

RED Comps Terms and Conditions

INDIVIDUAL LICENSING AGREEMENT FOR RED COMPS DATABASE

This LICENSE AGREEMENT is between the REAL ESTATE DAILY NEWS, Inc. Tucson AZ. (hereafter referred to as 'RED Comps') and the (LICENSEE). The parties mutually agree to the terms and conditions of this LICENSE AGREEMENT.

LICENSE

A. RED Comps hereby grants to the LICENSEE, a nontransferable and non-exclusive right to use the Database (RED Comps) according to the terms and conditions set forth in this LICENSE AGREEMENT. RED Comps retains the ownership of the Database/s and all portions thereof; RED Comps does NOT transfer any ownership, and the LICENSEE may not reproduce, transfer or transmit in any form or by any means, the Database or any portion thereof without the prior written consent of RED Comps, except as specifically authorized in this LICENSE AGREEMENT.

B. The LICENSEE is not authorized to provide remote access to the Database to their patrons or individuals that are not parties to this LICENSE AGREEMENT who are not expressly and specifically granted access by RED Comps.

C. Through this LICENSE AGREEMENT, the LICENSEE, may download, print and/or make paper copies of citations, abstracts, full text or portions thereof provided the information is used solely for commercial use as related specifically to the business of the licensee. The LICENSEE shall take all reasonable precautions to limit the usage of the Database to those specifically authorized by this LICENSE AGREEMENT.

D. LICENSE agrees that any and all information provided in this database is "as-is" and is provided with the best efforts of the RED Comps. No information in the database is warranted nor guaranteed for accuracy and is provided based on a best efforts on the part of RED Comps

E. This LICENSE AGREEMENT will commence upon receipt of the License Fee from the LICENSE and will terminate on the 365th day thereafter.

II. LIMITED WARRANTY AND RISKS

A. RED Comps makes no representations or warranties of any kind, expressed or implied, including without limitation warranties of merchantability or fitness for a particular purpose. RED Comps neither assumes nor authorizes any other person to assume for RED Comps any other liability in connection with the licensing of the Database/s under this LICENSE AGREEMENT and/or its use thereof by the LICENSEE or their patrons.

B. In no event may the LICENSEE bring any claim or cause of action against RED Comps more than one year after such claim or cause of action arises. Irrespective of the cause or form of action, RED Comps liability under this LICENSE AGREEMENT shall in no event exceed the fee then paid by the LICENSEE for the Database/s giving rise to the claim or cause of action.

C. The LICENSEE and AUTHORIZED SITES agree to indemnify, defend and hold **RED Comps** harmless from and against any and all claims from third parties arising out of or in any way related to LICENSEE's and/or AUTHORIZED SITES use of the Database.

III. PRICE AND PAYMENT

A. License fees have been agreed upon by RED Comps and the LICENSEE, and includes all retrospective issues of the Database/s as well as updates furnished during the term of this Agreement. The LICENSEE's obligations of payment shall be

to **RED Comps** or its assignee.

B. Taxes, if any, are not included in the agreed upon price and may be invoiced separately. Any taxes applicable to the Database(s) under this Agreement, whether or not such taxes are invoiced by RED Comps, will be the exclusive responsibility of the LICENSEE and/or AUTHORIZED SITES.

IV. TERMINATION

A. RED Comps reserves the right to terminate LICENSEE'S access to and use of the database at any time without prior notice with or without cause. Cause of termination includes, but is not limited to, breaches or violations of the terms and Conditions of this agreement, fraudulent or illegal activity, technical or security issues, discontinuance of account, non-payment of fees. Upon termination RED Comps shall have no further obligations to the LICENSEE.

B. RED Comps shall send notice of renewal to the LICENSEE and shall automatically renew the rights granted to the LICENSEE under this LICENSE AGREEMENT provided that the fees specified in the renewal notice have been remitted to REDN or its assignee and the pricing has been approved by RED Comps.

C. Upon expiration of this LICENSE AGREEMENT, unless this LICENSE AGREEMENT has been renewed and the renewal fees have been paid in full, this LICENSE AGREEMENT and any licenses granted hereunder will automatically terminate.

D. The provisions set forth in Sections III, V, VI, of this LICENSE AGREEMENT shall survive the term of this LICENSE AGREEMENT and shall continue in force into perpetuity.

V. GENERAL

A. RED Comps will not be liable or deemed to be in default for any delays or failure in performance resulting directly or indirectly from any cause or circumstance beyond their reasonable control, including but not limited to acts of God,

war, riot, embargoes, acts of civil or military authority, fire, flood, accidents, strikes or labor shortages, transportation facilities shortages or failures of equipment.

B. This LICENSE AGREEMENT and the license granted herein may not be assigned by the LICENSEE to any third parties.

C. If any term or condition of this LICENSE AGREEMENT is found by a court or administrative agency to be invalid or unenforceable, the remaining terms and conditions thereof shall remain in full force and effect.

D. If the LICENSEE use purchase orders in conjunction with this LICENSE AGREEMENT, then the LICENSEE agree that the following statement is hereby automatically made part of such purchase orders: "The terms and conditions set forth in the RED Comps Publishing LICENSE AGREEMENT FOR DATABASE LICENSING (VIA REDN host) are made part of this purchase order and are in lieu of all terms and conditions, express or implied, in this purchase order, including any renewals hereof."

E. This LICENSE AGREEMENT represents the entire AGREEMENT and understanding of the parties with respect to the subject matter hereof and supersedes any and all prior agreements and understandings. There are no representations, warranties, promises, covenants or undertakings, except as described herein.

F. GOVERNING LAW: This Agreement shall be governed in accordance with the laws of the State of Arizona.

G. The parties to this agreement consent to the exclusive jurisdiction and venue of the federal and state courts located in the State of Arizona in any action arising out of or relating to this Agreement. The parties waive any other venue to which either party might be entitled by domicile or otherwise.

H. In any dispute arising out of or related to this Agreement,

the prevailing party shall have the right to collect from the other its reasonable attorney fees and costs and necessary expenditures.

By accepting this agreement I hereby affirm that I have read it in its entirety and agree to all terms and conditions herein stated.

