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(b) Multi-User License. zipLogix grants you and each licensee for whom you have paid a multi-user license fee the right to use zipVault® on any number of personal computers owned by you and each licensee for whom you have paid a multi-user license fee. You agree to be responsible for monitoring such use and to ensure that a licensee for whom you have paid a multi-user license fee no longer has access to or use of the multi-user version of zipVault® once that licensee no longer works at that office location. If you wish to add additional offices or licensees, you must pay additional multi-user license fees. Each license is registered to you and your licensees as individual users and your office as an office location.

(c) Document Storage/Deletion. You must maintain a valid zipVault® license to store and access documents using zipVault®. Except as expressly set forth herein, zipLogix shall have no obligation to maintain any document, content, or form and zipLogix shall have no obligation to provide you with any document, information or access to your account once your zipVault® license term expires or terminates for any reason. The amount of storage space available to you and the time period that your documents will be stored in zipVault® will depend upon the plan and features purchased by you, or if zipVault® is being provided to you under the terms of an agreement between zipLogix and/or REBS and a third party, such as your real estate brokerage, a state or local board/association of REALTORS® or a multiple listing service, the plan and features purchased by such third party. You (or your broker, if applicable) may designate a deletion date that is earlier than the default deletion date available to you under your zipVault® plan. Please contact zipLogix for details about your zipVault® plan and features. If you are a C.A.R. Member, so long as you maintain a valid C.A.R. membership and C.A.R. provides zipVault® as a member benefit, documents you store in zipVault® will be maintained by zipLogix until the earlier of (a) five (5) years after the date the transaction was created in zipForm® 6 Professional and (b) the date you (or your broker, if applicable) designate to delete the documents. After the applicable time period, stored documents will be deleted from zipVault® and will not be recoverable. These storage times are subject to change at any time without notice. Any change to applicable storage times will affect only those transactions created after the change is made. You may delete documents that you have stored using your personal zipVault® account at any time; however, once a transaction document is deleted it will not be recoverable. You agree that zipLogix has no responsibility or liability whatsoever for the deletion, corruption or failure to store any document, form or content stored, maintained or transmitted by zipVault®. zipLogix has no obligation to provide you or third parties with any documents that have been deleted for any reason. You agree that zipLogix shall not be responsible or liable to you or any third parties in any way for stored documents deleted in accordance with this policy. If you wish to save documents you have uploaded and stored using zipVault® beyond the expiration of the applicable time period or prior to the expiration or termination of your zipVault® license, you should export the documents to another location, such as saving the documents on your computer, on a CD-ROM or some other external storage medium. zipLogix reserves the right to limit the amount of storage space available to you, to limit the types of files eligible for storage, to charge a fee for additional storage space and to otherwise change the terms and conditions of document storage, retention and deletion using zipVault® at any time. You may purchase additional storage capacity and time. If you wish to purchase additional storage capacity or time, you should contact zipLogix.

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6. zipVault® Change in Terms and Pricing. Unless otherwise agreed by zipLogix in writing, zipLogix reserves the right to change the terms, conditions, notices and pricing under which zipVault® is offered at any time without notice. Pricing may be on a periodic or “per use” basis, depending upon the plan and features purchased. Your use of zipVault® is based on the purchased pricing plan. You may be charged additional fees for services outside of your pricing plan. Please contact zipLogix for details about your plan and pricing in connection with zipVault®.

J. TouchSign™.

1. In General; Term. By purchasing, accessing or otherwise using TouchSign™, you agree to be bound by the following terms. You must be at least eighteen (18) years old to use TouchSign™. Subject to the terms of this Agreement, zipLogix grants you a personal, limited, non-exclusive, non-transferable, non-sublicensable license to use TouchSign™ for the following term:

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(b) Purchased as a Stand-Alone Product. If you purchased an individual subscription to use TouchSign™, zipLogix grants you a license to use TouchSign™ for a period commencing on the date of purchase and ending one (1) year after the date of purchase. If the subscription is being provided to you under the terms of an agreement between zipLogix or REBS and a third party, such as your real estate brokerage, a state or local association/board of REALTORS® or a multiple listing service, zipLogix grants you a license to use TouchSign™ for a period commencing on the date zipLogix creates your account and ending: (i) one (1) year after the date zipLogix creates your account; or (ii) such other date as set forth in the agreement between zipLogix or REBS and the third party, whichever is earlier.

(c) Third Party Invitee. If you are invited by a licensee to use TouchSign™ to access, view, review, receive and/or sign electronic documents, you are granted a limited, personal, non-exclusive, non-transferable, non-sublicensable, royalty-free license to use TouchSign™ only for the limited purpose for which you were invited by such licensee.

2. Personal Use; License Restrictions. Unless otherwise expressly licensed by zipLogix, TouchSign™ is for your personal use, and you may not modify, copy, distribute, transmit, display, reproduce, publish, license,

sublicense, sell, create derivative works from or transfer TouchSign™ or any source code, object code or documentation in connection therewith.

3. Transaction Document Storage. You agree that zipLogix has no responsibility or liability whatsoever for the deletion, corruption or failure to store any signature, transaction, template, clause, content, form or document executed or transmitted by TouchSign™. If you wish to save documents you have signed using TouchSign™ you should export those documents to an external storage location, such as by saving documents in .pdf form on your computer, or on a CD-ROM, etc.

4. Disclaimer; Limitations. You acknowledge and agree that zipLogix: (a) is not and shall not be deemed a party to any transaction or document entered into TouchSign™ by you or any third party; (b) makes no representations or warranties relating to, and shall not be liable for, the content, validity, legality, enforceability, accuracy, suitability or appropriateness of any document or transaction signed or transmitted in TouchSign™, or the accuracy, validity or invalidity of any authentication measure used in connection with TouchSign™; and (c) makes no representations or warranties and shall not be liable in any way for the ability or inability to access, view, review, receive and/or sign electronic documents in TouchSign™ within any particular period of time. zipLogix may establish limits concerning the maximum number of documents and transactions that may be signed or transmitted, the maximum amount of disk space that will be allotted on zipLogix's servers on your behalf, and the maximum number of times and duration you may access TouchSign™ in a given period of time, which are subject to change at any time without notice.

5. Compliance with Law. zipLogix shall not be responsible for, and you are solely responsible for, determining whether the use of an electronic record or electronic signature complies or does not comply with any and all laws, rules and regulations including, but not limited to, electronic record and electronic signature laws such as the Electronic Signatures in Global and National Commerce Act (E-SIGN) or the Uniform Electronic Transactions Act (UETA). zipLogix shall not be responsible or liable for, and you are solely responsible for, determining whether a consumer (as defined under applicable law) must be provided with a disclosure required by law to be in writing, whether the delivery of an electronic record satisfies such law, and for providing such disclosure to the consumer. If you are unsure whether your electronic record or electronic signature complies or does not comply with relevant law, please consult an appropriate professional, such as an attorney.

6. Change in Terms and Pricing. Unless otherwise agreed by zipLogix in writing, zipLogix reserves the right to change the terms, conditions, notices and pricing under which TouchSign™ is offered at any time without notice. Pricing may be on a periodic or "per use" basis, depending upon the plan and features purchased. Your use of TouchSign™ is based on the purchased pricing plan. You may be charged additional fees for services outside of your pricing plan. Please contact zipLogix for details about your plan and pricing in connection with TouchSign™.

SECTION 3. GENERAL TERMS AND CONDITIONS.

A. Account Setup. Use of a zipLogix Product may require that you open an account. Your broker or administrator may do this for you, or you may do this yourself. The registration process will provide us with current, complete and accurate information as prompted by the applicable registration form(s). Your email address may be required, and you will need to choose a password. Our use of your email address is an integral part of the Forms Software. You will need it to log into the Forms Software, and in some circumstances the Forms Software will auto-generate email messages to you.

B. Password; Account Activities. You are entirely responsible for maintaining the confidentiality of your password, security question(s) and answer(s) and all other zipLogix Product account credentials. Furthermore, you are entirely responsible for any and all activities that occur under your account. You agree to notify zipLogix immediately of any unauthorized access or use of your account or any other breach of security that potentially compromises the privacy of your account credentials, documents or information. zipLogix will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. You may be held liable for losses incurred by zipLogix or another party due to someone else using your account or password. You may not, at any time, give your zipLogix password or credentials to anyone else, allow anyone else to use your zipLogix account, password or credentials or use anyone else's zipLogix account, password or credentials.

C. Monitoring. zipLogix has no obligation, but reserves the right, to monitor and review your account information and the content and materials posted by you or others in the Forms Software or any other zipLogix Product for the purpose of determining compliance with this Agreement or to detect illegal activity. zipLogix reserves the right at all times to disclose any information as zipLogix deems necessary to satisfy any applicable law, regulation, legal process or governmental request.

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- Harvest or otherwise collect information about others, including e-mail addresses.
- Create a false identity for the purpose of misleading others.
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information.
- Violate any code of conduct or other guidelines which may be applicable.
- Violate any applicable laws or regulations.
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E. Transfer. You may not transfer any or all of your rights or obligations under this Agreement.

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G. Compliance with Applicable Laws. You must comply with all applicable laws regarding use of the zipLogix Product, including but not limited to those relating to privacy, personal information, telephone calls, faxes, e-mails and security breaches.

H. Data Exchanging Features. This Agreement does not grant you, and specifically excludes, the right to use the data exchanging features contained within a zipLogix Product that allow data exchange between the zipLogix Product and any other product. Use of such data exchanging features requires that you enter into a separate end user license agreement, unless zipLogix has otherwise given its consent for you to use such features. Please contact zipLogix for information with regard to obtaining a license to use the data exchanging features contained within the zipLogix Product.

I. Use of Information. You authorize zipLogix and its affiliates to use, aggregate, license and sell, in accordance with the zipLogix Privacy and Security Statement, as may be amended from time to time: (1) data you enter into the forms in the Forms Software, (2) data you enter into other zipLogix Products and (3) information regarding your use of the zipLogix Products. Under the zipLogix Privacy and Security Statement, zipLogix may store and use such information in aggregated form for purposes including, but not limited to, creating, using, licensing and selling general analytic databases that may provide insight into subjects including, but not limited to, real estate market practices, industry trends and general economic conditions. zipLogix may also use this information in its marketing and advertising services and for its internal business purposes. You may access and review the complete zipLogix Privacy and Security Statement at: <http://www.ziplogix.com/company/privacystatement.asp>.

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SECTION 5. TERM AND TERMINATION.

This Agreement is effective for the time frame set forth herein for the particular zipLogix Product in question and terminates automatically at the end of that time frame; provided, however, if the zipLogix Product is being provided to you under the terms of an agreement between zipLogix or REBS and a third party, such as a state/local association of REALTORS®, a real estate brokerage or a multiple listing service, the term of this Agreement shall expire in accordance with the terms of the agreement between zipLogix or REBS and such third party, which may be earlier than the time frame set forth in this Agreement. Without prejudice to any other rights, zipLogix may terminate this Agreement immediately and without notice if you fail to comply with any of the terms and conditions of this Agreement, or if in zipLogix's opinion your continued use of the zipLogix Product would result in a threat to the safety, security or privacy of a zipLogix Product or any third party. In such event, you must immediately cease all use of the zipLogix Product, destroy all copies of the zipLogix Product and uninstall any and all versions of the zipLogix Product from each and every computer in which the zipLogix Product is installed.

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SECTION 9. MISCELLANEOUS.

A. Entire Agreement; Amendment. Unless otherwise specified herein, this Agreement constitutes the entire agreement between you and zipLogix and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and zipLogix. Except as explicitly set forth herein, this Agreement may not be amended except in a writing signed by the parties.

B. Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of California, U.S.A., excluding its conflict of law principles. Any action or proceeding brought in connection with this Agreement, whether in law or equity, shall be filed exclusively in a court of competent jurisdiction located within the County of Los Angeles, State of California. You hereby waive any objection you may have in any such action based on lack of personal jurisdiction, improper venue or inconvenient forum.

C. Relationship. You agree that no joint venture, partnership, employment, or agency relationship exists between you and zipLogix as a result of this Agreement.

D. Indemnification. You agree to indemnify and hold zipLogix, its parents, subsidiaries, affiliates, and its and their directors, officers and employees, harmless from any claim, action, demand, loss, cost, expense or damage, including reasonable attorneys' fees, asserted by any third party due to or arising out of your negligence or willful or fraudulent misconduct in connection with your use of any zipLogix Product.

E. Severability; Waiver. If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement shall continue in effect. A party's waiver of any breach of this Agreement shall not constitute a waiver of any other breach, and a party's failure to demand performance of any obligation shall not constitute a waiver of a party's right to demand performance of such obligation in the future.

F. Information Regarding zipLogix Products and Services. You agree that zipLogix may send you information regarding products and services that may be interesting or valuable to you via the contact information you provided. If you no longer wish to receive information regarding such products and services, please make your request by visiting <http://support.zipform.com/emailsupport.asp> or call (586) 840-0140. We will implement your request as quickly as possible.

G. Survival. Sections 4 through 9, inclusive, shall survive the expiration or termination of this Agreement.

H. Typeface Designs. Certain zipLogix Products contain software which generates typeface designs. You may not separate the font software from the zipLogix Product.

I. Questions. Should you have any questions concerning this Agreement, or if you desire to contact zipLogix for any reason, please contact zipLogix at:

zipLogix
P.O. Box 130
Fraser, MI 48026
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Last Revised: June 8, 2011