless of whether any such listing is included within the Licensed Content. In the event that MSI requests, at any time during the Term, that Partner accept any changes to MSI’s java script tracking tool or make any changes with respect to the implementation of such tool on the Partner Services, Partner shall take the action requested by MSI within thirty (30) days after receiving such request. Notwithstanding the foregoing, for Partner Mobile Apps until such time, if any, as MSI begins requiring a Mobile App API specification pursuant to the immediately following sentence, Partner shall provide the Reporting Metrics once a day via a file based specification as provided by MSI. In the event that MSI, at any time during the Term, intends to transition from the file-based specification for Partner Mobile Apps to the Mobile App API specification for tracking the Reporting Metrics, MSI will provide Partner with notice thereof no less than one hundred twenty (120) days prior to such transition. Subsequent to such transition, if any, in the event that MSI requests, at any time during the Term, that Partner accept any changes to MSI’s Mobile App API or make any changes with respect to the implementation of such API on the Partner Services, Partner shall take the action requested by MSI within thirty (30) days after receiving such request.

4.8.3 License to Reporting Metrics. Partner hereby grants MSI an irrevocable worldwide license to display the Reporting Metrics to Content Sources through the Platform. Notwithstanding any provision to the contrary

contained herein, Partner and MSI agree that (a) MSI shall remain free at all times during the Term to publish, share, and publicly disseminate marketing materials and other materials containing reporting regarding the aggregate performance of the Platform ("**Aggregate Reporting Materials**"); (b) MSI shall be permitted to include in such Aggregate Reporting Materials data contained within and/or derived from the Reporting Metrics, so long as such Reporting Metrics data included within the Aggregate Reporting Materials describes only the performance of the Platform as a whole and not the performance of any specific destination or publisher that provides reporting metrics to MSI, including, without limitation, Partner and the Partner Services; (c) no provision of this Section **Error! Reference source not found.** shall be construed to prohibit or otherwise restrict MSI or its Affiliates from utilizing, displaying, publishing, or distributing any metrics or other information that are provided to or become known by MSI or its Affiliates via a source other than Partner; and (d) Partner shall not, unless expressly requested to do so in writing by the broker representing a particular listing, provide any of the Reporting Metrics to any person or entity other than MSI, provided that Partner may, upon request by the agent, broker, or franchise representing a particular listing, provide Reporting Metrics pertaining to such listing directly to such agent, broker, or franchise. Partner shall provide the Reporting Metrics separately for each Partner Site, each Additional Site, and each Partner Mobile App and shall clearly identify on which site or Partner Mobile App each such metric was generated. Further, for each Partner Site and Additional Site, the Reporting Metrics shall be provided separately for web and mobile web. All Reporting Metrics relating to leads must (i) include, without limitation, leads that are generated for any non-listing agent and identify both the listing from which each lead was generated and the non-listing agent who received such lead, and (ii) must be provided per listing with a timestamp, including listings that received zero (0) leads.

4.9 Licensed Content Duplication. The parties acknowledge that Partner may receive listing content for a specific listing sent through the Platform from one or more additional sources and agree that: (a) in the event that Partner receives listing content for such specific listing directly from the listing broker, Partner may display the listing content from the listing broker and not display the Licensed Content that was sent through Platform; and (b) in the event that Partner receives listing content for such specific listing from any other source, Partner shall display the listing content from the Platform and not display the listing content received via such other source. Each day during the Term, Partner will provide MSI with a report detailing all listings received through the Platform during such day that were not displayed by Partner as the result of Partner receiving the same listing from more than one source, which report shall identify in reasonable detail both the listing and the reason that it was not displayed. In addition, during the Term, Partner may elect to append or augment the Licensed Content with listings content or portions of listings content received from other third-party providers in an effort to maximize the quality of data displayed by Partner through the Partner Services, provided that: (v) in so doing, Partner shall not be permitted to replace any portion of the Licensed Content with any listings content or portions of listings content received from any third-party provider, (x) for all listings within the Licensed Content, Partner must, at all times, display at least the minimum fields required to be displayed pursuant to Section 4.5 hereof; (y) Partner must, at all times during the Term, provide the reporting described in Section 4.8 hereof; and (z) in any markets where MSI is providing Listing Content, Partner must not display any listing content or portions thereof from any third-party provider that Partner knows or should reasonably know is a source of inaccurate or outdated data.

4.10 Image Management. MSI provides images in the Listing Content as provided and as available from Content Sources. Images are provided as URL links in the Licensed Content, and the actual images are stored in MSI's image database. Partner shall use the MSI image database to access the images and download them to their own servers prior to displaying to End Users. For the sake of clarity, MSI's image database is not intended to act as the photo server for Partner to display images to its End Users; and Partner is prohibited from using it as such. Partner shall download or otherwise cache images included in the Licensed Content, managing this content independent of MSI's image database. Partner and MSI agree that, for any period of time during which Partner displays images included in the Listing Content directly to End Users but fails to download or otherwise cache images included in the Licensed Content, Partner shall be obligated to compensate MSI for Partner's use of MSI's photo servers, in an amount equal to MSI's actual cost plus a twenty percent (20%) mark-up. MSI will invoice Partner for such amount, and Partner shall pay the full amount of any such invoice within ten (10) days after the date of such invoice.

4.11 Non-Display Uses. In the event that Partner, during the Term, wishes to utilize the Licensed Content within the Partner Services for any purpose other than display: (a) Partner shall be required to obtain MSI's prior written approval of such non-display use, which approval MSI may withhold in its sole discretion; and (b) in the event that MSI grants approval for such non-display use, MSI shall be permitted to offer Content Sources the ability to elect not to

authorize their content to be utilized for such non-display use while still authorizing their content to be displayed within the Partner Services, and Partner shall be obliged to comply with such election. Notwithstanding any provision to the contrary contained herein, Partner is hereby expressly permitted, during the Term only, to incorporate the Licensed Content or portions thereof into real estate market trends, indexes, and averages and to display such trends, indexes, and averages to consumers on the Partner Network. Notwithstanding the foregoing, Partner may not offer for sale or actually sell any trends, indexes, or averages incorporating the Licensed Content or any portion thereof or any product incorporating any such trends, indexes, or averages.

5 FEES.

5.1 **Base Fees.** In addition to the other fees set forth in this Section 5, beginning thirty (30) days after the Effective Date or on the date on which Partner first begins displaying any portion of the Licensed Content on the Partner Services, whichever is earlier, and continuing throughout the Term, Partner shall pay to MSI a base monthly licensing fee of six thousand dollars (\$6,000) per month (the “**Base Monthly Fee**”), payable in advance of each month.

5.2 **Additional Site Fees.** In the event that the Parties, at any time during the Term, add any Additional Site(s) to the Partner Network as described in Section 1.10 hereof, then, in addition to the other fees set forth in this Section 5, Partner shall pay, for each such Additional Site, an additional monthly licensing fee as agreed by the Parties in writing at the time that such Additional Site is added to Exhibit A (the “**Additional Site Fee**”).

5.3 **Payment.** The Base Monthly Fee for the first month after the Effective Date must be paid within ten (10) days after the Effective Date. Thereafter, MSI will invoice Partner for the Base Monthly Fee and any Additional Site fees at the beginning of each month. All invoiced amounts shall be due upon receipt of an invoice therefor. In the event that Partner neglects to pay any amount due under this Agreement within thirty (30) days after such amount is due, MSI may, effective immediately on written notice to Partner (email to suffice), suspend the delivery of Data Feeds to Partner until such time as Partner pays such amount in full, provided that all other provisions of this Agreement shall remain in full force and effect during any such suspension. All payments under this Agreement are exclusive of taxes imposed by any governmental entity. Partner shall pay any applicable sales taxes. MSI shall pay any applicable taxes, including use, personal property, value-added, excise, customs fees, import duties or stamp duties or other taxes and duties imposed by governmental agencies of whatever kind and imposed with respect to MSI's business as described under this Agreement, including penalties and interest, but specifically excluding taxes based upon Partner's net income.]

6 **MLS-SOURCED DATA.** In the event that Partner, as of the Effective Date, directly or indirectly operates, or, at any later time during the Term, begins to directly or indirectly operate any business or platform that distributes MLS-Sourced Data (as such term is defined below) to any website outside of the Partner Network, then: (a) in the event that Partner already operates, directly or indirectly, such a business or platform as of the Effective Date, Partner shall include a description of such business or platform as Exhibit A-1 hereto; and/or (b) in the event that Partner begins, at a later time during the Term, to directly or indirectly operate such a business or platform, Partner shall provide MSI prompt written notice of such, which written notice must be provided no later than the earlier of: (i) ten (10) days after the date on which Partner first enters into an agreement with a content source pursuant to which Partner acquires MLS-Sourced Data, or rights thereto, for distribution to any website outside of the Partner Network; and (ii) ninety (90) days prior to Partner actually beginning to directly or indirectly operate any such business or platform. In the event that Partner provides such notice to MSI, MSI shall be permitted to terminate this Agreement at any time thereafter, effective immediately upon written notice to Partner. Such termination right is in addition to the termination rights contained in Section 11.2 hereof. As used herein, “**MLS-Sourced Data**” shall mean data pertaining to real properties that Partner receives or accepts either (i) directly from a MLS, or (ii) from one or more third-parties that receive such data, either directly or indirectly, from a MLS. Partner agrees that it shall not, during the Term, (1) accept MLS-Sourced Data from any source that Partner knows or has reason to know is distributing such MLS-Sourced Data without the express authorization of the applicable MLS, or (2) solicit MLS-Sourced Data directly for any purpose for which the Platform uses such data from any MLS, broker, or agent participating in the Platform without MSI's express written consent.

7 **WARRANTIES AND DISCLAIMER.** Each party represents and warrants that it has full power and authority to enter into the Agreement. Except as expressly provided for herein, NEITHER PARTY MAKES ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING

WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NONINFRINGEMENT.

8 INDEMNIFICATION. Partner will indemnify, defend, or at its option settle, any third party lawsuit or proceeding brought against MSI, its Affiliates, and any of their respective officers, directors, employees and agents, based upon or otherwise arising out of: (1) a claim alleging facts that would constitute a breach of Partner's warranties per this Agreement, and (2) Partner's use of any Licensed Content, including without limitation Partner's display of the Licensed Content pursuant to Section 4.5 hereof. MSI will: (i) promptly notify Partner of such claim, (ii) provide Partner with reasonable information, assistance and cooperation, at Partner's expense, in defending the lawsuit or proceeding, and (iii) give Partner full control and sole authority over the defense and settlement of such claim, subject to MSI's approval of any such settlement, which approval will not be unreasonably withheld or delayed.

9 LIMITATION OF LIABILITY. EXCEPT FOR (I) PARTNER'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 8, AND (II) BREACHES OF CONFIDENTIALITY UNDER SECTION 10, (A) NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST DATA, LOST PROFITS, LOST REVENUE OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO CONTRACT OR TORT (INCLUDING PRODUCTS LIABILITY, STRICT LIABILITY AND NEGLIGENCE), AND WHETHER OR NOT SUCH PARTY WAS OR SHOULD HAVE BEEN AWARE OR ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY STATED HEREIN, AND (B) IN NO EVENT SHALL EITHER PARTY'S TOTAL AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED FIFTY THOUSAND DOLLARS (\$50,000). The parties agree that (i) the mutual agreements made in this Section reflect a reasonable allocation of risk, and (ii) that each party would not enter into the Agreement without these limitations on liability.

10 CONFIDENTIALITY; PR. Information that is disclosed by one party to the other party, and that is marked "confidential" (including this Agreement), will be treated as confidential by the receiving party. The receiving party will not disclose to a third party such information, or use such information other than for the purposes for which it was provided, without the written consent of the other party; this limitation will apply for a period of one year after disclosure of such confidential information. The foregoing limitations do not apply to the extent such information: (a) is or subsequently becomes publicly available other than through a breach of these limitations; (b) is already known to the receiving party at the time of disclosure; (c) is developed by the receiving party independent of such information; or (d) is rightfully received from a third party without restrictions on disclosure or use. Neither party will issue any public announcement regarding the existence or content of this Agreement without the other party's prior written approval. Notwithstanding the foregoing, (y) either party may include the other party's marks, names and logos in presentations, marketing materials, and customer lists for general marketing purposes upon approval by the other party; and (z) no provision of this Section 10 shall be construed to prevent either party from exercising its rights or performing its obligations under Exhibit B hereto.

11 TERM AND TERMINATION.

11.1 Term. This Agreement will begin on the Effective Date and, unless earlier terminated in accordance with this Agreement, will expire twenty-four (24) months thereafter (the "**Initial Term**"). Thereafter, this Agreement will automatically renew for additional one (1) year terms unless either party notifies the other party in writing of its intent to not renew at least ninety (90) days prior to the end of the then-current term (the Initial Term and all such renewal terms, collectively, the "**Term**").

11.2 Termination. MSI may terminate this Agreement for any or no reason upon ninety (90) days prior written notice to Partner. In addition, either party may terminate this Agreement: (a) immediately upon written notice to the other party if (1) the other party files a petition for bankruptcy, becomes insolvent, or makes an assignment for the benefit of its creditors, or a receiver is appointed for the other party or its business, or (2) the other party breaches Section 10 of this Agreement (Confidentiality; PR) in a manner that has a reasonable likelihood of causing material harm to the other party's business; or (b) if the other party materially breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice thereof. Such termination rights are in addition to the termination right contained in Sections 6 and 12 hereof.

11.3 Effects of Termination, Expiration. Immediately upon the expiration or termination of this Agreement for any reason, Partner will cease all use display of Licensed Content to End Users. Sections 2.2, 2.3, 5 (with respect to amounts that become due during the Term only), and 8 through 12 will survive any termination or expiration of this Agreement. If Agreement is terminated as a result of MSI's material breach of this Agreement, MSI will promptly refund to Partner that portion of any payment, if any, made by Partner intended to cover any portion of the remainder of the Term.

12 MISCELLANEOUS. Each party will comply with all laws, rules and regulations, if any, applicable to it in connection with the performance of its obligations under the Agreement. All notices will be in English and in writing and (a) if sent to MSI to the address identified above and (b) if sent to Partner to address identified above. Notice will be deemed given (i) upon receipt when delivered personally, (ii) upon written verification of receipt from overnight courier, or (iii) upon verification of receipt of registered or certified mail. Except as expressly set forth herein, neither party may assign or otherwise transfer its rights or delegate its obligations under the Agreement, in whole or in part, provided however that: (a) MSI may assign its rights or delegate its obligations hereunder to any person or entity that acquires all or substantially all of its assets, provided however that MSI shall provide Partner written notice of such assignment or delegation promptly thereafter; and (b) Partner may assign its rights or delegate its obligations hereunder to any person or entity that acquires all or substantially all of its assets, provided however that (i) Partner must provide MSI written notice of any such assignment or delegation no less than ten (10) days prior to any such assignment or delegation; and, MSI shall be permitted, in its sole discretion, to terminate this Agreement at any time within thirty (30) days after receiving such notice, effective immediately upon providing written notice of termination to Partner. Any assignment or other transfer of rights or delegation by a party in accordance with this Section 12 shall not operate to relieve such assigning party of its responsibilities under this Agreement. The assigning party will require its assignees, transferees, or delegates to agree, in writing, to the terms and conditions of this Agreement. This Agreement and any claim or dispute of whatever nature arising out of or relating to this Agreement will be governed by and construed in accordance with the laws of the State of California and applicable federal U.S laws, without giving effect to any choice of law principles that would require the application of the laws of a different state. This Agreement may be executed in counterparts, including facsimile counterparts, each of which will be deemed an original and all of which when taken together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement by persons duly authorized as of the Effective Date.

Move Sales, Inc. _____

By: _____ By: _____

Print Name: Celeste Starchild Print Name: _____

Title: Vice President and General Manager, ListHub Title: _____

Date: _____ Date: _____

EXHIBIT A

PARTNER SERVICES DESCRIPTION

Description of Partner Services:

Sub-URLs and Mobile Applications within the Partner Network:

Subdomains:

Mobile Applications:

EXHIBIT A-1

DISCLOSURE PERTAINING TO DISTRIBUTION OF MLS-SOURCED DATA

(To be completed by Partner if applicable)

EXHIBIT B
MARKETING PLAN

Marketing.

1. MSI shall perform the following marketing tasks:
 - MSI shall make an announcement to all current registered brokers and all currently configured MLSs regarding the availability of the new Partner within the Platform, including a short description of the Partner and its value propositions.
 - MSI shall include the logo and short description of Partner in the Platform for display to all registered brokers.
 - MSI may make available to Partner additional marketing opportunities as they become available.
2. During the Term, Partner shall publicly endorse MSI as its preferred syndication partner and shall publicly endorse the Platform as (a) Partner's "largest partner for listing syndication"; (b) "one of the most accurate and timely data feeds"; and (c) a "trusted partner for communicating Partner's metrics through the Platform's reporting". If MSI so elects, Partner shall make such endorsement via a joint press release, the content and form of which shall be agreed to by the parties, which approval shall not be unreasonably withheld or delayed, issued upon the execution of the Agreement. Partner shall also make such endorsement via such other means as Partner and MSI shall agree from time to time.
3. Except as set forth herein or otherwise agreed to in writing, Partner agrees that it will not, in the course of performance of this Agreement, or thereafter, use or refer to in any advertising, publicity, promotional, marketing, or other materials, media, or activities, any name, trade name, trademark, service mark, logo, or any other designation of MSI or ListHub without the prior written consent of MSI.
4. Notwithstanding any provision to the contrary contained in the Agreement, each party shall be permitted to disclose, in connection with such party's customer support, marketing, and promotional efforts, and/or in connection with performing such party's obligations under the Agreement: (a) the fact that the parties have entered into an agreement pursuant to which MSI will provide the Licensed Content to Partner for display within the Partner Services and pursuant to which Partner will provide reporting metrics to MSI; (b) the terms on which such Licensed Content may be displayed or used within the Partner Services, as set forth in Section 4 of this Agreement; and (c) the types of reporting metrics that will be provided, as set forth in Section 4 of this Agreement.

EXHIBIT C

LICENSED CONTENT DATA SPECIFICATION

ListHub Listing Data Fields

Address 1	List Office Address 1	Cooling Systems
Address 2	List Office Address 2	Has Deck Y/N
City	List Office City	Has Disabled Access Y/N
State	List Office State	Has Dock Y/N
Postal Code	List Office Postal Code	Has Doorman Y/N
Country	List Office Country	Has Double Pane Windows Y/N
List Price	List Office Website	Has Elevator Y/N
Listing URL	Brokerage Name	Exterior Types
Provider Name	Brokerage Phone	Has Fireplace Y/N
Bedrooms	Brokerage Email	Floor Coverings
Bathrooms	Brokerage Website URL	Has Garden Y/N
Property Type	Brokerage Address 1	Has Gated Entry Y/N
Property Sub Type	Brokerage Address 2	Has Greenhouse Y/N
Listing Key	Brokerage City	Heating Fuels Y/N
Listing Category (Sale, Rent)	Brokerage State	Heating Systems Y/N
Listing Status	Brokerage Postal Code	Has Hot Tub Spa Y/N
Disclose Address Y/N	Brokerage Country	Intercom Y/N
Automated Valuation Display Y/N	Franchise Name	Has Jetted Bath Tub
Consumer Comments Y/N	Latitude	Has Lawn Y/N
Photo URLs	Longitude	Legal Description
Photo Modification Timestamp	Elevation	Has Mother In Law Y/N
Listing Description (Public Remarks)	Directions	Is New Construction Y/N
Mls Id	County	Num Floors
Mls Name	Parcel Id	Num Parking Spaces
Mls Number	Subdivision	Parking Types
Living Area	Neighborhood Name	Has Patio Y/N
Lot Size	Open House Date	Has Pond Y/N
Year Built	Open House Start Time	Has Pool Y/N
Listing Date	Open House End Time	Has Porch
Listing Title	Open House Description	Roof Types
Full Bathrooms	Elementary School Name	Room Count
Partial Bathrooms	Middle School Name	Room Types
Foreclosure Status	High School Name	Has RV Parking Y/N
List Agent First Name	School District Name	Has Sauna Y/N
List Agent Last Name	Annual Tax Fee	Has Security System Y/N
List Agent Phone	Monthly Association Fee	Has Skylight Y/N
List Agent Email	Appliances	Has Sports Court Y/N
List Agent Website URL	Architecture Style	Has Sprinkler System Y/N
List Agent Id	Has Attic Y/N	Has Vaulted Ceiling Y/N
Virtual Tour URLs	Has Barbecue Area Y/N	View Types
Video URLs	Has Basement Y/N	Is Waterfront Y/N
List Office Key	Building Unit Count	Has Wet Bar Y/N
List Office Id	Is Cable Ready Y/N	Is Wired Y/N
List Office Name	Has Ceiling Fan Y/N	Year Updated
List Office Phone Number	Condo Floor Num	Modification Timestamp

SCHEDULE 1
REPORTING METRICS

1. Consumer Search Metrics.

- a. all applicable search criteria when a consumer begins the search process;
- b. the ListHub Listing ID and/or the property address and/or MLS number, as needed to identify each listing, of each listing that is displayed within the Partner Services and the associated Reporting Metrics as a per listing level with the associated timestamp of the Reporting Metrics;
- c. the counts detailing the number of times that each listing is displayed on a Partner Site, an Additional Site, or a Partner Mobile App as the result of an End User search on a page viewable by an End User showing search results (i.e., more than one listing); and
- d. the counts detailing the number of times an End User accesses the detail page within a Partner Site, an Additional Site, or a Partner Mobile App to view more details on a specific listing (typically a page which shows detailed information on only one listing).

2. Consumer Engagement Metrics.

- a. the number of times an End User utilizes an electronic process on the Partner Site, an Additional Site, or a Partner Mobile App to share a listing with another consumer (e.g., "Share with a Friend" functionality);
- b. the number of times an End User utilizes an electronic process on the Partner Site, an Additional Site, or a Partner Mobile App to post a listing to Facebook;
- c. the number of times an End User saves a listing as a "favorite" (or similar designation) on the Partner Site, an Additional Site, or a Partner Mobile App;
- d. the number of times an End User requests, on the Partner Site, an Additional Site, or a Partner Mobile App, a notification in the event that the price of a listing changes;
- e. the number of times an End User prints a listing on the Partner Site, an Additional Site, or a Partner Mobile App;
- f. the number of times an End User accesses information regarding nearby schools from a listing on the Partner Site, an Additional Site, or a Partner Mobile App;
- g. the number of times an End User utilizes an electronic process on the Partner Site, an Additional Site, or a Partner Mobile App to generate driving directions to a listing;
- h. the number of times an End User clicks on a link or initiates another process on a listing detail page on the Partner Site, an Additional Site, or a Partner Mobile App to inquire regarding mortgage-related information;
- i. the number of times an End User views a photo on a listing detail page on the Partner Site, an Additional Site, or a Partner Mobile App, which count shall provide the number of photos viewed by such End User while on such listing detail page.
- j. the number of times an End User clicks on a link on a listing to view a neighboring property of such listing;
- k. the number of times an End User clicks on a link on a listing to view a recently sold property; and

- I. the number of times an End User clicks on a link to be redirected to a listing's broker's or agent's website.
3. Lead Metrics.
 - a. the number of times an End User contacts, via email or other electronic means, the Content Source or applicable brokers or agents within the Content Source directly from a listing that is displayed on the Partner Site, an Additional Site, or a Partner Mobile App (including the number of times an End User contacts multiple brokers or agents within the Content Source simultaneously);
 - b. contacts, via telephone, the Content Source or applicable broker or agent within the Content Source directly from a listing that is displayed on a Partner Mobile App and, in the event that Partner then tracks telephone leads on websites, from a listing that is displayed on a Partner Site or Additional Site; and
 - c. clicks on a link to view the phone number, in the event that Partner hides phone numbers, for the Content Source or applicable broker or agent within the Content Source directly from a listing that is displayed on the Partner Site, an Additional Site, or a Partner Mobile App; and
 - d. Actual lead content and End User contact information that was sent to Content Source or applicable brokers or agents within the Content Source directly from a listing that is displayed on the Partner Site, an Additional Site or a Partner Mobile App.
 4. Directory/Display Ad Metrics.
 - a. the number of times an End User contacts an agent or broker from any directory of agents and/or brokers on a Partner Site, an Additional Site, or a Partner Mobile App;
 - b. the number of times an End User contacts an agent or broker from a display advertisement; and
 - c. the number of impressions delivered for a display advertisement.
 5. Session Data.
 - a. search criteria entered by each End User who fills out a lead form on a Partner Site, Additional Site, or Partner Mobile App during the session in which such End User fills out such lead form;
 - b. properties viewed by such End User;
 - c. all metrics described in item 2, above, for such End User during such session; and
 - d. historical search frequency.