

ADDENDUM B

LICENSE AGREEMENT

This Agreement is made _____, _____ between _____
Date
_____ (“Participant/Authorized “User”) and
Printed Name
Williamsburg Multiple Listing Service, Inc. (“WMLS”) for the limited use of information and
data acquired and compiled by WMLS (“Data”). As used herein, the term “Data” includes any
portion of the Data.

This is a license, not a sale. This Data is provided under the following License
Agreement and all applicable addendums (“License”) which define what Participant/Authorized
User may do with the Data and contains limitations on warranties and remedies.

1. WMLS provides Participant/Authorized User with access to the Data in
electronic and printed form. The term “Data” includes any images, photographs, templates,
animations, video or audio. Copyright and all other rights to the Data shall remain with WMLS.
Participant/Authorized User must reproduce any copyright or other notice marked on the Data on
all copies Participant/Authorized User makes.

2. Participant/Authorized User may:

A. View the Data and allow Prospects to view the Data, provided that
Participant/Authorized User maintains control over the medium in which the Data is viewed and
does not distribute the Data except as provided in Paragraphs 2B and 2C of this Agreement.

B. Copy a reasonable number of single copies of portions of the Data which
relate to any properties in which a Prospect is or may, in the judgment of the
Participant/Authorized User, be interested, provided that such copies may not be distributed in
print, electronic form or any other media to any person that is not also a Participant/Authorized
User, a Prospect, or an Appraiser. It is intended that the Participant/Authorized User be permitted
to provide Prospects with listing data relating to properties which the Prospect has a bona fide
interest in purchasing or in which the Participant/Authorized User is seeking to promote interest.

The term “reasonable” as used herein should therefore be construed to permit only limited reproduction of property listing data intended to facilitate the Prospect’s decision-making process in the consideration of a purchase or sale. Factors which shall be considered in deciding whether the reproductions made are consistent with this intent and thus reasonable in number, shall include, but are not limited to, the total number of listings in the Data, how closely the types of properties contained in such listings accord with the Prospect’s expressed desires and ability to purchase, whether the reproductions were made on a selective basis, and whether the type of properties contained in the property listing data is consistent with a normal itinerary of properties which would be shown to the Prospect. Participant/Authorized User may only distribute to Prospects copies of the Data or portions thereof which relate to (i) Property owned by the Prospect, or (ii) Property for which Participant/Authorized User has determined the Prospect has a bona-fide interest in purchasing or in which the Participant/Authorized User is seeking to promote interest.

As used in this Agreement,

- (1) “Prospect” means a seller or prospective purchaser that has entered into a brokerage relationship with Participant/Authorized User (“Client”) or for whom Participant/Authorized User perform ministerial acts in a real estate transaction (“Customer”) or a licensed broker or salesperson representing their Client.
- (2) “Appraiser” means a person licensed by the Commonwealth of Virginia to engage in the appraisal of real property.

C. Incorporate any part of the Data in the work product of Participant/Authorized User and publish, display and distribute that work product in any medium to Prospects.

D. Download parts of the Data, provided that no use is made of the downloaded Data other than as described in Subparagraphs A, B and C, above.

3. Participant/Authorized User may not:

A. Use the Data or make copies of it except as permitted in this License.

B. Translate, reverse engineer, decompile or disassemble the Data.

C. Rent, lease, assign or transfer the Data.

D. Transfer or assign rights under this License to any other person.

E. Resell, sublicense or otherwise make the Data available to Prospects for use or distribution separately or detached from the work product except as provided in Paragraph 2B of this Agreement.

F. Modify the Data or merge all or any part of the Data with another program except as provided in Paragraphs 2B, 2C and 2D of this Agreement.

G. Reproduce or redistribute the Data except as described in Subparagraphs A, B, C and D of Paragraph 2 of this Agreement. Posting of all or any part of the Data on the World Wide Web, Internet, or similar public network is prohibited. Dissemination of the Data by any means to persons or organizations that are not Prospects or Appraisers is prohibited.

H. Create scandalous, obscene, defamatory or immoral works using the Data nor use the Data for any purpose that is prohibited by law.

I. Use or permit the use of the Data or any part thereof as a trademark or service mark, or claim any proprietary rights of any sort in the Data or any part thereof.

J. Use the Data in an electronic format, on-line or in multiple applications unless the Data is incorporated for viewing purposes and a notice is included with the Data or the product containing the Data specifying that the Data may not be saved or downloaded and is only to be used for viewing purposes except as expressly permitted in Paragraphs 2B, 2C and 2D of this Agreement.

4. This License shall remain in effect only for so long as Participant/Authorized User is a member in good standing of WMLS and is in compliance with the terms and conditions of this Agreement. This License will terminate automatically upon termination of Participant/Authorized User's membership in WMLS or if Participant/Authorized User fails to comply with any of its terms or conditions. Participant/Authorized User agrees, upon termination, to destroy all copies of the Data. The limitation of warranties set out below shall continue in force even after any termination.

5. Use of the Data is also subject to the governing documents of WMLS. In the event of any conflict between the provisions of this License Agreement and those governing documents, the provision imposing the greatest restriction on use of the Data will prevail.

6. Nothing contained herein shall be construed to preclude any Participant/Authorized User from utilizing, displaying, distributing or reproducing property listing sheets or other compilations of data pertaining exclusively to properties currently listed for sale with the Participant/Authorized User.

7. THE DATA IS PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MARKETABLE QUALITY, SATISFACTORY QUALITY, ACCURACY OR FITNESS FOR A PARTICULAR PURPOSE, OR THOSE ARISING BY LAW, STATUTE, USE AS A TRADE, COURSE OF DOING OR OTHERWISE. THE ENTIRE RISK OF USE OF THE DATA IS ASSUMED BY PARTICIPANT/AUTHORIZED USER. WMLS WILL NOT HAVE ANY LIABILITY TO PARTICIPANT/AUTHORIZED USER OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO LOSS OF REVENUE OR PROFIT, LOST OR DAMAGED DATA OR OTHER COMMERCIAL OR ECONOMIC LOSS, EVEN IF WMLS HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR THEY ARE FORESEEABLE.

THIS LICENSE IS THE ENTIRE AGREEMENT BETWEEN PARTICIPANT/AUTHORIZED USER AND WMLS, SUPERCEDING ANY OTHER AGREEMENT OR DISCUSSIONS, ORAL OR WRITTEN, AND MAY NOT BE CHANGED EXCEPT BY SIGNED AGREEMENT. THIS LICENSE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF VIRGINIA. IF ANY PROVISION OF THIS LICENSE IS DECLARED BY A COURT OF COMPETENT JURISDICTION TO BE INVALID, ILLEGAL OR UNENFORCEABLE, SUCH A PROVISION SHALL BE SEVERED FROM THE LICENSE AND THE OTHER PROVISIONS SHALL REMAIN IN FULL FORCE AND EFFECT.

Witness the following signatures and seals.

_____(Seal)
WILLIAMSBURG MULTIPLE LISTING
SERVICE, INC.

By _____(Seal)
PARTICIPANT/AUTHORIZED USER