

MIBOR SERVICE CORPORATION
Affiliate BLC® Listing Service Technology Usage Agreement

IT IS HEREBY AGREED by and between MIBOR Service Corporation (MSC) and the Affiliate BLC® Subscriber
Member Number _____
that Subscriber may access the BLC® services provided by MSC under the following terms and conditions, the Usage Standards, Guidelines and Rules and Rules and Regulations of the service.

1. **Representation:** Subscriber warrants as of the date of this agreement that he/she is and affiliate member of the Metropolitan Indianapolis Board of REALTOR®, Anderson/Madison County Association of REALTORS®, Putnam County Board of REALTORS® or Decatur County Board of REALTORS® in the profession of Mortgage, Title or Home Inspection and if licensed in the state of Indiana as a real estate broker, real estate salesperson, real estate appraiser or real estate appraiser trainee understands that they are required to also subscribe to the BLC® listing service separately as a or through their MSC BLC® listing service Participant and will continue in such capacity at all times while this Agreement is in effect. If Subscriber, at any time during the term of this Agreement, continues to be licensed in the state of Indiana and is no longer a MSC BLC® listing service Participant in good standing or affiliated with a MSC BLC® listing service Participant in good standing, Subscriber agrees to notify MSC and discontinue the use of the Affiliate BLC® Listing Service.
2. **Usage and Definition:** MSC will issue a BLC® listing service "User login ID". Issuance of the "User Login ID" will entitle Subscriber to access and use the BLC® listing service System through a System-compatible computer using an internet connection provided by the Subscriber. ***THE "User Login ID" IS PROVIDED EXCLUSIVELY FOR THE INDIVIDUAL USE OF SUBSCRIBER AND MAY NOT BE SHARED WITH OR USED BY ANY OTHER INDIVIDUAL. SHARED USE MAY RESULT IN THE IMMEDIATE INACTIVATION OF THE BLC® LISTING SERVICE TO THE AFFILIATE SUBSCRIBER.***
3. **Fee:** Subscriber agrees to pay a BLC® listing service Technology Fee for use of the BLC® listing service System. The BLC® listing service Technology fee is payable according to the following schedule:
 - Annually: \$355.00 (Due and payable prior to the start of the second calendar quarter of each year)
4. **Term of Agreement:** The term of this Agreement begins on the date of the execution of this Agreement and ends on the date of any of the following events:
 - a. Termination of Subscriber as a BLC® listing service Technology Subscriber for any reason including, but not limited to, non-payment and membership termination.
 - b. Termination of Subscriber's association with MSC or his/her local Board of REALTORS® for any reason.
 - c. Failure of the Subscriber to perform in accordance with any and/or all terms and conditions herein set forth including, but not limited to, the provision for security outlined in Paragraph 5.
 - d. Subscriber acknowledges that by signing this Agreement, he/she is granted a license to use the BLC® listing service System under the terms of this Agreement.
5. **Security:** Subscriber acknowledges that it is necessary to maintain security of the BLC® listing service system to prevent its use by unauthorized persons.
6. **Disciplinary Action:** Subscriber agrees to be subject to the disciplinary rules and procedures of the Metropolitan Indianapolis Board of REALTORS® Professional Standards Committee for violation of any provision of this Agreement. Discipline may include, but is not limited to, forfeiture of BLC® listing service access. No referral to the Metropolitan Indianapolis Board of REALTORS® Professional Standards Committee is required for termination of services for failure to pay required fees or evidence of shared access.
7. **Indemnification:** Subscriber agrees to indemnify and hold MSC and their respective stockholder, officers, directors and employees harmless from any and all loss, cost, expense, claims or demand whatsoever by or against MSC resulting from the loss, use or misuse of the BLC® listing service, including but not limited to, any and all liabilities including attorney's fees incurred by them as a result of damage or injuries to property or persons arising out of entry by any person into any premises by use of the Sentrilock System.
8. **Reimbursement:** Subscriber agrees that in the event MSC shall prevail in any legal action brought by or against the Subscriber to enforce the terms of this Agreement, Subscriber, as appropriate, may be assessed a reasonable amount of attorney's fees in addition to any other relief to which the Court rules MSC may be entitled.

9. **Ownership of BLC® listing service Compilation and Copyrights:** All information stored in the BLC® listing service System including but not limited to real property listing data, photographs, real property parcel data, HUD/VA data agent and office information (the "Compilation"), is owned or leased by MSC as part of the Copyrighted Compilation. Subscriber agrees to use the Compilation only in connection with the pursuit of Subscriber's business of supporting BLC® Participants in the act of listing, selling, leasing and/or appraising real property and otherwise in a manner consistent with the Metropolitan Indianapolis Board of REALTORS® Multiple Listings Service Rules, Regulations, policies and procedures. **Subscriber agrees not to publish, reformat, recompile, resell, repackage, or use in any manner whatsoever the Compilation, except as permitted in the Rules and Regulations.**
10. **Additional Terms and Conditions:** Subscriber agrees to the terms as outlined in this Agreement. Upon termination of this Agreement, Subscriber agrees to immediately cease using data of the Copyrighted Compilation. This written contract represents the entire agreement between participants. This Agreement supercedes all other agreements, either oral or written. No other agreement, statement or promise relating to the subject matter of this Agreement, which is not contained herein, shall be valid or binding. This Agreement is binding upon the heirs and personal representatives of the Subscriber.

SUBSCRIBER

Printed Name: _____

Signature: _____

Date: _____

MSC

Printed Name: Stephen J. Sullivan

Signature: Stephen J. Sullivan

Date: _____