



RealBird Inc.
 434 Quartz St, Redwood City, CA 94062
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 Email: info@realbird.com
 Web: <http://www.realbird.com>

RealBird Map-based IDX Property Search Signup Form (FCTucker Agents)

Please fill out the information below and fax it to (866) 551-2934.

**PROMOTION: AS AN FCTucker Agent, you are qualified for our
 special pricing of \$179.99 per year (savings of \$120 over the regular price of \$300)**

Account Information

First Name	Middle Name	Last Name
Address	Suite/Apt	City, State Zip
Phone	Fax	Email
() _____	() _____	_____@_____
Website	Select a password	MLS
http:// _____		MIBOR
Company Name		

Billing Information

Name on the Card	Card Number	Expiration Date (mm/yy)
		____/____
Billing Address	Billing Address – Suite/Apt	Billing Address – City, State Zip
Billing Phone		
() _____		

Pricing

Special FCTucker agent pricing

[X] \$179.99 per year

*savings of \$120 over the regular
 price of \$300*

By signing this document, I acknowledge that I have read and agree with the attached Agreement and that I authorize RealBird Inc. to charge my credit card at the price shown above.

SIGN HERE: _____

PRINT NAME: _____

DATE: _____

Agreement For Map Based Search

This Agreement is made by and between **Customer**, with name, address as shown on the attached **Signup Form** and **RealBird, Inc.** a California corporation based in Redwood City, CA (“Realbird” or “Service Provider”), both referred to as “Parties”.

Service: RealBird will provide to Customer the Realbird web based mapping service to be added to/for each of their online listings and as a map-based search tool. The service will consist of one branded Realbird Viewer hosted on RealBird servers with MIBOR MLS listing data.

Service Quality: The RealBird Viewer Service integrates and uses various third party services and data Providers. Customer understands that RealBird has no control over or Service Level Agreements with these providers. Specifically, the imagery of the Viewer’s aerial database has newer, color photos in a growing number of areas, and older, black and white photos in other areas; geocoding software which translates addresses to geographical coordinates which are then used to pinpoint the address on a map can also be on occasion erroneous. Therefore, the Realbird Viewer Service is provided “as-is”, with no specific guarantees regarding geocoding accuracy, quality or age of the maps, or the up-time or performance of the various servers that provide such data. RealBird recognizes that it is in its best interest to provide a high quality service and will expend best efforts to provide best possible performance and quality.

Data Ownership, Copyrights and Trademarks. The Realbird Service integrates data from a variety of independent providers. All copyright and trademarks are posted and explained in RealBird Terms of Use (“TOU”). Customer agrees to abide by U.S. patent, trademark and copyright laws governing all involved data and services. Customer further agrees to abide by RealBird’s TOUs as posted on the www.realbird.com website. All Data is licensed and not sold. Customer may not (a) copy, translate, modify, create derivative works of, or otherwise use the Service or any part thereof, (b) distribute, sell, assign, pledge, sublicense, lease, loan, use for service bureau purposes, rent, or otherwise transfer the Service or Data or any part thereof in any form to another person, (c) remove from the Service or Data, or alter, any of the trademarks, trade names, logos, patent or copyright notices or other proprietary notices or markings, or add any other notices or markings to the Service or Data, (d) use the Service to tamper with, spoof, or attempt to obtain unauthorized access to Service Provider’s servers or databases; (e) use the Service or Data in an abusive manner as determined solely by Service Provider; or (f) permit any other party to do any of the foregoing. Service Provider does not grant to Customer any express or implied licenses or rights to any enabling technologies or systems that may be necessary to use the Service.

Fees: The contract Term length is 12 months. The yearly Service fee is as shown on the attached Signup Form, payable in advance by credit card and in conforming with the offer outlined on the attached Signup Form.

Term and Termination: The Term of this Agreement is 12 months, automatically renewable for subsequent 12 months periods, unless cancelled by either Party. During the Term of this Agreement it can be cancelled only for good cause, such as serious service disruptions, after a reasonable time for cure has elapsed, serious infringements of this agreement’s terms, bankruptcy of either party.

Limitation of Liability: REALBIRD SHALL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR INDIRECT DAMAGES OF ANY KIND (INCLUDING DAMAGES FOR INTERRUPTION OF BUSINESS, PROCUREMENT OF SUBSTITUTE GOODS, LOST DATA, LOST PROFITS, OR THE LIKE) ARISING OUT OF CUSTOMER’S OR ITS END USERS’ USE OR INABILITY TO USE THE SERVICE OR DATA (OR ANY INTELLECTUAL PROPERTY SUBSISTING THEREIN) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EVEN IF REALBIRD HAS BEEN ADVISED OF THE POSSIBILITY

OF SUCH DAMAGES. IN NO EVENT WILL SERVICE PROVIDER'S AGGREGATE CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT, TO CUSTOMER OR TO ANY THIRD PARTY, EXCEED TWO-HUNDRED AND FIFTY U.S. DOLLARS (U.S. \$250.00). THE EXISTENCE OF MULTIPLE CLAIMS WILL NOT SERVE TO ENLARGE THIS LIMITATION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY TO CUSTOMER.

This limitation of liability will apply notwithstanding the failure of essential purpose of any limited remedy set forth herein. The warranty disclaimer and limitation of liability are fundamental elements of the basis of the bargain between Customer and RealBird. RealBird would not provide the service or data to Customer absent such limitations.

Indemnification. Customer agrees to indemnify and hold Service Provider harmless from and against all damages, liabilities, losses, costs and expenses arising from or relating to Customer's or its End Users use or misuse of the Service or Customer's breach of this Agreement.

Miscellaneous: Nothing contained herein will be construed to create any agency, employment, partnership, principal-agent relationship, or other form of joint enterprise between the parties. No waiver or modification of the Agreement will be valid unless signed by each party. The waiver of a breach of any term hereof will in no way be construed as a waiver of any other term or breach hereof. The headings in this Agreement do not affect its interpretation. Customer may not assign or transfer any of Customer's rights or obligations under this Agreement to a third party without the prior written consent of Service Provider. Any attempted assignment or transfer in violation of the foregoing will be void from the beginning. Service Provider may assign this Agreement without consent to any third party. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

Governing Law: This Agreement is governed by the laws of the State of California, without reference to conflict of laws principles that would require the application of the laws of any other jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed. All disputes arising out of this Agreement will be subject to the exclusive jurisdiction of the state and federal courts located in San Francisco, Ca, and the parties irrevocably consent to the personal and exclusive jurisdiction and venue of these courts. This Agreement is the final, complete, and exclusive Agreement between the Parties relating to the subject matter hereof, and supersedes all prior or contemporaneous understandings and agreements relating to such subject matter, whether oral or written.