

# Maine Listings Participant/Broker Virtual Office Website Agreement

This **AGREEMENT** is made and entered into by Maine Real Estate Information System, Inc. d/b/a Maine Listings (“**Maine Listings**”), with offices at 92 Darling Avenue, South Portland, ME 04106; the real estate brokerage firm identified as “Participant Party” on the signature page below (“**Participant Party**”); and the individuals or business associations identified as “Consultants” on the signature page below, if any (“**Consultants**”).

## DEFINITIONS

1. For purposes of this Agreement, the following terms shall have the meanings set forth below.

**Confidential Information:** “Confidential Information” means information or material proprietary to a party or designated “confidential” by the party and not generally known to the public that the other parties may obtain knowledge of or access to as a result of this Agreement. Confidential Information includes, but is not limited to, the following types of information (whether in oral, visual, audio, written or other form): (a) all Maine Listings Data, except to the extent to which this Agreement and the Maine Listings Policies permit its disclosure; (b) IP addresses, access codes and passwords; (c) any information that Maine Listings obtains from any third party that Maine Listings treats as proprietary or designates as Confidential Information, whether or not owned or developed by Maine Listings; and (d) any information designated as confidential or private by any applicable state, federal, local or other law, regulation or directive. Confidential Information does not include information that is or becomes publicly available by other than unauthorized disclosure by the receiving party; independently developed by the receiving party; received from a third party who has obtained and disclosed it without breaching any confidentiality agreement; or already possessed by the receiving party at the time of its disclosure.

**Data Interface:** The transport protocols and data storage formats provided by Maine Listings for use by Participant Party and Consultants; Maine Listings may modify the Data Interface in its sole discretion from time to time.

**Days:** Days shall mean Business Days defined as excluding Saturdays, Sundays and any observed Maine State/Federal holidays. Deadlines expressed as a specific date shall end at 5:00 p.m. Eastern Time on such date.

**Mobile Applications:** Any displays of VOW data authorized by Maine Listings Policies and listed in Exhibit A that are not web sites. “Mobile Applications” does not include mass media display of Maine Listings Data.

**Maine Listings Data:** Data relating to real estate for sale, previously sold, or listed for sale, and to Maine Listings Participants (including text, photographs, and all other data formats now known or hereafter invented) entered into Maine Listings’s databases by Maine Listings Participants and Maine Listings, or on their behalf.

**Maine Listings Policies:** Maine Listings’s Rules and Regulations, as amended from time to time, and any operating policies promulgated by Maine Listings. Policies is inclusive of all fees, fines and penalties outlined in the Maine Listings Rules and Regulations, as amended from time to time.

**Participant:** This term has the meaning given to it in the Maine Listings Policies. For purposes of this Agreement, “Participant” does not apply to participants of MLSs other than Maine Listings. Where applied in this Agreement to Participants other than Participant Party, “Participant” also includes Subscribers affiliated with those Participants for whom the Participants are responsible under the laws of the State of Maine.

**Participant Party-Related Persons:** Consultants, if any, and employees of Participant Party who are not Subscribers or broker/managers.

**Subscriber:** Any person holding a real estate license in Maine who is not a Participant but who is subject to a Participant’s supervision under the laws of Maine, including those holding sales agent and associate real estate broker licenses.

**Second Level Domain:** “Second Level Domain” has the meaning given to it in this paragraph. “URL” means a web address, including the “http://” and any material appearing after a slash in the address. “Domain Name” means a URL, less the “http://” and any material appearing to the right of the next slash (/) in the address. (For example, in the URL “Http://janesmith.abcrealty.com/homepage.html”, the Domain Name is “JANESMITH.ABCREALTY.COM”.) “Top Level Domain” means the portion of the Domain Name to the right of the right-most period. (In the example, “COM”.) “Second Level Domain” means that portion of a domain name to the left of the right-most period, up to the second period from the right, if any, plus the Top Level Domain. (In the example, “ABCREALTY.COM”.) “Third Level Domain” means that portion of a domain name to the left of the second period from the right, if any, up to the third period from the right, if any, plus the Second Level Domain. (In the example, “JANESMITH.ABCREALTY.COM”).

**VOW:** Use and display of portions of the Maine Listings Data under the Virtual Office Website (VOW) provisions of the Maine Listings Policies.

## MAINE LISTINGS’S OBLIGATIONS

2. Maine Listings grants to Participant Party a non-exclusive, worldwide license to make copies of, display, perform, and make derivative works of the Maine Listings Data, and the right to sublicense the same to Consultants, during the term of this Agreement, only to the extent expressly permitted by and subject at all times to the terms and restrictions of this Agreement; any other use of the Maine Listings Data is hereby prohibited. All licenses hereunder shall terminate upon the termination of this Agreement. This Agreement is a non-exclusive license, and not a sale, assignment, or exclusive license. Maine Listings retains all rights not expressly granted herein.

3. Maine Listings agrees to provide to Participant Party and Consultants, during the term of this Agreement, except as otherwise terminated or suspended, (a) access to the Maine Listings Data via the Data Interface under the same terms and conditions Maine Listings offers to other Maine Listings Participants; (b) seven Days’ advance notice of changes to the Data Interface; and (c) three Days’ advance notice of changes to the Maine Listings Policies. Maine Listings does not undertake to provide technical support for the Data Interface or the Maine Listings Data. The Data Interface, together with access to the Maine Listings Data, may from time-to-time be unavailable, whether because of technical failures or interruptions, intentional downtime for service or changes to the Data Interface, or otherwise. Any interruption of access to the Data Interface or Maine Listings Data shall not constitute a default by Maine Listings under this Agreement.

## PARTICIPANT PARTY’S OBLIGATIONS

4. Participant Party shall comply with the Maine Listings Policies at all times. In the event of any perceived conflict between the Maine Listings Policies and this Agreement, the Maine Listings Policies shall govern.

5. Participant Party shall use the Maine Listings Data obtained under this Agreement for Participant Party VOW use only. Any other use is strictly prohibited. Participant Party shall not make the Maine Listings Data or the Confidential Information available to any third party unless expressly authorized to do so under this Agreement. Participant Party may display the Maine Listings Data on VOW and Mobile Applications only to the extent permitted by the Maine Listings Policies and then only on a site or sites resident at the Second Level and Third Level Domain(s) and Mobile

Applications indicated on the signature page and in Exhibit A of this Agreement. The provisions of this paragraph shall survive the expiration or other termination of this Agreement in perpetuity.

6. Participant Party acknowledges that ownership and use rights relating to copyrights in the Maine Listings Data are defined in the Maine Listings Policies or in the terms of the participant and subscriber agreements between Maine Listings and Participant Party, or both. Participant Party shall not challenge or take any action inconsistent with Maine Listings's ownership of or rights in the Maine Listings Data. The provisions of this paragraph shall survive the expiration or other termination of this Agreement in perpetuity.

7. If Maine Listings notifies Participant Party of a breach of the Maine Listings Policies or this Agreement and Participant Party does not immediately cure the breach, Participant Party shall hold Consultants harmless from any liability arising from Consultants' cooperation with Maine Listings under Paragraph 10.

8. Participant Party shall pay the fees, if any, that Maine Listings (or its shareholder associations/MLs) customarily charges other Maine Listings Participants for data access. Participant Party acknowledges receipt of Maine Listings's current schedule of such fees, if any. Maine Listings may in its sole discretion establish or modify its schedule of fees upon 30 days' written notice to Participant Party. Participant Party shall be liable for all costs, including reasonable attorney fees, associated with collecting amounts due under this Agreement.

9. Participant Party is surety for Consultants' obligations under this Agreement. The provisions of this paragraph shall survive the expiration or other termination of this Agreement in perpetuity.

## CONSULTANTS' OBLIGATIONS

10. Consultants shall comply with Maine Listings Policies at all times to the extent Maine Listings policies address Consultants' obligations under this Agreement. Consultants shall immediately correct any breach of this Agreement or violation of the Maine Listings Policies within its control, whether committed by Participant Party or Consultants, upon notice from Maine Listings.

11. Consultants acknowledge that (as among the parties to this Agreement) Participant Party and Maine Listings possess all right, title, and interest in all copyrights in the Maine Listings Data. Consultants shall not challenge or take any action inconsistent with Maine Listings's and Participant Party's ownership of or rights in the Maine Listings Data. The provisions of this paragraph shall survive the expiration or other termination of this Agreement in perpetuity.

12. Consultants shall not make the Maine Listings Data or the Confidential Information available to any third party, except on behalf of Participant Party and in a manner consistent with Participant Party's obligations under Paragraphs 4 through 9 of this Agreement; nor shall it make any other use of the Maine Listings Data, whether commercial or personal. **In the event that Consultants provide services to Participants other than Participant Party Consultants must enter separate contracts with Maine Listings. Consultants must ascertain, using the Data Interface on a daily basis, that each Participant to which Consultants provide services remains an eligible Participant. Failure to comply with the provisions of this paragraph, will result in Maine Listings terminating all of Consultants' access to the Maine Listings Data under this Agreement and all similar agreements.** The provisions of this paragraph shall survive the expiration or other termination of this Agreement in perpetuity.

13. Consultants warrant that any effort or use of the Maine Listings Data will not constitute patent infringement of any third party. The provisions of this paragraph shall survive the expiration or other termination of this Agreement in perpetuity.

14. Consultants shall pay the fees, if any, that Maine Listings customarily charges other Consultants for data access. Consultants acknowledge receipt of Maine Listings's current schedule of such fees, if

any. Maine Listings may in its sole discretion establish or modify its schedule of fees upon 30 days' written notice to Consultants. Consultants shall be liable for all costs, including reasonable attorney fees, associated with collecting amounts due under this Agreement.

15. Consultants are surety for Participant Party's obligations to pay fees under Paragraph 8, if any. The provisions of the preceding sentence shall survive the expiration or other termination of this Agreement in perpetuity. Consultants shall notify Maine Listings within five business days of any change to the information relating to it in this Agreement, including change of its corporate name or address. Consultant shall provide to Maine Listings a quarterly list of Participants to whom Consultant is providing services.

## AUDITS OF COMPLIANCE

16. Maine Listings may, or at its option may engage an independent third party to, review, inspect, and test the books, records, equipment, and facilities of Participant Party and Consultants to the extent reasonably necessary to ascertain Participant Party's and Consultants' compliance with this Agreement ("Audit"). Maine Listings may conduct an Audit upon any notice reasonable under the circumstances. Audit activities may include, without limitation, obtaining full access to Participant Party's and Consultants' web sites, Mobile Applications, and systems to ensure that Maine Listings Data is displayed in accordance with the Maine Listings Policies; using all features available to end-users of Participant Party's and Consultants' systems that employ the Maine Listings Data; and posing as consumers to register and test services Participant Party and Consultants make available to consumers using the Maine Listings Data. Maine Listings shall pay the costs it incurs, and the out-of-pocket costs Participant Party and Consultants incur, as part of any Audit; provided, however, Participant Party shall be liable for all costs of any Audit that discloses that Participant Party or Consultants has breached this Agreement. The provisions of this paragraph shall survive the expiration or other termination of this Agreement for one year.

## CONFIDENTIAL INFORMATION

17. The parties shall protect the Confidential Information with the same degree of care they take to protect their own sensitive business information of like kind, but in no event less than reasonable care. A party may disclose Confidential Information if such disclosure is required by law or court order; provided, however, that such party makes commercially reasonable efforts to notify the others in writing in advance of disclosure. Within five days after termination of this Agreement, the receiving party shall return to the disclosing party all Confidential Information of the disclosing party. The receiving party shall also erase or destroy Confidential Information stored on magnetic media or other computer storage. An officer of the receiving party shall certify in writing that all materials have been returned or destroyed.

## TERM AND TERMINATION

18. The term of this Agreement begins on the date that Maine Listings signs it. This Agreement shall terminate upon the occurrence of any of the following events: (a) immediately upon termination of Participant Party's privileges as a Participant in Maine Listings; (b) 30 days after any party's notice to the others of its intent to terminate; (c) 3 days after any party's notice to another that the other has breached this Agreement, provided the breach remains uncured; (d) immediately upon any party's notice to another that the other has breached this Agreement, provided the breach is not susceptible to cure, is one of a pattern of repeated breaches, or has caused the party giving notice irreparable harm; (e) immediately upon Participant Party's notice to a Consultant that Consultant is no longer designated to provide VOW services to it; (f) 60 days of acceptance by Maine Listings for any selection not activated; and (g) as provided in Paragraphs 28 and 31.

19. In the event Participant Party's privileges as a Participant are terminated while this Agreement is in effect, and Maine Listings

subsequently reinstates those privileges, this Agreement shall automatically be reinstated if Maine Listings resumes its obligations under Paragraphs 2 and 3. In the event Participant Party or Consultants breach this Agreement and entitles Maine Listings to terminate under Paragraph 18, Maine Listings may in its sole discretion suspend its performance instead of terminating this Agreement. Maine Listings may make this election by notice to the other parties within three days after the initiation of the suspension. Participant Party's and Consultants' obligations hereunder continue during any period of suspension. In the event of any suspension or termination of this Agreement, Participant Party and Consultants shall make no further use of the Maine Listings Data or any derivative works based on it (except the portions of it relating to Participant Party's own listings) until and unless Participant Party's rights under this Agreement are restored.

## GENERAL PROVISIONS

20. **Applicable law.** This Agreement shall be governed by and interpreted according to the laws of the State of Maine, without regard to its conflicts and choice of law provisions.

21. **Survival of Obligations.** The "Definitions," "Confidential Information," and "General" provisions of this Agreement shall survive its termination or expiration in perpetuity. Other provisions shall survive according to their terms.

22. **Maine Listings' Remedies.** (a) Injunctive relief: Because of the unique nature of the Maine Listings Data and Confidential Information, Participant Party and Consultants acknowledge and agree that Maine Listings would suffer irreparable harm in the event that any of them breaches or threatens to breach its obligations under this Agreement, and that monetary damages would be inadequate to compensate Maine Listings for a breach. Maine Listings is therefore entitled, in addition to all other forms of relief, to injunctive relief to restrain any threatened, continuing or further breach by Participant Party or Consultants, or any one of them, without showing or proving any actual damages sustained by Maine Listings, and without posting any bond. (b) Liquidated damages: Participant Party and Consultants acknowledge that damages suffered by Maine Listings from access to the Maine Listings Data by an unauthorized third party as a result of disclosure of any passwords or an unauthorized disclosure of the Maine Listings Data to a third party would be speculative and difficult to quantify. Accordingly, as a material inducement to Maine Listings to enter into this Agreement, Participant Party and Consultants agree that in the event Participant Party, Participant Party-Related Persons, or Consultants, or its employees, agents, or contractors, disclose any password to access the Maine Listings Data or disclose the Maine Listings Data itself to any unauthorized third party, regardless of whether such disclosure is intentional or negligent, Participant Party and Consultants shall be liable to Maine Listings for liquidated damages in the amount of \$15,000 for each such disclosure and termination of this Agreement. Liability of Participant Party and Consultants under this paragraph is joint and several. (c) Fines and sanctions: Consultants acknowledge that violations of this Agreement and the Maine Listings Policies shall entitle Maine Listings to certain monetary fines and other sanctions, whether such violations are intentional or unintentional. Participant acknowledges that it is surety for such fines, pursuant to Paragraph 8 herein. The fines and sanctions are outlined in the Maine Listings Policies.

23. **Limitation of liability/exclusion of warranties. IN NO EVENT SHALL MAINE LISTINGS BE LIABLE TO PARTICIPANT PARTY OR CONSULTANTS FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES (EVEN IF MAINE LISTINGS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), OR LOST PROFITS ARISING FROM THIS AGREEMENT OR ANY BREACH OF IT. IN NO EVENT SHALL MAINE LISTINGS BE LIABLE TO PARTICIPANT PARTY OR CONSULTANTS FOR ANY AMOUNT IN EXCESS OF THE GREATER OF (A) THE FEES PARTICIPANT PARTY AND CONSULTANTS HAVE PAID MAINE LISTINGS, IF ANY, IN THE YEAR IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO ANY CLAIM FOR DAMAGES; OR (B) \$100. PARTICIPANT PARTY AND**

**CONSULTANTS ACKNOWLEDGE THAT MAINE LISTINGS PROVIDES THE MAINE LISTINGS DATA ON AN "AS-IS," "AS-AVAILABLE" BASIS, WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTY OF TITLE, NON-INFRINGEMENT, AND ACCURACY. MAINE LISTINGS SHALL NOT BE LIABLE TO PARTICIPANT PARTY OR CONSULTANTS FOR ANY CLAIM ARISING FROM INACCURACIES IN THE MAINE LISTINGS DATA, ANY FAILURE TO UPDATE THE MAINE LISTINGS DATA PROMPTLY, OR THE MAINE LISTINGS DATA'S INADEQUACY FOR ANY PARTICULAR USE, WHETHER PERSONAL OR COMMERCIAL. MAINE LISTINGS makes no warranty, including those regarding title, availability, or non-infringement, regarding trademarks licensed under this Agreement, if any.**

24. **Dispute resolution; Attorney's fees.** In the event Maine Listings claims that Participant Party or Consultants have violated the Maine Listings Policies, Maine Listings may, at its option, resolve such a claim according to the disciplinary procedures set out in the Maine Listings Policies, provided Maine Listings does not also base a claim that Participant Party or Consultants have breached this Agreement on the same facts. The parties irrevocably agree, consent, and submit themselves to personal jurisdiction in the courts of the State of Maine located in Cumberland County or the federal court of the United States situated therein, as applicable, which shall have sole and exclusive jurisdiction over any action under this Agreement not subject to Maine Listings's disciplinary procedures. If any party prevails in an action or proceeding to enforce or interpret this Agreement or any provision hereof, it shall be entitled to reasonable attorney's fees and costs for the legal action.

25. **Indemnification.** Subject to Paragraph 23, in the event a party breaches any provision of this Agreement, that party (the Indemnifying Party) shall indemnify the other parties, their subsidiaries and affiliated companies, and all their respective employees, directors, agents, and authorized successors and assigns (the Indemnified Parties), against any and all losses, damages, and costs (including reasonable attorneys' fees) arising from each claim of any third party resulting from the breach. Consultants indemnifies Maine Listings, Participant Party, Subscribers, or customers of Maine Listings, Participant Party, or Subscribers, to whom Consultants provide a product or service using Maine Listings Data, against any and all losses, damages, and costs (including reasonable attorneys' fees) arising from any third party claim of patent infringement. The Indemnified Parties shall (a) promptly notify the Indemnifying Party of any claim and give the Indemnifying Party the opportunity to defend or negotiate a settlement of any such claim at the Indemnifying Party's expense, and (b) cooperate fully with the Indemnifying Party, at the Indemnifying Party's expense, in defending or settling any claim. The Indemnified Parties shall be entitled to engage their own local counsel at the Indemnifying Party's expense.

26. **Notice.** All notices to be given under this Agreement shall be mailed, sent via facsimile transmission, or electronically mailed to the parties at their respective addresses set forth herein or such other address of which any party may advise the others in writing during the term of this Agreement; and shall be effective the earlier of the date of receipt or three days after mailing or other transmission.

27. **No Waiver.** No waiver or modification of this Agreement or any of its terms is valid or enforceable unless reduced to writing and signed by the party who is alleged to have waived its rights or to have agreed to a modification.

28. **No Assignment.** No party may assign or otherwise transfer any of its rights or obligations under this Agreement to any other party without the prior written consent of all other parties to this Agreement. Any purported assignment or delegation in contravention of this paragraph is null and void, and shall immediately cause this Agreement to terminate.

29. **Entire Agreement; Amendment.** Subject to Maine Listings Policies, this Agreement contains the full and complete understanding of the parties regarding the subject matter of this Agreement and supersedes all

prior representations and understandings, whether oral or written, relating to the same. Maine Listings may amend this agreement by providing 30 days' advance notice of the amendment to all other parties; if any party continues to use the Data Interface or the Maine Listings Data after the expiration of the 30-day notice period, that party will be deemed to have agreed to the terms as amended.

30. **Relationship of the Parties.** The parties hereunder are independent contractors. No party shall be deemed to be the agent, partner, joint venturer, franchisor or franchisee, or employee of Maine Listings or have any authority to make any agreements or representations on the behalf of Maine Listings. Each party shall be solely responsible for the payment of compensation, insurance, and taxes of its own employees.

31. **Severability.** Each provision of this Agreement is severable from the whole, and if one provision is declared invalid, the other provisions shall

remain in full force and effect. In the event that any provision of this Agreement is held invalid or unenforceable by a court having jurisdiction over the parties, the invalid or unenforceable provision shall be replaced, if possible, with a valid provision which most closely approximates the intent and economic effect of the invalid provision. In the event any provision of the limitation of liability, exclusion of warranties, or indemnification is held invalid or unenforceable, this Agreement shall immediately terminate.

32. **Counterparts.** This Agreement may be signed on any number of identical counterparts with the same binding effect as if the signatures were on one instrument. Original, faxed or emailed signatures are binding.

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# Maine Listings Participant/Broker Virtual Office Website Agreement

Under this Agreement, **PARTICIPANT PARTY IS PERMITTED TO WORK ONLY WITH THE CONSULTANTS NAMED HERE.** If Participant Party chooses to engage a different Consultant or additional Consultants, Participant Party must enter into a new version of this Agreement with Maine Listings and each such Consultants.

Under this Agreement, **CONSULTANTS ARE PERMITTED TO WORK ONLY WITH THE PARTICIPANT PARTY NAMED HERE.** Consultants may not use data obtained under this Agreement to provide any services to Participants other than Participant Party, or with Subscribers affiliated with Participant Party. Consultants must enter into a new version of this Agreement with Maine Listings and each additional Participant.

If Participant Party will perform its own technical work and there are no Consultants party to this Agreement, Participant Party should cross out the Consultants signature boxes.

**This Agreement is for VOW Use Only.**

<p><b>MAINE LISTINGS:</b> Maine Real Estate Information System, Inc. d/b/a Maine Listings</p> <p>_____ Signature</p> <p><u>Catherine A. Libby</u> _____ Name</p> <p>Date: _____ (effective date of this Agreement)</p> <p><b>Contact for notices and operations matters</b></p> <p>Name: <u>Maine Listings Compliance Team</u> _____ Phone: <u>(207) 780-1366</u> _____ Email: <u>processing@mainelistings.com</u> _____</p>	<p><b>CONSULTANT 1 (Responsible Person)</b></p> <p>_____ Consultant name</p> <p>_____ Signature of owner or officer</p> <p>_____ Name of owner or officer</p> <p><b>Contact for notices and operations matters</b></p> <p>Name: _____ Phone: _____ Email: _____ Mailing: _____</p>
<p><b>PARTICIPANT PARTY</b></p> <p>_____ Participant Party Name</p> <p>_____ Office ID(s)</p> <p>_____ Signature of Authorized Representative</p> <p>_____ Name of Authorized Representative</p> <p><b>Contact for notices and operations matters</b></p> <p>Name: _____ Phone: _____ Email: _____ Mailing: _____</p> <p>_____ Second or Third Level Domain or Mobile Application (VOW Website URL):</p> <p>_____ (If more than one will be used, specify each in Exhibit A.)</p>	<p><b>CONSULTANT 2 (Responsible Person – if applicable)</b></p> <p>_____ Consultant name</p> <p>_____ Signature of owner or officer</p> <p>_____ Name of owner or officer</p> <p><b>Contact for notices and operations matters</b></p> <p>Name: _____ Phone: _____ Email: _____ Mailing: _____</p>

**Maine Listings  
Participant/Broker Virtual Office Website Agreement  
Exhibit A – Additional Requirements**

**Additional Domains and Mobile Applications.** In addition to the Second and Third Level Domains (VOW Website URL) specified on the signature page Participant Party and Consultant may display Maine Listings Data subject to the terms of this Agreement at the following Second and Third Level Domains (VOW Website URLs) and Mobile Applications- attach additional pages if necessary. **Additional fees apply for the use of Maine Listings Data at multiple domains.**

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# Maine Listings Participant/Broker Virtual Office Website Agreement

## Fee Schedule

As consideration for the rights granted to *Consultant* herein, *Consultant* shall pay *Maine Listings* the following fees (collectively, the “*Fees*”).

(a) *Setup Fee*. *Consultants* receiving a *Maine Listings* VOW datafeed shall pay *Maine Listings* a “*Setup fee*” of Six Hundred Dollars (\$600.00) for each separate and distinct datafeed. \**Setup Fee* and initial *quarterly fee* due and payable with this Agreement.

(b) *Setup Fee*. *Participant* requesting a *Maine Listings* VOW datafeed shall pay *Maine Listings* a “*Setup fee*” of Six Hundred Dollars (\$600.00) for each separate and distinct datafeed. \**Setup Fee* due and payable with this Agreement.

(c) *Quarterly Fees*. *Consultants* receiving a *Maine Listings* VOW datafeed shall pay *Maine Listings* a “*quarterly fee*” of Two Hundred Dollars (\$200.00) for each separate and distinct datafeed. Initial fee due and payable with submission of Participant/Broker Virtual Office Website Agreement, thereafter on the first day of January, April, July and October during the Term of the Agreement.

i. The *Quarterly Fee* shall apply even if no *Participant* has obtained and/or has used any of *Consultant's* *Products*. Upon paying the *Quarterly Fee*, *Consultant* shall also deliver to *Maine Listings* a written report that sets forth the identity of each *Participant*, as well as which of *Consultant's* *Products* each such *Participant* is using. *Consultant* acknowledges and agrees that *Maine Listings* is entitled (but not obligated) to rely on such report, and that *Consultant* shall be bound by such report. *Maine Listings* shall have the right to audit such report, and, if requested, *Consultant* shall provide documentation necessary to support the accuracy of such report. *Maine Listings* also has the right (but not the obligation) to monitor access to and usage of the *Consultant's* *Products* by *Participants* (such monitoring may include, but may not be limited to, creating a separate login process that requires each *Participant* to provide certain public and private identification, such as user names and *passwords*).

ii. *Participant* shall pay *Maine Listings* a *quarterly fee* of One Hundred Dollars (\$100.00) for each additional VOW Website.

iii. *Maine Listings* reserves the right to increase the *Quarterly Fee*. If *Maine Listings* increases the *Quarterly Fee*, *Maine Listings* shall provide *Consultant* and/or *Participant* with email or written notice of such increase at least thirty (30) days prior to the effective date of the increase.

(d) *Initial Compliance Review*: Failure to submit the website for compliance review by *Maine Listings* staff within 60 days of the effective date of this Agreement will cause this Agreement to be terminated as provided in Paragraph 16(f). To reactivate, *Participant* Party and *Consultant* will be required to resubmit a new Participant/Broker Virtual Office Website Agreement including all applicable fees.

(e) *Changes to the Site and Penalties*: *Consultant* will review the VOW policies of *Maine Listings* and resubmit any site change involving VOW data or data prior to public activation. Fees, fines and Penalties are outlined in the *Maine Listings* Policies.

**This Information Is Required (\*)**

\*Consultant Name (Responsible Person): \_\_\_\_\_

\*Address: \_\_\_\_\_

\*City: \_\_\_\_\_ \*State: \_\_\_\_\_ \*Zip: \_\_\_\_\_

\*Phone: \_\_\_\_\_ \*Fax: \_\_\_\_\_

\*Responsible Person's Email: \_\_\_\_\_

\*IP Address of Server Requesting Data: \_\_\_\_\_

\*RETS Application Name: \_\_\_\_\_

\*User-Agent Name: \_\_\_\_\_

\*RETS Version: \_\_\_\_\_

\*Name of Authorized Contact for Billing: \_\_\_\_\_

Consultant Billing Address (if different from above): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

\*Billing Contact's Email: \_\_\_\_\_

Participant's VOW **must** be submitted to Maine Listings staff for a compliance review prior to being made generally available to the public.

**NOTE:** If a formal business entity has been incorporated or organized: A copy of a current Certificate of Good or Certificate of Existence (generally obtainable from the Secretary of State where incorporated) must be included.

Email Participant/Broker Virtual Office Website Agreement (pages 1 through 8) to: [processing@mainelistings.com](mailto:processing@mainelistings.com) or fax to (207) 780-1367. **Failure to send to the correct email address noted above could delay the processing of this agreement.**