



# **Master Services Agreement**

Dec 12 2015

**Blue Fire Group Inc.**

PO Box 630738  
Littleton CO, 80163-0738

303 225 7600

[www.BlueFireGroup.com](http://www.BlueFireGroup.com)

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## MARKETING SERVICES AGREEMENT

YOU, (the Client) are agreeing to the following terms and conditions (the "Agreement") governing the engagement of Blue Fire Group's (BFG) services.

Your purchase of, or subscription to, or use of, any of the BFG Services shall be deemed to be your Agreement to abide by this Agreement including any materials available on any BFG web sites.

This Agreement comprises this document PLUS Appendix A.

This Agreement governs your acquisition and use of our services. If you register for a free trial for our services, this Agreement will also govern that free trial. By accepting this Agreement, either by clicking a box indicating your acceptance or by executing an order form that references this Agreement, you agree to the terms of this Agreement. If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity and its affiliates to these terms and conditions, in which case the terms "you" or "your" shall refer to such entity and its affiliates. If you do not have such authority, or if you do not agree with these terms and conditions, you must not accept this Agreement and may not use the services.

You may not access the Services if You are Our direct competitor, except with Our prior written consent. In addition, You may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

Unless you have express written permission from Us, you may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, frame in another Web page, use on any other Web site, transfer or sell any information, software, lists of users, databases or other lists, products or services provided through or obtained from the Services, including without limitation, engaging in the practices of "screen scraping", "database scraping", or any other activity with the purpose of obtaining lists of users, properties, leads or other information.

This Agreement is effective between You and Us as of the date of You accepting this Agreement.

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### 1. DEFINITIONS

"Malicious Code" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

"Non-BFG Applications" means online applications and offline software products that are provided by entities or individuals other than Us and are clearly identified as such, and that interoperate with the Services.

"Order Form" means the documents for placing orders hereunder, including addenda thereto, that are entered into between You and Us or any of Our Affiliates from time to time, including addenda and supplements thereto. Order Forms shall be deemed incorporated herein by reference.

"Purchased Services" means Services that You purchase under an Order Form, as distinguished from those provided pursuant to a free trial.

"Services" means the products and services that are ordered by You under an Order Form and made available by Us online via the customer login, including associated offline components, as described in Appendix A and any User Guides. "Services" exclude Non-BFG Applications.

"Subscription" means the level of service that you are purchasing with an Order Form for any period.

"Subscription Period" means the duration of the purchased Subscription.

"User Guide" means the published online user guide for the Services, accessible via your customer account login as updated from time to time. User Guides may not be available for all Services.

"Users" means individuals who are authorized by You to use the Services, and who have been supplied user identifications and passwords by You (or by Us at Your request). Users may include but are not limited to Your employees, consultants, contractors and agents, and third parties with which You transact business.

"We," "Us" or "Our" means the Blue Fire Group Inc. company.

"You" or "Your" means the company or other legal entity for which you are accepting this Agreement.

"Your Data" means all electronic data or information submitted by You to the Purchased Services.

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## 2. PURCHASED SERVICES

2.1. Provision of Purchased Services. We shall make the Purchased Services available to You pursuant to this Agreement and the relevant Order Forms during a Subscription Period. You agree that Your purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Us regarding future functionality or features. You agree that Your purchases hereunder confirm Your acceptance of the Purchased Services.

2.2. User Subscriptions. Unless otherwise specified in the applicable Order Form, (i) Services are purchased as User subscriptions and may be accessed by no more than the specified number of Users, (ii) additional User subscriptions may be added during the applicable subscription term at the same pricing as that for the pre-existing subscriptions thereunder, prorated for the remainder of the subscription term in effect at the time the additional User subscriptions are added, and (iii) the added User subscriptions shall terminate on the same date as the pre-existing subscriptions. User subscriptions are for designated Users only and cannot be shared or used by more than one User but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Services.

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### 3. USE OF THE SERVICES

3.1. Our Responsibilities. We shall: (i) provide Our basic support for the Purchased Services to You at no additional charge, and/or upgraded support if purchased separately, and (ii) use commercially reasonable efforts to make the Purchased Services available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which We shall give at least 24 hours' notice via the Purchased Services), or (b) any unavailability caused by circumstances beyond Our reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Our staff and employees), Internet service provider failures or delays, or denial of service attacks.

3.2. Our Protection of Your Data. We shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data.

3.3. Your Responsibilities. You shall (i) be responsible for Users' compliance with this Agreement, (ii) be responsible for the accuracy, quality and legality of Your Data and of the means by which You acquired Your Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Us promptly of any such unauthorized access or use, and (iv) use the Services only in accordance with Appendix-A and the User Guide and applicable laws and government regulations. You shall not (a) make the Services available to anyone other than Users, (b) sell, resell, rent or lease the Services, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, or (f) attempt to gain unauthorized access to the Services or their related systems or networks.

3.4. MLS Authorization. Your right to display IDX data from Your multiple listing service (MLS) is subject to the entity that controls Your MLS data at all times. You are responsible for obtaining written authorization from the entity (board or association) that controls the MLS data that You intend to display or make available on Your website before You display any such MLS data on Your website. You also agree to make sure that You and Your website comply with all of the MLS rules and/or IDX rules of the entity that controls the MLS data. We are not responsible or liable for any damages, claims, fines, or fees resulting from non-compliance with any such MLS or IDX rules, and We reserve the right to cancel or suspend Your Services if required, or notified by the entity that controls Your MLS data that you are in violation of the rules until your site is deemed in compliance with any such rules.

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### 4. NON-BLUE FIRE GROUP PROVIDERS

4.1. Acquisition of Non-BFG Products and Services. We may from time to time make available to You third-party products or services, including but not limited to Non-BFG Applications and implementation, customization and other consulting services. Any acquisition by You of such Non-BFG products or services, and any exchange of data between You and any Non-BFG provider, is solely between You and the applicable Non-BFG provider. We do not warrant or support Non-BFG products or services, whether or not they are designated by Us as "certified" or otherwise, except as specified in an Order Form.

Subject to Section 4.3 (Integration with Non-BFG Services), no purchase of Non-BFG products or services is required to use the Services except a supported computing device, operating system, web browser and Internet connection.

4.2. Non-BFG Applications and Your Data. If You install or enable Non-BFG Applications for use with Services, You acknowledge that We may allow providers of those Non-BFG Applications to access Your Data as required for the interoperation of such Non-BFG Applications with the Services.

4.3. Integration with Non-BFG Services. The Services may contain features designed to interoperate with Non-BFG Applications (e.g., Google, Facebook or Twitter applications). To use such features, You may be required to obtain access to such Non-BFG Applications from their providers. If the provider of any such Non-BFG Application ceases to make the Non-BFG Application available for interoperation with the corresponding Service features on reasonable terms, We may cease providing such Service features without entitling You to any refund, credit, or other compensation.

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## 5. FEES AND PAYMENT FOR PURCHASED SERVICES

5.1. Fees. You shall pay all fees specified in all Order Forms hereunder. Except as otherwise specified herein or in an Order Form, (i) fees are based on services purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable. Subscription fees are based on the Subscription Period specified in the applicable Order Form, which begins on the subscription start date and each anniversary thereof. If the subscription purchased is decreased at any time then the new subscription fee will apply at the start of the next period, and if the Subscription purchased is increased in the middle of a period, the amount of increase will be subject to a pro-rated charge to the end of the Subscription Period, and the new total subscription fee will apply for the next period and remaining periods in the Term of the Agreement.

5.2. Invoicing and Payment. You will provide Us with valid and updated credit card information, or with a valid purchase order or alternative document reasonably acceptable to Us. If You provide credit card information to Us, You authorize Us to charge such credit card for all Services listed in the Order Form for the initial period and any subsequent periods remaining in the Term. Such charges shall be made monthly in advance or in accordance with any different billing frequency stated in the applicable Order Form. If the Order Form specifies that payment will be by a method other than a credit card, We will invoice You in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced charges are due net 30 days from the invoice date. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information.

5.3. Overdue Charges. If any charges are not received from You by the due date, then at Our discretion, (a) such charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid, and/or (b) We may condition future subscription renewals on payment terms shorter than those specified in Section 5.2 (Invoicing and Payment).

5.4. Suspension of Service and Acceleration. If any amount owing by You under this or any other Agreement for Our services is 30 or more days overdue (or 10 or more days overdue in the case of amounts You have authorized Us to charge to Your credit card), We may, without limiting Our other rights and remedies, accelerate Your unpaid fee obligations under such Agreements so that all such obligations become immediately due and payable, and suspend Our services to You until such amounts are paid in full. We will give You at least 7 days' prior notice that Your account is overdue, in accordance with Section 12: Notice, before suspending services to You.

5.5. Payment Disputes. We shall not exercise Our rights under Section 5.3 (Overdue Charges) or 5.4 (Suspension of Service and Acceleration) if You are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.

5.6. Taxes. Unless otherwise stated, Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this paragraph, the appropriate amount shall be invoiced to and paid by You, unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against it based on Our income, property and employees.

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## 6. PROPRIETARY RIGHTS

6.1. Reservation of Rights in Services. Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to the Services, including but not limited to related intellectual property rights, designs, layouts, content, program code, scripts, database structures, proprietary strategies and processes. This Agreement is not a Sale and does not convey to You any rights of ownership in or related to the Services. No rights are granted to You hereunder other than as expressly set forth herein.

6.2. Restrictions. You shall not (i) permit any third party to access the Services except as permitted herein or in an Order Form, (ii) create derivate works based on the Services except as authorized herein, (iii) copy or mirror any part or content of the Services, (iv) reverse engineer the Services, or (v) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services.

6.3. Your Applications and Code. If You, a third party acting on Your behalf, or a User creates applications or program code using the Services, You authorize Us to host, copy, transmit, display and adapt such applications and program code, solely as necessary for Us to provide the Services in accordance with this Agreement. Subject to the above, We acquire no right, title or interest from You or Your licensors under this Agreement in or to such applications or program code, including any intellectual property rights therein.

6.4. Your Data. Subject to the limited rights granted by You hereunder, We acquire no right, title or interest from You or Your licensors under this Agreement in or to Your Data, including your website content, and any intellectual property rights therein.

6.5. Suggestions. We shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by You, including Users, relating to the operation of the Services.

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## 7. CONFIDENTIALITY

7.1. Definition of Confidential Information. As used herein, "Confidential Information" means all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information shall include Your Data; Our Confidential Information shall include the Services; and Confidential Information of each party shall include the terms and conditions of this Agreement and all Order Forms, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than Your Data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

7.2. Protection of Confidential Information. The Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality Agreements with the Receiving Party containing protections no less stringent than those herein. Neither party shall disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates and their legal counsel and accountants without the other party's prior written consent.

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## 8. WARRANTIES AND DISCLAIMERS

8.1. Our Warranties. We warrant that (i) We have validly entered into this Agreement and have the legal power to do so, (ii) the Services shall perform materially in accordance with Appendix-A and the User Guide, (iii) subject to Section 4.3 (Integration with Non-BFG Services), the functionality of the Services will not be materially decreased during a Subscription Period, and (iv) We will not transmit Malicious Code to You, provided it is not a breach of this subpart (v) if You or a User uploads a file containing Malicious Code into the Services and later downloads that file containing Malicious Code.

For any breach of a warranty above, Your exclusive remedy shall be as provided in Section 11.3 (Termination for Cause) and Section 11.4 (Refund or Payment upon Termination) below.

8.2. Your Warranties. You warrant that You have validly entered into this Agreement and have the legal power to do so.

8.3. Disclaimer. Except as expressly provided herein, neither party makes any warranties of any kind, whether express, implied, statutory or otherwise, and each party specifically disclaims all implied warranties, including any warranties of merchantability or fitness for a particular purpose, to the maximum extent permitted by applicable law.

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## 9. MUTUAL INDEMNIFICATION

9.1. Indemnification by Us. We shall defend You against any claim, demand, suit, or proceeding made or brought against You by a third party alleging that the use of the Services as permitted hereunder infringes or misappropriates the intellectual property rights of a third party (a "Claim Against You"), and shall indemnify You for any damages, attorney fees and costs finally awarded against You as a result of, and for amounts paid by You under a court approved settlement of, a Claim Against You; provided that You (a) promptly give Us written notice of the Claim Against You; (b) give Us sole control of the defense and settlement of the Claim Against You (provided that We may not settle any Claim Against You unless the settlement unconditionally releases You of all liability); and (c) provide to Us all reasonable assistance, at Our expense. In the event of a Claim Against You, or if We reasonably believe the Services may infringe or misappropriate, We may in Our discretion and at no cost to You (i) modify the Services so that they no longer infringe or misappropriate, without breaching Our warranties under "Our Warranties" above, (ii) obtain a license for Your continued use of the Services in accordance with this Agreement, or (iii) terminate Your Subscriptions for such Services upon 30 days' written notice and refund to You any prepaid fees covering the remainder of the term of such Subscriptions after the effective date of termination.

9.2. Indemnification by You. You shall defend Us against any claim, demand, suit or proceeding made or brought against Us by a third party alleging that Your Data, or Your use of the Services in breach of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law (a "Claim Against Us"), and shall indemnify Us for any damages, attorney fees and costs finally awarded against Us as a result of, or for any amounts paid by Us under a court-approved settlement of, a Claim Against Us; provided that We (a) promptly give You written notice of the Claim Against Us; (b) give You sole control of the defense and settlement of the Claim Against Us (provided that You may not settle any Claim Against Us unless the settlement unconditionally releases Us of all liability); and (c) provide to You all reasonable assistance, at Your expense.

9.3. Exclusive Remedy. This Section 9 (Mutual Indemnification) states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section.



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## 10. LIMITATION OF LIABILITY

10.1. Our responsibilities are defined by, and restricted to those items specified the appropriate Service Definition.

10.2. SE Performance. We assume no liability for how and where your Web Sites appear in Internet Search Engines/Directories as such placement is acknowledged by you to be at the discretion of the Search Engine/ Directory providers.

10.3. Return on Investment. You understand that We have made no guarantees as to the performance, success or return on investment of the Service.

10.4. Browser Versions. We do not represent or warrant that the Service will work with browser software other than Microsoft Internet Explorer version 8 or later, FireFox Version 5 or higher, Google Chrome Version 24 or higher and Safari version 5 and higher. We do not represent or warrant that the appropriate Service Administration systems for use by you to manage the Service will only work with Internet Explorer version 8 or higher, FireFox Version 5 and higher and Google Chrome version 24 and higher.

10.5. Limitation of Liability. Neither party's liability with respect to any single incident arising out of or related to this Agreement (whether in contract or tort or under any other theory of liability) shall exceed the amount paid by you hereunder in the 12 months preceding the incident, provided that in no event shall either party's aggregate liability arising out of or related to this Agreement (whether in contract or tort or under any other theory of liability) exceed the total amount paid by you hereunder. The foregoing shall not limit your payment obligations under section 5 (fees and payment for purchased services).

10.6. Exclusion of Consequential and Related Damages. In no event shall either party have any liability to the other party for any lost profits or revenues or for any indirect, special, incidental, consequential, cover or punitive damages however caused, whether in contract, tort or under any other theory of liability, and whether or not the party has been advised of the possibility of such damages. The foregoing disclaimer shall not apply to the extent prohibited by applicable law.

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## 11. TERM AND TERMINATION

11.1. Term of Agreement. This Agreement commences on the date You accept it and continues until all Subscriptions granted in accordance with this Agreement have expired or been terminated. If You elect to use the Services for a free trial period and do not purchase a subscription before the end of that period, this Agreement will terminate at the end of the free trial period.

11.2. Subscription Period. Subscriptions purchased by You commence on the start date specified in the applicable Order Form and continue for the subscription period specified therein. Except as otherwise specified in the applicable Order Form, all Subscriptions shall automatically renew for additional periods equal to the expiring subscription period, unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant subscription period. The per-unit pricing during

any such renewal period shall be the same as that during the prior period unless We have given You written notice of a pricing increase at least 60 days before the end of such prior period, in which case the pricing increase shall be effective upon renewal and thereafter. Any such pricing increase shall not exceed 7% of the pricing for the relevant Services in the immediately prior Subscription Period, unless the pricing in such prior period was designated in the relevant Order Form as promotional or one-time.

11.3. Termination for Cause. A party may terminate this Agreement for cause: (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

11.4. Refund or Payment upon Termination. Upon any termination for cause by You, We shall refund You any prepaid fees covering the remainder of the period of all subscriptions after the effective date of termination. Upon any termination for cause by Us, You shall pay any unpaid fees covering the remainder of the term of all Order Forms after the effective date of termination. In no event shall any termination relieve You of the obligation to pay any fees payable to Us for the period prior to the effective date of termination.

11.5. Return of Your Data. Following Termination, we shall have no obligation to maintain or provide any of Your Data and shall thereafter, unless legally prohibited, delete all of Your Data in Our systems or otherwise in Our possession or under Our control.

11.6. Surviving Provisions. Section 3.4 (MLS Authorization), 5 (Fees and Payment for Purchased Services), 6 (Proprietary Rights), 7 (Confidentiality), 8.3 (Disclaimer), 9 (Mutual Indemnification), 10 (Limitation of Liability), 11.4 (Refund or Payment upon Termination), 11.5 (Return of Your Data), 12 (Notices, Governing Law and Jurisdiction) and 13 (General Provisions) shall survive any termination or expiration of this Agreement.

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## 12. NOTICES AND GOVERNING LAW

12.1. Methods of giving notice. We may give notice by means of a general notice on the Service, electronic mail to your e-mail address on record in Your account information, or by written communication sent by first class mail or pre-paid post to your address on record in Your account information. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email). You may give notice to Us (such notice shall be deemed given when received by Us) at any time by email to: [bfginfo@bluefiregroup.com](mailto:bfginfo@bluefiregroup.com), or recorded delivery of a letter sent to BLUE FIRE GROUP INC., PO BOX 630738, LITTLETON, CO 80163-0738, USA.

12.2. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

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### 13. GENERAL PROVISIONS

13.1. **Modification of Terms.** We reserve the right to modify the terms and conditions of this Agreement or its policies relating to the Service at any time, effective upon posting of an updated version of this Agreement on the Service. You are responsible for regularly reviewing this Agreement. Continued use of the Service after any such changes shall constitute your consent to such changes.

13.2. **Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

13.3. **Waiver.** No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right.

13.4. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

13.5. **Attorney Fees.** You shall pay on demand all of Our reasonable attorney fees and other costs incurred by Us to collect any fees or charges due Us under this Agreement following Your breach of Section 5.2 (Invoicing and Payment).

13.6. **Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. A party's sole remedy for any purported assignment by the other party in breach of this paragraph shall be, at the non-assigning party's election, termination of this Agreement upon written notice to the assigning party. In the event of such a termination, We shall refund to You any prepaid fees covering the remainder of the Subscription Period after the effective date of termination. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

13.7. **Credits.** You agree that the Services may include appropriate and discrete presentations of information that credits Us as the author of the Service.

13.7. **Entire Agreement.** This Agreement, including all exhibits and addenda hereto and all Order Forms, constitutes the entire Agreement between the parties and supersedes all prior and contemporaneous Agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted. However, to the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto or any

Order Form, the terms of such exhibit, addendum or Order Form shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in Your purchase order or other order documentation (excluding Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

## APPENDIX A

### Description of Services and Statement of Intended Use.

#### MY BUYING BUDDY

My Buying Buddy® is a managed Internet Data Exchange ("IDX") solution that includes the Consumer Interface that allows the public to search listings from your local multiple listing service ("MLS") on a personal or company real estate website.

You will be able to manage your leads in the "Leads and Contacts" administration system after you login to the Website.

#### CONSUMER INTERFACE

The Consumer Interface service consists of a number of Templates that allow You to offer the services of My Buying Buddy to consumers via Your website. These include Templates that provide services for at least the following functions:

- Home search
- Login
- Register

The Service Templates may be presented in the Client's website using a variety of technologies such as Javascript / AJAX and Framing.

The Consumer may create an account and then may, as a registered member, perform advanced searches and save properties and searches in their account. The consumer also has the ability to set up each saved search as a regularly executing search that will send them alerts when new properties appear matching their criteria.

The consumer may use the Service to search for properties from the specific local IDX database provided by Your local MLS, with whom You must have a valid agreement for use of the IDX data. The Consumer will see results of property searches and be able to view the details of each property for which additional functions will be made available, including at least the following functions:

- Save Listing / Track the Listing
- Request More Information
- Map it (depending on data availability provided by 3rd party such as Google Mapping APIs)
- Send to a friend

#### LEADS AND CONTACTS

The Leads and Contacts system provides You with a capability to manage the leads entered into Your account, typically via registration of the consumer in Your website.

The Service is available in several editions: a single user system, or as a multi-user system.

The Multi-user system additionally allows for multiple users and the centralized incubation of leads and associated services.

The Leads and Contacts lead management system will provide the following functions (some features may not be available to all editions).

- Manage leads and see and work with contact data and profile information for each lead.
- Create Action Plans / TODO lists for users or members of a team
- Alerts system
- Activity profile for intelligence and analysis on Leads
- Ability to create and use drip-Email and Action plan Campaigns templates
- Ability to Set up Searches and 'just listed' Alerts for registered consumers
- Assign and share Leads and actions with team members
- Reports and Analysis

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#### WORDPRESS WEBSITES

When you order a website We will help you: select a template, add the contact details provided by You to the template and publish the website with standard menus and webpages.

We will publish the website to the Internet, host the website and provide maintenance services to the operating environment of the Website.

Website Services do not include Email Services.