

Terms and Conditions:

PLEASE READ THIS LICENSE AGREEMENT AND OUR PRIVACY POLICY (THE "AGREEMENT") CAREFULLY BEFORE YOU LOG ONTO AND/OR ACCESS ACTIVEREALTYTEAM.COM . THIS AGREEMENT EXPLAINS ACTIVE REALTY TEAM LLC ("ART") OBLIGATIONS TO YOU, YOUR OBLIGATIONS TO ART, THE TERMS AND CONDITIONS FOR YOUR USE OF ACTIVEREALTYTEAM.COM AND WILL CONSTITUTE A BINDING CONTRACT BETWEEN YOU AND ART. BY CLICKING ON THE "I ACCEPT" BUTTON, OR BY LOGGING ONTO OR ACCESSING ACTIVEREALTYTEAM.COM, YOU AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT WISH TO BE BOUND BY ALL OF THE TERMS IN THIS AGREEMENT, YOU SHOULD CLICK ON THE "I DECLINE" BUTTON AND YOU MAY NOT LOG ONTO OR ACCESS ACTIVEREALTYTEAM.COM.

ART LICENSE AGREEMENT AND PRIVACY POLICY

THIS AGREEMENT REPRESENTS THE ENTIRE AGREEMENT CONCERNING ACTIVEREALTYTEAM.COM BETWEEN YOU AND ART AND SUPERSEDES ANY PRIOR PROPOSAL, REPRESENTATION OR UNDERSTANDING. THIS AGREEMENT APPLIES TO ACTIVEREALTYTEAM.COM AND ANY AND ALL ACTIVEREALTYTEAM.COM MODIFICATIONS, UPGRADES OR IMPROVEMENTS FURNISHED TO YOU BY ART.

1.0. PURPOSE.

You are a member or subscriber of ActiveRealtyTeam.com entity ("ART Entity") that provides you with certain services and access to, among other things, real estate listing data. Upon visiting ActiveRealtyTeam.com the site may contain your personal customer contact information ("Personal Data"), information derived from Data (e.g. market statistics, listing history/property archive reports) logos, graphic images and other data representing public records/tax-related information (collectively "System Information"). This agreement grants you to use the ActiveRealtyTeam.com and to access various stored data elements subject to the terms described herein.

2.0. RIGHT TO ACCESS. ActiveRealtyTeam.com access is permitted. ART will collect, through your IPS, information including, but not limited to, name, email address and phone number.

3.0. LICENSE GRANT AND RESTRICTIONS.

3.1. License. Subject to the terms and conditions of this Agreement and your participation in ActiveRealtyTeam.com, ART grants to you, and you accept, a nonexclusive, non-transferable, revocable license to access ActiveRealtyTeam.com and any documentation only as authorized in this Agreement for purposes of assisting you in selling or buying real estate. This license does not include any right to source code for ActiveRealtyTeam.com.

3.2. Restrictions. Except as expressly set forth in this Agreement, you may not (a) copy, decompile, reverse engineer, or otherwise translate ActiveRealtyTeam.com; (b) disable any license or control features of the ActiveRealtyTeam.com; (c) license, sublicense, rent, or sell ActiveRealtyTeam.com (or any portion thereof), or (d) use ActiveRealtyTeam.com in any way which would violate any federal, state, provincial local law, ordinance, judicial ruling or administrative rule or regulation. Under no circumstances shall you make available for access or otherwise transfer directly or indirectly to a third party, in whole or in part, ActiveRealtyTeam.com or the associated documentation, without ART's prior written consent.

3.3. Limitations on Use; ART Agreement. You acknowledge and agree that ART Entity must have granted you the right, at all times, to access ActiveRealtyTeam.com in order to retain the license granted for ActiveRealtyTeam.com to you by ART under this Agreement. You warrant that you currently have such rights from ART Entity and that you are a member or subscriber in good standing with said ART Entity. You agree to be bound by the terms of this Agreement as well as any changes, amendments, or successor agreements hereto.

3.4. Use to Export Third Party Data. ART may give you the capability to export, copy, compile, print or report certain System Information. Neither this Agreement nor the presence of any features implicitly or explicitly grants you any rights to use such System Information in any way other than permitted by the owner of such System Information. ART access alone does not grant you any right to re-commercialize data, in whole or in part, by selling, licensing, renting, distributing or otherwise transferring rights in the System

Information to any other party for any purpose whatsoever.

4.0. ART PROPRIETARY RIGHTS. You acknowledge and agree that ActiveRealtyTeam.com (and any modifications, upgrades or improvements) and associated documentation (and any revisions) are proprietary products of ART protected under U.S. copyright law. You further acknowledge and agree that all right, title, and interest in and to ActiveRealtyTeam.com and associated documentation (including modifications, upgrades or improvements) as well as associated intellectual property rights, are and shall remain with ART. This Agreement does not convey to you an interest in or to ActiveRealtyTeam.com, but only a limited right of use terminable in accord with the terms of this Agreement.

5.0 TERM; TERMINATION.

5.1. Term. The term of the license granted herein shall be concurrent with the term of this Agreement and the term of the agreement with ART Entity. Subject to the conditions herein, the term of this Agreement shall commence on the date of your first logging onto ActiveRealtyTeam.com and/or otherwise accessing the ActiveRealtyTeam.com and shall extend until terminated by you, or ART Entity.

5.2. Termination. This Agreement shall terminate upon the occurrence of any of the following: (1) you fail to comply with the terms of this Agreement; (2) you lack access rights to ActiveRealtyTeam.com described in Section 1 and Subsection 3.3; (3) you are no longer a member in good standing of ART Entity; (4) ART Entity has requested that your access be discontinued;

6.0. LIMITED WARRANTY; REMEDY; DISCLAIMER.

6.1. Warranty and Remedy – ActiveRealtyTeam.com. is for your benefit alone, ART warrants for the term of this Agreement that ActiveRealtyTeam.com will perform substantially in accordance with the end-user documentation that is available online on the Matrix System. The foregoing warranty does not cover damage or failure caused by improper use or neglect, your failure to comply with the minimum operational requirements for ActiveRealtyTeam.com, any software delivered under this Agreement, or your modification or use of ActiveRealtyTeam.com and any software delivered under this Agreement contrary to the terms of this Agreement or the documentation. Provided further, ART does not warrant the (i) speed of access to data via the Internet or via communication lines over which ART has no direct or immediate control; (ii) the ActiveRealtyTeam.com or any software delivered under this Agreement if you do not maintain the minimum operational requirements; or (iii) any functionality that is available through links to third party sites. Your sole and exclusive remedy for breach of the foregoing warranty shall be either repair or replacement as ART may elect.

6.2. DISCLAIMER. EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH ABOVE, ACTIVEREALTYTEAM.COM, THE SOFTWARE AND ANY RELATED DOCUMENTATION ARE LICENSED "AS IS" AND ART DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7.0. LIMITATION OF LIABILITY.

UNDER NO CIRCUMSTANCES SHALL ART BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING LOST REVENUES OR PROFITS, LOSS OF BUSINESS OR LOSS OF DATA (EVEN SHOULD CIRCUMSTANCES RENDER ANY OR ALL OF THE REMEDIES SET FORTH IN THIS AGREEMENT TO FAIL OF ITS/THEIR ESSENTIAL PURPOSE AND EVEN IF ART HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). ANY CLAIM AGAINST ART SHALL BE LIMITED TO THE AMOUNT PAID ON YOUR BEHALF BY ACTIVETEAMREALTY.COM TO ART, IF ANY, DURING THE SIX MONTHS PRECEDING THE DATE ON WHICH THE CLAIM AROSE FOR USE OF ActiveRealtyTeam.com.

8.0 INDEMNIFICATION.

YOU AGREE TO INDEMNIFY AND HOLD HARMLESS ACTIVE REALTY TEAM LLC, ITS DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, PARENT, SUBSIDIARIES, AFFILIATES AND AGENTS FROM AND AGAINST ALL LOSSES, EXPENSES, DAMAGE AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES, RESULTING FROM ANY VIOLATION OF THIS AGREEMENT OR YOUR NEGLIGENT, IMPROPER OR ILLEGAL USE OF

ACTIVEREALTYTEAM.COM SYSTEM OR SYSTEM INFORMATION.

9.0. GOVERNING LAW; FORUM SELECTION; STATUTE OF LIMITATIONS; WAIVER OF JURY TRIAL. The interpretation and construction of this Agreement shall be governed by the laws of the State of Texas. You consent to the exclusive jurisdiction of, and waive any venue objections against, the United States District Court for the Central District of Texas, Harris County Division and the Superior and Municipal Courts of the State of Texas located in Harris County with respect to all disputes and causes of action arising out of or related to this Agreement, your use of ActiveRealtyTeam.com, System Information or other claims/causes of action by you against ART. Any cause of action you may have with respect to this Agreement or by virtue of your use of ActiveRealtyTeam.com, or System Information must be commenced within one year after the claim or cause of action arises or such claim or cause of action is barred. ART AND YOU WAIVE ANY RIGHTS THEY MAY HAVE TO TRIAL BY JURY WITH REGARD TO ANY CLAIM OR DISPUTE ARISING UNDER OR RELATING TO THIS AGREEMENT, ActiveRealtyTeam.com, SYSTEM INFORMATION OR SERVICE PROVIDED BY ART.

10.0. SEVERABILITY. If any provision of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the invalid provision is declared to be severable and the validity and enforceability of the remaining provisions and the applications thereof shall not be affected thereby. Notwithstanding the above, such invalid provision shall be construed, to the extent possible, in accordance with the original intent of this Agreement.

11.0. NO WAIVER. Failure by either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

12.0. U.S. GOVERNMENT RESTRICTED RIGHTS. Any software and related documentation are provided with RESTRICTED RIGHTS. Use, duplication or disclosure by the Government is subject to restrictions as set forth in subparagraph 9(c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs c(1) and (2) of the Commercial Computer Software - Restricted Rights 48 C.F.R. 52.227-19, as applicable.

13.0. TRADEMARK. Active Realty Team is a registered trademark. No right, license or interest to such trademark is granted hereunder and you agree that no such right, license or interest shall be asserted by you with respect to such trademark.

14.0. THIRD PARTIES. This Agreement is not intended, and shall not be construed to be, for the benefit of any third party.

15.0. ASSIGNMENT. You may not transfer, sell or assign any rights or obligations in or to ActiveRealtyTeam.com or this Agreement to anyone else and any attempt to do so shall be void.

16.0. MODIFICATION OF THIS AGREEMENT. ART reserves the right to change the terms, conditions and notices under which ActiveRealtyTeam.com is offered. You are responsible for regularly reviewing these terms and conditions. Continued use on ActiveRealtyTeam.com after any such changes shall constitute your consent to such changes and your agreement to be bound by them.

17.0. RESERVED RIGHTS. All rights not expressly granted herein are reserved to ART.

PRIVACY POLICY

It is very important to ART that you are able to retain your privacy while you take advantage of all the Internet has to offer. For this reason, ART will operate by the following principles. By using ActiveRealtyTeam.com, you are accepting the practices described in this Privacy Policy.

1. NOTICE OF INFORMATION (INCLUDING PERSONAL INFORMATION) COLLECTED. We will collect certain

Personal Information, including your name, company name, street address, phone numbers, email addresses.

2. INFORMATION SHARING AND CONSENT. ART uses information that you provide to improve the operations of its site, to statistically analyze site usage, to improve content and product offerings and to customize the site's content and layout. Notwithstanding anything to the contrary in this Privacy Policy, ART does not sell or otherwise share any information you provide to us with any third parties.

Our site may contain links to other sites not affiliated with ART. These sites have their own policies and practices regarding online privacy and ART cannot be responsible for the privacy practices or the content of these websites. It is important for you to read the privacy statement and terms of use for each site you visit to ensure you are comfortable with how they might use your Personal Information.

3. SECURE DATA STORAGE AND TRANSFERS. You accept and understand that it is not possible to ensure unconditional security and confidentiality from unauthorized third parties when transmitting information across the Internet which is a public network. You accept the possible risk of disclosure of information during transmission between ART and you, or while residing in your personal computer and/or network and hereby waive any rights that you might have against ART arising from disclosure. You also agree to hold ART harmless against any claims for damage suffered as a result of such disclosure.

4. USE OF COOKIES. A cookie is a very small text file that a website saves to your computer's hard disk to store information that you provide about yourself or to store your preferences. ART may use cookies to tailor your experience at the site, show you content of interest to you, display the content according to your preferences and maintain information about your activity on the site. This information may be shared on an aggregate basis. Sites linked to or embedded within ActiveRealtyTeam.com may use their own cookies. This privacy policy does not address how these companies use their cookies. It is important for you to read the privacy statement and terms of use for each site you visit to ensure you are comfortable with how they might use your Personal Information.

5. UPHOLDING OUR LEGAL RESPONSIBILITIES. ART will disclose Personal Information if required to do so by law or in the good-faith belief that such action is necessary to (a) conform to the edicts of the law or comply with legal process served on ART or the site; (b) protect and defend the rights or property of ART, or affiliated websites; and, (c) act under exigent circumstances to protect the personal safety of users of ActiveRealtyTeam.com users and/or the public.

6. APPLICABILITY OF OUR LICENSING AGREEMENT. Any dispute over privacy is subject to this notice and our End-User Agreement, including limitations on damages and applicability of the laws of the State of Texas. Use of information that we gather now is subject to the Privacy Policy in effect at the time we use the information. We suggest that you check our website frequently to see recent changes.

7. MICROSOFT VIRTUAL EARTH MAPPING AND GOOGLE TERMS AND PRIVACY POLICY. By entering into this Agreement, you hereby accept and agree to be bound by the terms and conditions of the Microsoft Bing Terms of Use and Privacy Statement, which you may review on the Microsoft website at:

<http://www.microsoft.com/maps/product/terms.html> and <http://privacy.microsoft.com/en-us/bing.msp>, respectively. And by Google's Terms of Use and Privacy Statement, which you may review on of Use and Privacy Statement, which you may review on <https://policies.google.com/terms?hl=en-US>.