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3. If you are a California Association of REALTORS® member (hereinafter “C.A.R. Member”) during the 2008 membership year, RE FormsNet grants you a license to use FORMS ADVISOR™ through March 31, 2009.

B. Installation and Use.

RE FormsNet grants you the right to use FORMS ADVISOR™ online located at the website designated by RE FormsNet on any number of personal computers owned by you. The license is registered to you as an individual user.

SECTION 2. GENERAL TERMS AND CONDITIONS

A. Account Setup. Use of FORMS ADVISOR™ may require that you open an account. You may do this yourself, or your broker or administrator may do this for you. The registration process will provide us with current, complete and accurate information as prompted by the applicable registration form(s). Your email address may be required, and you will need to choose a password. Our use of your email address is an integral part of FORMS ADVISOR™. You may need it to log into FORMS ADVISOR™, and in some circumstances FORMS ADVISOR™ may auto-generate email messages to you.

B. Password; Account Activities. You are entirely responsible for maintaining the confidentiality of your password, security question(s) and answer(s) and all other account credentials. You may not give your password or credentials to anyone else, and you may not use anyone else's account at any time. Furthermore, you are entirely responsible for any and all activities that occur under your account. You agree to notify RE FormsNet immediately of any unauthorized access or use of your account or any other breach of security that potentially compromises the privacy of your account credentials, documents, or information. RE FormsNet will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. You may be held liable for losses incurred by RE FormsNet or another party due to someone else using your account or password.

C. Prohibitions on Use. As a condition of your use of FORMS ADVISOR™, you agree that you will not use FORMS ADVISOR™ for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use FORMS ADVISOR™ in any manner that could damage, disable, overburden, or impair any RE FormsNet server(s), or the network(s) connected to any RE FormsNet server(s), or interfere with any other party's use of FORMS ADVISOR™. You may not attempt to gain unauthorized access to FORMS ADVISOR™, other accounts, computer systems or networks connected to any RE FormsNet server(s), through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through FORMS ADVISOR™. By way of example, and not as a complete list, you agree that when using FORMS ADVISOR™, you will not:

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- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information.
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G. Compliance with Applicable Laws. You must comply with all applicable laws regarding use of FORMS ADVISOR™, including but not limited to those relating to privacy, personal information, telephone calls, faxes, e-mails and security breaches.

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SECTION 6. EXPORT RESTRICTIONS. You agree that you will not export or re-export FORMS ADVISOR™ to any country, person, entity or end user subject to U.S.A. export restrictions.

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A. Limited Warranty. RE FormsNet warrants that FORMS ADVISOR™ will be free of defects in materials and workmanship for a period of ninety (90) calendar days from the date of your purchase or acquisition, as applicable. Within this period, RE FormsNet will promptly repair FORMS ADVISOR™ without charge. This warranty will be limited to repair of FORMS ADVISOR™ and will not encompass any damages whatsoever. Refunds will not be issued to you or the purchasing party, as applicable, unless the defect cannot be remedied by repair.

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C. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL RE FORMSNET OR ITS SUPPLIERS OR LICENSORS BE LIABLE FOR ANY PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE FORMS ADVISOR™ OR THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, EVEN IF RE FORMSNET HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE RE FORMSNET'S ENTIRE LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT WILL BE LIMITED TO THE GREATER OF THE AMOUNT ACTUALLY PAID BY YOU FOR FORMS ADVISOR™ OR US \$5.00. BECAUSE SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. YOU SPECIFICALLY AGREE THAT RE FORMSNET SHALL NOT BE RESPONSIBLE OR LIABLE IN ANY WAY WHATSOEVER FOR UNAUTHORIZED ACCESS TO, USE OR ALTERATION OF YOUR DATA, ANY MATERIAL, CONTENT, DATA SENT OR RECEIVED OR NOT SENT OR RECEIVED, OR ANY TRANSACTION CREATED, ACCESSED OR STORED IN CONNECTION WITH FORMS ADVISOR™, WHETHER EXPRESS, IMPLIED OR STATUTORY.

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SECTION 8. MISCELLANEOUS.

A. Entire Agreement. Unless otherwise specified herein, this Agreement constitutes the entire agreement between you and RE FormsNet and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and RE FormsNet.

B. Jurisdiction and Venue. This Agreement is governed by and construed in accordance with the substantive and procedural laws of the State of California, U.S.A., excluding its conflict of law principles. Any action or proceeding

brought in connection with this Agreement, whether in law or equity, will be filed exclusively in a court of competent jurisdiction located within the County of Los Angeles, State of California. You hereby waive any objection you may have in any such action based on lack of personal jurisdiction, improper venue or inconvenient forum.

C. Relationship. You agree that no joint venture, partnership, employment, or agency relationship exists between you and RE FormsNet as a result of this Agreement.

D. Indemnification. You agree to indemnify, defend and hold RE FormsNet, its parents, subsidiaries, affiliates, and its and their directors, officers, employees, agents and licensors harmless from any claim, action, demand, liability loss, cost, expense or damage, including reasonable attorneys' fees, arising out of or any way connected with your access to, use of or conduct in connection with FORMS ADVISOR™.

E. Severability. If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement shall continue in effect.

F. Information Regarding RE FormsNet Products and Services. You agree that RE FormsNet may send you information regarding products and services that may be interesting or valuable to you via the contact information you provided. If you no longer wish to receive information regarding such products and services, please make your request by visiting <http://support.zipform.com/emailsupport.asp> or call (586) 840-0140. We will implement your request as quickly as possible.

G. Survival. Sections 4 through 8, inclusive, shall survive the expiration or termination of this Agreement.

H. Typeface Designs. FORMS ADVISOR™ contains software which generates typeface designs. You may not separate the font software from FORMS ADVISOR™.

I. Questions. Should you have any questions concerning this Agreement, or if you desire to contact RE FormsNet for any reason, please contact RE FormsNet at:

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Effective: January 11, 2008