

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the “Agreement”) between _____, a licensed real estate agent of the State of New Jersey, having an address of _____ (“USER”) and Property Fax LLC, a New Jersey limited liability company (“LICENSOR”), having an address of 360 East Main Street, Somerville, New Jersey 08876.

WITNESSETH:

WHEREAS, LICENSOR has developed the NJPropertyFAX website (the “Site”) and webservice (the “Webservice); and

WHEREAS, USER desires to be licensed to use the Site and Webservice; and

NOW THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration, there being no actual monetary consideration for this license, LICENSOR and LICENSEE intending to be legally bound, hereby agree as follows:

1. LICENSOR hereby grants to USER and USER hereby accepts a revocable nonexclusive right and license to utilize the Site and Webservice, subject to the terms of this Agreement. The license granted pursuant to this Agreement is revocable, nonexclusive, nontransferable (except as set forth below), non-assignable, and limited to the express rights set out herein.
2. By accessing, browsing, and using the Site and Webservice, USER acknowledges that USER has read, understands and agrees to comply with the terms and conditions stated herein.
3. The “USER” shall order a “Flood Search” (\$15 charge) from Western Technologies Group, LLC on any new real estate listings initiated by the USER on the Multiple Listing Service that are determined to be “Special Area” properties in LICENSOR’s sole discretion, upon notice to USER by LICENSOR of such determination.
4. The Site and Webservice, and any imagery and data contained therein (collectively “NJPropertyFAX”) is copyright 2011 by Property Fax, LLC and is licensed, not sold, for USER non-exclusive use and subject to the provisions set forth herein. Ownership of NJPropertyFAX, including all copies thereof, except for the specific limited license to use granted in this Agreement, remains with Property Fax, LLC. USER agrees to take all reasonable measures to protect and abide by Property Fax, LLC copyright and other proprietary rights applicable to NJPropertyFAX.
5. USER may use NJPropertyFAX through use of passwords provided by LICENSOR giving access to information on the Site related to all New Jersey Counties. USER and any agents of USER utilizing these passwords are to be licensed real estate agents in New Jersey. USER may not modify, adapt, disassemble, decompile, reverse engineer or

otherwise attempt to extract the source code embodied in, translate, sub-license, sell, give, loan, rent, lease, transfer (electronically or otherwise), display, disclose, use (except as specifically authorized in this Agreement), or prepare derivative works of the NJPropertyFax, any of its components, proprietary imagery and/or information. USER must not remove or alter any copyright notices.

6. This License may not be transferred, sold or leased to a third party. USER may not retain the right to use NJPropertyFax beyond the term of this Agreement or if USER fails to meet the requirements stated herein. NJPropertyFax imagery and data provided may not be sub-licensed, published, sold or distributed in any form without express written permission from LICENSOR, except that USER may print portions of the imagery for the purpose of producing documents and/or providing information to their clients and/or customers provided there is no itemized fee charged and that LICENSOR'S copyright notice is included on such imagery. NJPropertyFax imagery and/or data provided may not be published on any Internet website without express written permission from LICENSOR.
7. **Termination and Modification.** All rights under this License, including any sub-license rights to use third party software, shall immediately terminate upon USER'S breach of any of the terms and conditions contained herein. This Agreement may be terminated by LICENSOR at any time upon written notice to USER of the effective date of such termination. This Agreement may not be altered, modified, changed or waived in whole or in part except in writing, signed by the parties hereto.
8. **Notice.** All notices or demands required to be given hereunder, or which may be given hereunder, shall be in writing and shall be addressed to the parties at their respective addresses set forth at the beginning of this agreement. Either party shall have the right to change the name or address of the persons to whom notice shall be given pursuant hereto, by written notice of such change given pursuant hereto.
9. **DISCLAIMER OF WARRANTIES:** NJPROPERTYFAX IS PROVIDED 'AS IS' WITHOUT ANY WARRANTY OR CONDITION OF ANY KIND. LICENSOR HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. ALL RISK ARISING OUT OF THE USE OF NJPROPERTYFAX AND THE ACCOMPANYING DATA IS ASSUMED BY USER, LICENSOR MAY CHANGE OR DISCONTINUE ANY ASPECT OF ITS WEBSITE AT ANY TIME WITHOUT NOTICE.
10. **LIMITATION OF LIABILITY:** NEITHER LICENSOR NOR ITS SUPPLIERS, EMPLOYEES, DIRECTORS, OFFICERS AND AGENTS SHALL BE LIABLE FOR ANY DAMAGES WHATSOEVER, (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF USE, LOSS OF DATA, BUSINESS INTERRUPTION, NOR FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OF OR

INABILITY TO USE NJPROPERTYFAX, WHETHER UNDER THIS AGREEMENT OR OTHERWISE, EVEN IF LICENSOR, ITS SUPPLIERS, EMPLOYEES, DIRECTORS, OFFICERS AND AGENTS, OR ANY OF THEM HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. **Applicable Law.** This License is governed by the laws of the State of New Jersey and the United States, including patent and copyright laws. Any claim arising out of this Agreement will be brought in Somerset County, New Jersey or federal court in the State of New Jersey.

IN WITNESS WHEREOF the parties have caused these presents to be signed by their respective representatives who are thereunto duly authorized.


USER:

By : _____

Name:

LICENSOR:

PROPERTY FAX, LLC

By: 
Jerry Jones, Manager