

COMPLIANCE AGREEMENT

S.A.R. charges a one time setup fee of \$350

The Annual fee is \$150

THIS COMPLIANCE AGREEMENT (this "Agreement") is entered into as of the ____ day of _____, 2009, among Summit Association of Realtors ("SAR"), a Colorado corporation having a principal place of business as set forth below, the undersigned participant ("Participant"), having a principal place of business as set forth below, and the undersigned vendor ("Vendor"), having a principal place of business as set forth below.

Recitals:

A. SAR owns and operates the MLS (as hereinafter defined). The rules for using and operating the MLS are set forth in the Rules and Regulations for the Summit Multi-Listing Service, Inc., and such rules and regulations are incorporated herein by reference. (Hereinafter, the "MLS Rules and Regulations" shall refer to those MLS Rules and Regulations as they may be amended from time to time and any other rules and regulations adopted in substitution of the MLS Rules and Regulations.)

B. The Participant is a REALTOR[®] principal of SAR or any other organization participating in the MLS pursuant to the MLS Rules and Regulations.

C. The Vendor is an Internet service provider who also provides web site designing and hosting services and is designing and/or hosting the Participant's web site.

NOW THEREFORE, in consideration of the Recitals, and in further consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agreement as follows:

Section 1. Definitions.

1.1 "MLS" means the data collection and dissemination system, which makes the Public MLS available to subscribers in accordance with the MLS Rules and Regulations.

1.2 "Public MLS" means that portion of the Private MLS that the Board determines to display on the MLS public web site. SAR may not elect to have such a web site.

1.3 "Modified Public MLS" means that portion of the Private MLS that the MLS elects to make available to Subscribers for use on the Subscriber's web site, as further defined in Article 13 of the MLS Rules and Regulations.

1.4 "Private MLS" means all of the data in the MLS available to Subscribers in compliance with the MLS Rules and Regulations.

1.5 "Subscribers" means licensed real estate brokers and licensed certified real estate appraisers affiliated with a Participant for purposes of the MLS Rules and Regulations, every Participant is also a Subscriber.

Section 2. Authorized Parties and Purpose.

2.1 SAR. SAR hereby grants the Vendor and the Participant a non-exclusive license to use the MLS for the purposes set forth below in this Section 2. The Participant and the Vendor shall only be entitled to display the Public MLS in accordance with the terms and conditions of the MLS Rules and Regulations. Except as explicitly and expressly stated herein, SAR grants no other licenses to use the MLS to the Participant or the Vendor.

2.2 *The Participant.* SAR has granted to the Participant the right to access and use the Public MLS data by means of a computer terminal or terminals as set forth in the MLS Rules and Regulations. Access to and use of the MLS by the Participant pursuant to the terms of this Agreement is provided solely for the benefit of the Participant in the conduct of his or her real estate brokerage or appraisal business. The MLS shall in no manner or circumstance be used by, licensed to, transferred to, sold to, or otherwise made available for any purpose to any party not specifically authorized by this Agreement or by the MLS Rules and Regulations.

2.3 *The Vendor.* The Vendor is entitled to use the MLS solely for the purposes of designing and hosting as a secure site Participant's Modified Public MLS Internet web site and for exchanging the MLS data from SAR to the Participant and vice versa. The Vendor shall in no manner or circumstance use, license, transfer, sell or otherwise make available the MLS for any purpose not specifically authorized by this Agreement or by the MLS Rules and Regulations. Further, the Vendor shall not use the MLS, as a whole or in any piece, for its own purposes, whether commercial or private.

Section 3. The MLS Rules and Regulations.

Each of the parties hereto agrees to follow and be bound by the terms and conditions of the MLS Rules and Regulations, including any exhibits and attachments thereto.

Section 4. Term and Renewal.

This Agreement shall become effective as of the date set forth above and shall remain in effect for twelve (12) months. This Agreement shall renew automatically for successive twelve month terms. This Agreement may be terminated in accordance with the provisions of Section 4.

Section 5. Termination.

5.1 *Termination.* In addition to the termination provisions set forth in Article 19 of the MLS Rules and regulations, which are specifically incorporated herein by reference, the following termination provisions also apply:

5.1.1 By SAR. SAR may terminate this Agreement without penalty under any of the following circumstances: (i) immediately if SAR, for any reason, permanently ceases operations; (ii) immediately if SAR, for any reason, permanently ceases to provide the MLS; (iii) with or without cause upon thirty (30) days prior written notice to the other parties; or (iv) if either the Participant or the Vendor breaches this Agreement or any other agreement with SAR governing the terms, rights and obligations regarding the use of the MLS, including without limitation the MLS Rules and Regulations.

5.1.2 By the Participant. The Participant may terminate this Agreement without penalty under any of the following circumstances: (i) within the first thirty (30) days after the effective date upon at least twenty-four (24) hours prior written notice to SAR and immediate payment of all amounts due and owing; (ii) on any anniversary date of this Agreement upon at least thirty (30) days prior written notice to SAR and immediate payment of all amounts due and owing; or (iii) within the first sixty (60) days after SAR gives notice of an increase in charges with at least twenty-four (24) hours prior written notice to SAR and the immediate payment of all amounts due and owing to date; (iv) upon the breach by SAR of this Agreement or any other agreement between SAR and the Participant governing the terms, rights and obligations regarding the use of the MLS, including without limitation the MLS Rules and Regulations.

5.1.3 By the Vendor. The Vendor may terminate this Agreement without penalty under any of the following circumstances: (i) within the first thirty (30) days after the effective date upon at least twenty-four (24) hours prior written notice to SAR; (ii) on any annual anniversary date of this Agreement upon at least (30) days prior written notice to SAR; or (iii) upon the breach by SAR of this Agreement or any other agreement between SAR and the Vendor governing the terms, rights and obligations regarding the use of the MLS, including without limitation the MLS Rules and Regulations.

5.2 *Rights and Duties Upon Termination.* Upon the termination of this Agreement for any reason, Section 19.3 and 19.4 of the MLS Rules and Regulations shall become applicable and all parties agree to take whatever actions necessary to comply with those provisions. In addition, the parties hereby agree to abide by the surviving terms of this Agreement.

Section 6. Non-Disclosure Agreement.

6.1 *Confidentiality.* The Participant and the Vendor acknowledge and agree that the MLS constitutes confidential, proprietary information and a trade secret belonging solely to SAR. The Participant and the Vendor shall hold confidential and shall not, directly or indirectly, disclose, publish or use for the benefit of any third party or itself, except in carrying out this Agreement, as permitted by the MLS Rules and Regulations, or as required by law or legal process, any part of the MLS without first having obtained SAR's prior written consent to such disclosure or use even if such confidential information was acquired prior to the date of this Agreement. The obligations of confidentiality under this Agreement shall survive the termination of this Agreement.

6.2 *Disclosure.* In the event of disclosure to any third party of the MLS in violation of this Agreement or the MLS Rules and Regulations, the disclosing party agrees to immediately notify and advise SAR of the details of such disclosure in writing. Further, the disclosing party agrees that any such disclosure or other breach of the terms of this Agreement shall cause and continue to cause irreparable harm to SAR, and SAR shall be entitled to equitable relief, in addition to all other remedies at law, including, without limitation, specific performance, temporary restraining order, and preliminary and permanent injunction to restrain any further disclosure of the MLS or other breaches of this Agreement. The Participant and the Vendor hereby waive any requirement for posting a bond or other undertaking in connection with any equitable remedy.

Section 7. Breach.

7.1 *Injunctive Relief.* It is recognized that damages, in the event of a breach by either the Participant or the Vendor of their respective obligations and duties under this Agreement, would be difficult to ascertain, and it is, therefore, agreed that SAR, in addition to, and without limiting any other power, remedy or right it may have, shall have the right to seek an injunction or other equitable relief in any court of competent jurisdiction, seeking to enjoin any such breach, and the Participant and the Vendor respectively waive any and all defenses they may have on the ground of lack of jurisdiction or competence of the court to grant such an injunction or other equitable relief. The existence of this right shall not preclude any other powers, rights and remedies at law, in equity or otherwise which SAR may have, but shall be in addition to, and cumulative with, any other remedy available to SAR at law, in equity or otherwise.

7.2 *Indemnification.*

7.2.1 By the Participant. The Participant hereby covenants and agrees to indemnify and hold SAR harmless from and against any and all claims, causes of action, damages, liabilities, actions, suits, proceedings, losses, costs and expenses (including reasonable attorneys' fees and costs including expert witness fees) arising out of or in connection with (i) the Participant's execution of this Agreement; (ii) the use of the MLS or any parts or files of the MLS by the Participant or any employee, agent or affiliate of the Participant; (iii) the Participant's participation in or access to the MLS; or (iv) the Participant's breach of this Agreement.

7.2.2 By the Vendor. The Vendor hereby covenants and agrees to indemnify and hold SAR harmless from and against any and all claims, causes of action, damages, liabilities, actions, suits, proceedings, losses, costs and expenses (including reasonable attorneys' fees and costs including expert witness fees) arising out of or in connection with (i) the Vendor's execution of this Agreement; (ii) the use of the MLS or any parts or files of the MLS by the Vendor or any employee, agent or affiliate of the Vendor; (iii) the Vendor's design and/or hosting of the Participant's Internet web site; (iv) the use of the MLS by the Vendor or any employee, agent or affiliate of the Vendor for commercial or private means; or (v) the Vendor's breach of this Agreement.

Section 8. Disclaimer.

SAR makes no representations or warranties regarding the MLS or any product or item developed based on the MLS. SAR disclaims all express and implied warranties, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and freedom from infringement. Without limiting the generality of the foregoing, SAR makes no warranty or guarantee (i) that use of the MLS or products or services associated or in connection with the MLS will be error free, (ii) regarding the results that may be obtained from the use of the MLS, or (iii) regarding the completeness, accuracy, reliability or quality of any information, content, data, service or advice provided with, on or created through the MLS. Further, SAR makes no warranty of any kind that any item, product or service developed based on the MLS, or any portion of it, will not infringe any copyright, patent, trade secret or other intellectual property right of any person or entity in any country.

Section 9. Limitation on Liability.

THE PARTICIPANT AND THE VENDOR HEREBY EXPRESSLY ASSUME AND SHALL BE RESPONSIBLE FOR ALL RISK OF LOSS ASSOCIATED WITH THEIR USE OF ANY PART OF THE MLS. IN NO EVENT SHALL SAR, ITS OWNERS, SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, OR AFFILIATES (COLLECTIVELY, THE "COVERED PARTIES") BE LIABLE FOR ANY LOSS, CLAIM, DAMAGE, OR ANY SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS OR BUSINESS INTERRUPTION), WHETHER BASED IN CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY USE OR PERFORMANCE OF THE MLS OR FOR ANY INFORMATION, PRODUCTS OR SERVICES OBTAINED OR CREATED THROUGH THE MLS, EVEN IF A COVERED PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Section 10. Notice.

Unless otherwise specifically permitted by this Agreement all notices or other communications required or permitted under this Agreement shall be in writing, and shall be personally delivered, sent by registered or certified mail, postage prepaid, return receipt requested, sent by facsimile transmission, or sent by electronic mail and shall be deemed received: (i) if personally delivered, upon the date of

delivery to the address of the person to receive such notice; (ii) if mailed in accordance with the provisions of this paragraph, five (5) business days after the date placed in the mail; (iii) if mailed other than in accordance with this paragraph, upon the date of delivery to the address of the person to receive such notice; or (iv) if given by facsimile transmission or electronic mail, when sent. Notices shall be given at the addresses set forth under each party's signature.

Section 11. Miscellaneous.

11.1 *Inurement.* The terms of this Agreement shall be binding upon and inure to the benefit of, and shall be enforceable by, all parties hereto, their personal and legal representatives, agents, successors and assigns to the extent, but only to the extent that assignment is provided for in accordance with, and permitted by, the provisions of this Agreement. Such assignment shall be prohibited except by the written consent of the other parties.

11.2 *Governing Law.* This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Colorado, United States of America, irrespective of the fact that any one of the parties now is, or may become a resident of a different state or country.

11.3 *Severability.* Any provision of this Agreement found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the rest of this Agreement.

11.4 *Entire Agreement.* This Agreement contains the entire agreement between the parties hereto and may be enforced at law or in equity to the extent necessary.

11.5 *Modification of Agreement.* No variations, modifications, or changes in the terms of this Agreement shall be binding on any party hereto unless set forth in a document duly executed by or on behalf of such party.

11.6 *Enforcement.* In any action to enforce any of the provisions or rights under this Agreement, the unsuccessful party to such litigation or arbitration shall pay all of the costs, expenses, and reasonable attorneys' fees of the successful party or parties.

11.7 *Equitable Relief.* The parties agree that remedies at law may be inadequate to protect against breach of this Agreement and hereby consent to the granting of relief in equity, including an injunction, whether temporary, preliminary, or final, with respect to enforcement of this Agreement, without proof of actual damages.

11.8 *Non-Waiver.* The failure of any party or all parties to insist, in any one or more instances, upon performance of any of the terms or conditions of this Agreement shall not be construed as a waiver or a relinquishment or any right granted hereunder of the future performance of any such term, covenant or condition, but the obligations of all parties with respect thereto shall continue in full force and effect.

11.9 *Acknowledgment.* The parties agree that in entering into this Agreement, they are relying upon their own judgment, belief and knowledge as to all phases of their claims and further

acknowledge that no promise, inducement or agreement, or any representations and warranties not expressed herein, have been made to procure their agreement hereto. The parties further acknowledge that this Agreement is contractual and not merely recital, and that they have read, understand and fully agree to the terms of this Agreement.

11.10 *Further Assurances.* The parties hereto agree that they and each of them will take whatever action or actions as are deemed by counsel to SAR to be reasonably necessary or desirable from time to time to effectuate the provisions or intent of this Agreement, and to that end, the parties agree that they will execute, acknowledge, seal, and deliver any further instruments or documents which may be necessary to give force and effect to this Agreement or any of the provisions hereof, or to carry out the intent of this Agreement.

11.11 *Contract Ambiguities.* The Rule of Construction which provides that ambiguities in a contract shall be construed against the drafter shall not apply to this Agreement and all parties waive any such defense to the terms of this Agreement.

11.12 *Gender and Headings.* Throughout this Agreement, where such meanings would be appropriate, the masculine gender shall be deemed to include the feminine and the neuter and vice versa, and the singular shall be deemed to include the plural, and vice versa. The headings herein are inserted only as a matter of convenience and reference, and in no way define or describe the scope of the Agreement, or the intent of any provisions hereof.

11.13 *Survivability.* Where the context of this Agreement requires such an interpretation, this Agreement shall survive termination.

11.14 *Counterparts.* This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall be deemed one instrument.

11.15 *Facsimile Signatures.* Facsimile signatures shall be deemed to be the same as original signatures.

11.16 *Authority.* The representatives of each party to this Agreement hereby warrant and represent they are duly authorized to enter into this Agreement and that each party hereto shall be fully bound by the terms set forth above.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals and acknowledged this Compliance Agreement as of date first set forth above.

SUMMIT ASSOCIATION OF REALTORS

Name: Jeremiah Berry

Title: MLS Director

Post Office Box 2397

352 Lake Dillon DR.

Dillon, Colorado 80435

Telephone: (970) 468-8700

Facsimile: (970) 468-8711

PARTICIPANT:

Name of Participant: _____

Name of Signatory: _____

Title of Signatory: _____

Address: _____

Telephone: _____

Facsimile: _____

VENDOR:

Name of Vendor: BLUE FIRE GROUP INC.

Name of Signatory: PAUL EASTWOOD

Title of Signatory: PRESIDENT

Address: PO BOX 630738, LITTLETON, CO 80163-0738

Telephone: 303 225 7600

Facsimile: _____