



MAP-USA ONLINE SERVICE AGREEMENT

- REALTORS
 AFFILIATES

Effective Date _____

This Agreement made by and between MAP-USA ("Vendor"), having a principal place of business at _____ and ("Customer"), having a principal place of business at _____, becomes and remains effective for a term of twelve months (12) months commencing on the date hereof ("Effective Date").

Now, therefore, the parties agree as follows:

- VENDOR is the owner or licensor of online data and software tools that enable management of certain intellectual property assets that are owned by CUSTOMER or CUSTOMER clients. Upon full execution of this Online Services Agreement ("Agreement") and subject to the provisions contained herein, the parties agree that CUSTOMER shall be authorized to have access to and use of those services ("Services") as follows:

SERVICES:

- G Realtor - Realtor shall be furnished a user name and unlimited passwords which will be updated monthly.
- G Affiliate - Affiliate will get an on line virtual tour of affiliates business establishment.

- Modifications and other amendments to this Agreement shall only be valid if reduced to writing and signed by authorized representative of both parties.
- The CUSTOMER will take all reasonable precautions to ensure that use of the Services under the CUSTOMER's Account (i.e., use of the Services by any person using the CUSTOMER's user ID and password) complies with the provisions of this Agreement. CUSTOMER shall be responsible for providing VENDOR with accurate, complete, and updated company and user registration information.
- The CUSTOMER is responsible for and must provide all telephone and other equipment and services (including Internet access provider fees) required for access to and use of the Services.
- CUSTOMER agrees to make prompt payments of all applicable fees due VENDOR in accordance with the terms on the applicable attached Schedule(s). CUSTOMER shall pay vendor \$ _____ per month on the first day of each month.
- The parties agree that the software and/or data available to CUSTOMER via the Services are proprietary to, and all rights therein are reserved by, VENDOR or its Suppliers; that the CUSTOMER shall have exclusive and unlimited rights to any output in the form of a report, graph, chart or similarly formatted compilation of information resulting from CUSTOMER's authorized use of the Services; that any software program(s), code, source data, processes, techniques or concepts, will be the sole and exclusive property of VENDOR except as provided for in the termination provisions of this Agreement and VENDOR grants CUSTOMER a nonexclusive, non-transferable, royalty-free, perpetual license to use such.
- NEITHER VENDOR NOR ITS THIRD PARTY SUPPLIERS WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR FREE OR WILL MEET CUSTOMER'S NEED OR EXPECTATIONS. VENDOR MAKES NO WARRANTY AND ASSUMES NO LIABILITY OF ANY KIND WITH RESPECT TO THE DATA, INCLUDING, BUT NOT LIMITED TO, ITS COMPLETENESS, RELIABILITY, OR SEARCHABILITY. ALL SERVICES ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND VENDOR HEREBY EXPRESSLY DISCLAIMS, ON ITS OWN BEHALF AND ON BEHALF OF ITS THIRD PARTY SUPPLIERS, ALL WARRANTIES, OTHER THAN THE WARRANTY OF TITLE AND THOSE WHICH ARE INCAPABLE OF EXCLUSIONS, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT. THIS IS VENDOR'S COMPLETE AND ENTIRE LIABILITY TO CUSTOMER. CUSTOMER ASSUMES FULL RESPONSIBILITY FOR ANY AND ALL LOSSES, COSTS, LIABILITIES AND EXPENSES ARISING OUT OF, OR BASED ON, ITS USE OF THE SERVICES, PROVIDED HOWEVER, THAT IF SERVICES ARE DISCONTINUED OR UNAVAILABLE, CUSTOMER SHALL BE ENTITLED TO RELY UPON THE TERMINATION BY VENDOR PROVISIONS OF THIS AGREEMENT.

CUSTOMER ACKNOWLEDGES THAT THE PRICING FOR THE SERVICES HAS BEEN ESTABLISHED IN CONTEMPLATION OF THE FOREGOING ALLOCATION OF RISKS.

- IN NO EVENT WILL VENDOR OR ITS AFFILIATES AND RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS AND SUPPLIERS BE LIABLE FOR ANY INDIRECT, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING OUT OF CUSTOMER'S USE OF OR INABILITY TO USE THE SERVICES OR OUT OF THE BREACH OF ANY OTHER CAUSE.
- CUSTOMER agrees to defend, indemnify and hold harmless VENDOR and its respective director, officers, employees and agents from all claims by third parties and any damages, costs, or expenses, arising out of the use of the Services by CUSTOMER that relate to CUSTOMER's copyright infringement, patent infringement or trade secret misappropriation claims based on the use of VENDOR's products or Services by CUSTOMER. The CUSTOMER agrees to defend, indemnify and hold harmless VENDOR, its affiliates and respective directors, officers, employees and agents from and against third party claims arising from actions which CUSTOMER takes in violation of this Agreement.
- Notices shall be given by conventional mail or by facsimile and shall be deemed received three (3) days after sent by conventional mail or, if sent by facsimile, upon receipt of a confirmatory transmission receipt.
- Either party may terminate this Agreement with notice and a thirty (30) day opportunity to cure for any breach. Provisions 5, 6, 7, 8, 10 and 12 of this Agreement will survive any termination of this Agreement. Either party may terminate this Agreement with or without cause after one year.

VENDOR agrees that upon the termination of the Agreement by either party for any reason that:

- (a) Upon CUSTOMER's written request, VENDOR shall continue to provide all or part of the Services as specified by CUSTOMER subsequent to the date of termination for a period not to exceed one hundred and eighty (180) days, and CUSTOMER shall pay VENDOR for such Services at the rates paid, pro rate, by CUSTOMER for such Services immediately prior to the date of termination; and
- (b) VENDOR shall, at no additional cost to CUSTOMER, give full cooperation and assistance to CUSTOMER to assure an orderly and effective transition of the Services or services similar thereto CUSTOMER or to any third party selected by CUSTOMER.

- This Agreement automatically renews for a one (1) year term unless CUSTOMER provides written notice at least thirty (30) days in advance of the expiration date.
- This Agreement and such amendments or modifications as are adopted in accordance with Paragraph 2 above constitute the entire agreement between VENDOR and the CUSTOMER with respect to the Services and supersedes all other communications and agreements with respect to the subject matter hereof. This Agreement shall be construed in accordance with the laws of the State of Illinois. If any provisions of this Agreement is determined to be invalid, all other provisions shall remain in full force and effect. No waiver of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach of default. All notices shall be sent to the parties addresses above.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by duly authorized officers or representatives as of the Effective Date.

VENDOR **CUSTOMER**

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

Credit Card Information		
(Circle One)	VISA	MASTERCARD
	DISCOVER	AMEX
Card #	_____	
Expiration Date	_____	