

AGREEMENT

This Agreement ("Agreement") is effective this 18th day of May, 2011 (the "Effective Date") and is entered into by and between (i) National Association of Realtors, an Illinois corporation, having its principal place of business at 430 North Michigan Avenue, Chicago, Illinois 60611 ("NAR"), and (ii) CIVIX-DDI, LLC, a Colorado limited liability company, having a place of business at 1220 Prince Street, Alexandria, Virginia 22314 ("CIVIX"). NAR and CIVIX are collectively referred to as the "Parties," and individually as a "Party."

RECITALS

WHEREAS, CIVIX owns patents on systems and methods used to locate and provide information about items of interest, such as real estate, from a remote database via the Internet, including U.S. Patent Nos. 6,385,622 and 6,415,291;

WHEREAS, CIVIX has enforced and licensed its patents against entities in the real estate industry, including Move, Inc., Tarasoft Corporation and Metropolitan Regional Information Systems LLC ("MRIS");

WHEREAS, CIVIX is currently enforcing its patents against Midwest Real Estate Data LLC ("MRED"), and has contacted numerous Multiple Listing Services, real estate associations and real estate boards regarding the need to acquire licenses under CIVIX's patents to provide real estate searching services;

WHEREAS, NAR contacted CIVIX regarding the possibility of acquiring the right to obtain licenses under CIVIX's patents for the Real Estate Industry (as defined below), and CIVIX responded that it is willing to grant such licenses;

WHEREAS, the Parties entered into a Letter of Intent on May 6, 2011 (“the LOI”) setting forth material terms and conditions under which CIVIX would grant to NAR the right to grant non-exclusive license and other rights under CIVIX’s patents;

WHEREAS, the LOI required the Parties to proceed expeditiously and in good faith to negotiate an agreement that embodies the material terms and conditions in the LOI by May 13, 2011;

WHEREAS , the Parties mutually agreed to extend the terms of the LOI to May 17, 2011;

NOW, THEREFORE, in consideration of the above premises and mutual covenants of the Parties herein, the Parties, intending to be legally bound, agree as follows:

1. DEFINITIONS

In addition to the terms defined above and elsewhere in this Agreement, the following terms shall have the following meanings:

- 1.1. “CIVIX” shall mean CIVIX-DDI, LLC and include its officers, managers, directors, members, employees, shareholders, agents, subsidiaries, predecessors, successors, assigns, subsidiaries and Affiliates.
- 1.2. “NAR” shall mean National Association of Realtors.
- 1.3. “CIVIX Patents” shall mean (a) all patents and patent applications owned, pending or controlled by CIVIX as of, and acquired subsequent to, the Effective Date including, without limitation, (a) U.S. Patent No. 6,385,622 C1 and U.S. Patent No. 6,415,291 C1; (b) any reissues, reexaminations and extensions of any of the patents and/or applications identified in (a); and (c) all parent, grandparent, child, grandchild and sibling patents to those identified in (a).

- 1.4. "Form Patent License Agreement" shall refer to the Patent License Agreement at Exhibit 1 that the Parties have drafted and CIVIX has approved for NAR to use in granting non-exclusive licenses under the CIVIX Patents in accordance with this Agreement.
- 1.5. "Real Estate Industry" shall mean NAR; existing and hereafter created state and local REALTOR® associations, commercial and residential MLSs and their existing and future participants, members and subscribers, REALTORS®, real estate agents and brokers, brokerage firms and their affiliates, franchisees and franchisors; and existing and future vendors that provide existing and subsequently developed proprietary real estate listing and searching products, software, systems and services to the foregoing (such as, but not limited to, LPS, CoreLogic and Realist, Rapattoni, FBS, RPR™, Solid Earth, Stratus, Systems Engineering and dynaCONNECTIONS and IDX and VOW vendors). For purposes of this Agreement, the term "Real Estate Industry" shall not include Craigslist, CoStar, LoopNet, Trulia or Zillow.
- 1.6. "MLS" shall mean Multiple Listing Service as that term is commonly used in the real estate brokerage industry, and includes an organization which facilitates cooperation between real estate licensees and affiliated participants such as appraisers and is a vehicle for accumulating and disseminating proprietary and public information to them, their clients and customers and the public.
- 1.7. "Participant(s)" shall mean the aggregate number of existing and future dues-paying participants, members and subscribers in/of MLSs.

1.8. "Previously Licensed MLS(s)" shall mean the MLSs served by a primary MLS system licensed under the CIVIX Patents prior to the Effective Date.

2. RIGHT OF NAR TO GRANT RIGHTS UNDER THE CIVIX PATENTS

2.1. CIVIX hereby grants to NAR the right to grant to the Real Estate Industry the non-exclusive license and other rights under the CIVIX Patents enumerated in the Form License Agreement. NAR's right to grant such rights under the CIVIX Patents is limited to activities, persons and entities in the Real Estate Industry. NAR shall use the Form License Agreement to grant non-exclusive license and other rights under the CIVIX Patents on an MLS by MLS basis only when NAR has paid CIVIX for all Participants in such MLS. The non-exclusive license and other rights under the CIVIX Patents may, but need not, cover other persons or entities falling within the definition of Real Estate Industry that are associated with the MLS entering into the Form License Agreement. NAR's right to grant non-exclusive license and other rights to the Real Estate Industry shall become exclusive to NAR only if and when CIVIX receives a total of Seven Million Five Hundred Thousand U.S. Dollars (\$7,500,000) in accordance with paragraph 3 below. However, CIVIX shall refrain from initiating new patent infringement litigation against any person or entity in the Real Estate Industry until after the payment deadline in paragraph 3.1.c below has expired and CIVIX has received less than Seven Million Five Hundred Thousand U.S. Dollars (\$7,500,000) from NAR.

2.2. Subject to NAR's compliance with the requirements of paragraph 3 below, CIVIX agrees to indemnify, hold harmless and defend any MLS that entered into a

license granted by NAR pursuant to paragraph 2.1 above in connection with their purchase, use, sale, offer for sale, importation, exportation or license of any products or services that are the subject of the license granted by NAR pursuant to paragraph 2.1 above for any claim of infringement arising out of or relating to any patent or application (i) claiming priority to U.S. Patent Application No. 08/371,425, or (ii) currently owned by Procepts LLC and previously acquired from CIVIX, including all costs, fees and expenses associated with defending against any such claim and the enforcement of this indemnity obligation. For the avoidance of doubt, the scope of the indemnification obligation in this paragraph 2.2. extends to the same extent as to licenses granted by NAR pursuant to paragraph 2.1 above as if the patents and applications referenced in (i) and (ii) of this paragraph 2.2 were the CIVIX Patents.

3. PAYMENTS

- 3.1. In exchange for the right granted by CIVIX to NAR in paragraph 2 above, NAR shall make the following payments to CIVIX:
- a) Within thirty (30) calendar days after the Effective Date of this Agreement, the greater of:
 - (1) Two Million Five Hundred Thousand U.S. Dollars (\$2,500,000); or (2) the sum of (i) Nine U.S. Dollars and Six U.S. Cents (\$9.06) per Participant covered by licenses granted by NAR and (ii) Two U.S. Dollars (\$2.00) per Participant in a Previously Licensed MLS covered by licenses granted by NAR; and
 - b) Within sixty (60) calendar days after the Effective Date of this Agreement, the greater of:

(1) the lesser of Two Million Five Hundred Thousand U.S. Dollars (\$2,500,000) or Five Million U.S. Dollars (\$5,000,000) less the amount paid pursuant to paragraph 3.1.a above; or (2) the sum of (i) Nine U.S. Dollars and Six U.S. Cents (\$9.06) per Participant covered by licenses granted by NAR and (ii) Two U.S. Dollars (\$2.00) per Participant in a Previously Licensed MLS covered by licenses granted by NAR beyond the Participants and Participants in Licensed MLSs addressed in paragraph 3.1.a above; and

- c) Within ninety (90) calendar days after the Effective Date of this Agreement, the lesser of: (1) Seven Million Five Hundred Thousand U.S. Dollars (\$7,500,000) less the amounts paid pursuant to paragraphs 3.1.a and 3.1.b above; or (2) the sum of (i) Nine U.S. Dollars and Six U.S. Cents (\$9.06) per Participant covered by the licenses granted by NAR and (ii) Two U.S. Dollars (\$2.00) per Participant in a Previously Licensed MLS covered by licenses granted by NAR beyond the Participants and Participants in Previously Licensed MLSs addressed in paragraphs 3.1.a and 3.1.b above.
- d) NAR shall advise CIVIX on or before the due date of the amount it is able to pay if it is unable to reach the minimum payment required pursuant to paragraph 3.1.a above and this Agreement shall terminate unless CIVIX, within five (5) calendar days thereafter, gives written notice to NAR that it agrees to accept that amount in which case the payment shall be made to CIVIX within two (2) calendar days of CIVIX's notice and the parties' obligations under this Agreement shall continue. If CIVIX exercises the option to accept less than the minimum payment, NAR's licenses shall be limited to the Participants and Previously Licensed MLSs

licensed pursuant to paragraph 3.1.a above. NAR shall advise CIVIX on or before the due date of the amount it is able to pay if it is unable to reach the minimum payment required pursuant to paragraph 3.1.b above and this Agreement shall terminate unless CIVIX, within five (5) calendar days thereafter, gives written notice to NAR that it agrees to accept that amount in which case the payment shall be made to CIVIX within two (2) calendar days of CIVIX's notice and the parties' obligations under this Agreement shall continue. If CIVIX exercises the option to accept less than the minimum payment, NAR's licenses shall be limited to the Participants and Previously Licensed MLSs licensed pursuant to paragraphs 3.1.a and 3.1.b above

- e) Upon the aggregate payment of Seven Million Five Hundred Thousand U.S. Dollars (\$7,500,000) pursuant to this paragraph 3, neither NAR nor any member of the Real Estate Industry including Tarasoft Corporation shall have any further payment obligation to CIVIX, whether pursuant to this Agreement or any other agreement, and NAR's right to grant licenses and other rights to the Real Estate Industry authorized herein shall become exclusive.

- 3.2. Each of the above payments shall be made to CIVIX through its attorneys, Niro, Haller & Niro by wire transfer to the following account:

Northern Trust Company
50 South LaSalle Street
Chicago, Illinois 60675
ABA #071000152
For the account of:
Niro, Haller & Niro Client Trust
#0002721546
Swift code: CNORUS44

3.3. Until such time as NAR has made payment of Seven Million Five Hundred Thousand U.S. Dollars pursuant to paragraph 3.1.c, NAR shall keep CIVIX informed regarding the status of its grant of licenses to MLSs. To accomplish this, NAR shall provide CIVIX with a written list of MLSs and the number of associated Participants and Previously Licensed Participants that have been licensed with each payment required by paragraphs 3.1.a-3.1.c above sufficient to enable CIVIX to identify all participating and non-participating MLSs and the number of associated Participants and Participants in Previously Licensed MLSs.

4. EFFECTIVE DATES OF LICENSES GRANTED BY NAR

Any licenses granted by NAR within thirty (30) calendar days after the Effective Date of this Agreement shall become effective only upon receipt by CIVIX of the payment required by paragraph 3.1.a above or, if a lesser amount is paid, the lapse of the time for CIVIX to give notice of termination. Any licenses granted by NAR within thirty one (31) to sixty (60) calendar days after the Effective Date of this Agreement shall become effective only upon receipt by CIVIX of the payment required by paragraph 3.1.b above or if a lesser amount is paid, the lapse of the time for CIVIX to give notice of termination. Any licenses granted by NAR within sixty-one (61) to ninety (90) calendar days after the Effective Date of this Agreement shall become effective only upon receipt by CIVIX of the payment required by paragraph 3.1.c above.

5. DEALINGS WITH MRED

Because CIVIX is currently engaged in patent infringement litigation with MRED, NAR must attempt to license the CIVIX Patents pursuant to paragraph 2.1 above, and MRED must accept or decline NAR's offer of such license, within ten (10) calendar days after the Effective Date of this Agreement. If MRED accepts NAR's offer of a license, such acceptance is binding

on MRED, CIVIX and NAR (notwithstanding CIVIX's termination right in the event of a lesser payment than required by paragraph 3.1.a) and NAR shall include MRED's payment in the payment required pursuant to paragraph 3.1.a above. If MRED does not accept NAR's offer of a license under the CIVIX Patents and CIVIX does not receive the payment required by paragraph 3.1.a above within that time period, CIVIX shall retain all rights under the CIVIX Patents with respect to MRED.

6. RESERVATION OF RIGHTS

- 6.1. Subject to paragraph 6.3 below, in the event CIVIX receives a total of Seven Million Five Hundred Thousand U.S. Dollars (\$7,500,000) from NAR in accordance with paragraphs 3.1.a-3.1.c above, NAR's right to grant to the Real Estate Industry non-exclusive license and other rights under the CIVIX Patents shall become exclusive.
- 6.2. In the event CIVIX receives less than a total of Seven Million Five Hundred Thousand U.S. Dollars (\$7,500,000) from NAR in accordance with paragraphs 3.1.a-3.1.c above, CIVIX shall retain all rights under the CIVIX Patents with respect to any person or entity remaining unlicensed at the end of any of the periods specified in paragraphs 3.1.a-3.1.c above. CIVIX shall not settle any claim with, or license the CIVIX Patents to, such person or entity on terms that are reasonably characterized as comparable to or more favorable than the terms of this Agreement.
- 6.3. Notwithstanding anything to the contrary in this Agreement, CIVIX reserves all rights under the CIVIX Patents for activities falling outside the definition of Real Estate Industry, with respect to any person or entity falling outside the definition

of Real Estate Industry. Notwithstanding the foregoing and the breadth of the definition of Real Estate Industry, the parties agree that Craigslist, CoStar, LoopNet, Trulia and Zillow are excepted and CIVIX retains all rights under the CIVIX Patents with respect to these activities, persons and entities.

7. REPRESENTATIONS AND WARRANTIES

7.1. Representations and Warranties of CIVIX. CIVIX represents and warrants to NAR that: (i) CIVIX owns all right, title and interest in and to, and has the exclusive right to license, enforce and recover damages for infringement of, the CIVIX Patents; and (ii) CIVIX has the full legal authority necessary to enter into this Agreement.

7.2. Representations and Warranties of NAR. NAR represents and warrants to CIVIX that: (i) NAR currently has approximately One Million Three Thousand (1,003,000) members, of which NAR believes approximately Eight Hundred Twenty Eight Thousand (828,000) are not licensed under the CIVIX Patents; and (ii) NAR has the full legal authority necessary to enter into this Agreement.

8. TERM AND TERMINATION

Subject to NAR's full compliance with the requirements of paragraph 3 above, and unless terminated by CIVIX as a result of CIVIX's election not to accept less than the minimum payment provided for in paragraph 3.1.a or 3.1.b, the term of this Agreement shall extend from the Effective Date through the expiration date of the last-to-expire of the CIVIX Patents. All notices required or permitted to be given hereunder shall be in writing and shall be deemed delivered (i) upon receipt if delivered by hand, (ii) the next business day after being sent by prepaid, nationally recognized, overnight air courier, (iii) five (5) business days after being sent by registered or certified airmail, return receipt required, postage prepaid, and (iv) upon

transmittal when transmitted by confirmed telecopy (provided that such notice is followed notice pursuant to any of (i)-(iii) above). All notices shall be addressed as follows:

If to CIVIX:

Raymond P. Niro
David J. Sheikh
Niro, Haller & Niro
181 West Madison Street, Suite 4600
Chicago, Illinois 60602

If to NAR:

Laurene K. Janik
General Counsel
National Association of Realtors
430 N. Michigan Avenue
Chicago, IL 60611

9. ASSIGNMENT AND RESTRICTION ON TRANSFER

NAR may not assign, delegate, sell, transfer, sublicense or otherwise dispose of, voluntarily or involuntarily, by operation of law or otherwise, any of its rights or obligations under this Agreement to any other person, business, or entity, without the prior written consent of CIVIX.

10. EXECUTION

This Agreement may be executed in any number of separate counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute a single instrument. This Agreement will become binding upon the exchange between the Parties of facsimile or PDF copies of the required signatures and such faxed or PDF copies shall be binding and effective. The Parties will thereafter exchange formal signed originals of this Agreement for their permanent records.

11. MISCELLANEOUS

11.1. If any ambiguity arises between the terms and conditions of this Agreement and the terms of the Form License Agreement, the terms of this Agreement shall govern.

11.2. This Agreement shall be governed by and construed in accordance with the federal laws of the United States. Jurisdiction and venue of any dispute hereunder shall be in the United States District Court for the Northern District of Illinois, Eastern Division, Chicago, Illinois.

11.3. This Agreement, including the Form License Agreement at Exhibit 1, constitutes and contains the final, complete and exclusive Agreement and understanding between the Parties relating to the CIVIX Patents, and this Agreement, including the Form License Agreement at Exhibit 1, supersedes and replaces all prior negotiations and all agreements, proposed or otherwise, whether written or oral, concerning the subject matter hereof, including the LOI.

11.4. This Agreement will inure to the benefit of and be binding upon any and all successors-in-interest to the Parties hereto, as well as upon and to any of their successors.

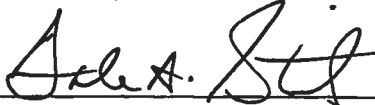
11.5. No amendment, waiver, cancellation or other change in any term or condition of this Agreement shall be valid or binding on any Party, unless the same shall have been mutually assented to in writing by all Parties.

11.6. The provisions of this Agreement are severable, and if any part of this Agreement is found to be void or unenforceable, the other parts of this Agreement shall remain fully valid and enforceable in accordance with their terms. Courts may substitute therefore a suitable and equitable provision to carry out, so far as may be valid and enforceable provisions and, if such court shall not do so, the Parties shall negotiate in good faith to agree upon such a provision.

11.7. The failure to enforce any provision of this Agreement shall not be deemed a waiver of any rights under this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below.

NATIONAL ASSOCIATION
OF REALTORS

By: 

Print Name: DALE A. STINTON

Its: CEO

Dated: 5/18/2011

CIVIX-DDI, LLC

By: 

Print Name: WILLIAM T. SEMPLE

Its: MANAGER

Dated: 5/18/2011

EXHIBIT 1

Form License Agreement

PATENT LICENSE AGREEMENT

This Patent License Agreement ("Agreement") is effective this ___ day of _____, 2011 (the "Effective Date") and is entered into by and between (i) National Association of Realtors®, an Illinois corporation, having its principal place of business at 430 North Michigan Avenue, Chicago, Illinois 60611 ("NAR"), and (ii) _____, a _____ corporation, having a place of business at _____ ("MLS"). NAR and MLS are collectively referred to as the "Parties," and individually as a "Party."

RECITALS

WHEREAS, NAR entered into an agreement with CIVIX-DDI, LLC ("CIVIX") on May17, 2011 ("the NAR-CIVIX Agreement," **Attachment 1**);

WHEREAS, in the NAR-CIVIX Agreement, NAR obtained a right to grant to MLS and its Affiliates (as defined below) a non-exclusive license under CIVIX's Patents (as defined below);

WHEREAS, CIVIX, the owner of the patent rights that are the subject of this Agreement, has confirmed that terms and conditions of this Agreement are consistent with the NAR-CIVIX Agreement;

NOW, THEREFORE, in consideration of the above premises and mutual covenants of the Parties herein, the Parties, intending to be legally bound, agree as follows:

1. DEFINITIONS

In addition to the terms defined above and elsewhere in this Agreement, the following terms shall have the following meanings:

- 1.1. "NAR" shall mean National Association of Realtors®.

- 1.2. "MLS" shall include MLS's officers, directors, members, employees, Shareholders, agents, Subscribers, Users, predecessors, successors, assigns, subsidiaries and Affiliates.
- 1.3. "CIVIX Patents" shall mean (a) all patents and patent applications owned, pending or controlled by CIVIX as of, and acquired subsequent to, the Effective Date including, without limitation, (a) U.S. Patent No. 6,385,622 C1 and U.S. Patent No. 6,415,291 C1; (b) any reissues, reexaminations and extensions of any of the patents and/or applications identified in (a), and (c) all parent, grandparent, child, grandchild and sibling patents to those identified in (a).
- 1.4. "Licensed MLS Products and Services" shall mean any real estate products, software, applications, databases, systems or services owned, operated, used, offered, licensed, sold or provided by or for MLS or its Affiliates.
- 1.5. "Affiliate" shall mean any partnership, corporation, limited liability company, joint venture controlled by MLS, where "control" means the ownership of 50% or more of the equity interests directly by MLS, or indirectly through one or more subsidiaries of MLS, or 50% or more of the voting control of such entity, or the ability to direct the affairs of such entity whether by ownership of securities, contract or otherwise.
- 1.6. "MLS Shareholder" shall mean the shareholder real estate boards or real estate associations or real estate brokers who own the equity of MLS.
- 1.7. "MLS Subscriber" shall mean any licensed real estate broker, real estate brokerage, real estate agent, real estate agency, real estate appraiser or other

authorized person or entity that has entered into an agreement with MLS or is otherwise authorized to access and use the MLS multiple listing service.

1.8. “MLS Supplier” shall mean any third party that provides technology that is incorporated into the Licensed MLS Products and Services.

1.9. “MLS Customer” means all MLS Subscribers of the Licensed MLS Products and Services and all other users of any Licensed MLS Products and Services. The term “MLS Customer” includes all authorized users who have the right to access and use the Licensed MLS Products and Services to search for real estate information content or otherwise manage real estate information content.

1.10. “MLS User” means any user who accesses, uses, displays, runs or otherwise interacts with the MLS multiple listing service or other Licensed MLS Products and Services.

2. GRANT OF LICENSE

NAR grants to MLS and its Affiliates a fully paid-up, worldwide, irrevocable, non-exclusive, non-transferable (except to the limited extent provided herein), retroactive and future license to make, have made, use, provide, sell, license, offer for sale, import or export any product, system, software, equipment or service or to practice any method covered by any claim of the CIVIX Patents. This license shall extend to and include all MLS Shareholders, MLS Subscribers, MLS Suppliers, MLS Customers and MLS Users only with respect to Licensed MLS Products and Services.

3. MUTUAL RELEASES

3.1. **Release to MLS.** CIVIX authorized NAR in the NAR-CIVIX Agreement to grant the following release on behalf of CIVIX. CIVIX and its predecessors, successors

and successors-in-interest, heirs, executors, administrators, assigns, officers, managers, directors, employees, shareholders, Affiliates and agents do hereby and forever release and discharge MLS from any and all claims, actions, causes of action, suits, damages, injuries, duties, rights, obligations, liabilities, adjustments, responsibilities, judgments, trespasses and demands, whatsoever, in law or in equity, whether known or unknown, suspected or unsuspected to exist, now existing or later acquired, based upon, related to or arising out of any fact, circumstance, occurrence or event existing or occurring prior to or after the Effective Date of this Agreement, including, without limitation, all claims for infringement of the CIVIX Patents, either direct and/or contributory and/or by inducement or otherwise that CIVIX has or may have at any time prior to the Effective Date and that could have been asserted against MLS. This release shall extend to MLS Affiliates, MLS Shareholders, MLS Subscribers, MLS Suppliers, MLS Customers and MLS Users only with respect to Licensed MLS Products and Services.

3.2. Release to CIVIX. MLs and its predecessors, successors and successors-in-interest, heirs, executors, administrators, assigns, officers, managers, directors, employees, shareholders, Affiliates and agents do hereby and forever release and discharge CIVIX from any and all claims, actions, causes of action, suits, damages, injuries, duties, rights, obligations, liabilities, adjustments, responsibilities, judgments, trespasses and demands, whatsoever, in law or in equity, whether known or unknown, suspected or unsuspected to exist, now existing or later acquired, based upon, related to or arising out of any fact, circumstance, occurrence or event existing or occurring prior to the Effective Date of this Agreement.

4. COVENANT NOT TO SUE

CIVIX authorized NAR in the NAR-CIVIX Agreement to grant the following covenant not to sue on behalf of CIVIX. CIVIX agrees not to initiate, cooperate in or assist in any litigation, lawsuit, claim, action or appeal against MLS or any of its Affiliates or any MLS Shareholders, MLS Subscribers, MLS Suppliers, MLS Customers or MLS Users relating to any subject that is licensed in paragraph 2, or that is released in paragraph 3.1.

5. INDEMNIFICATION

CIVIX authorized NAR in the NAR-CIVIX Agreement to grant the following indemnification rights. CIVIX agrees to indemnify, hold harmless and defend MLS in connection with its purchase, use, sale, offer for sale, importation, exportation or license of any products or services that are subject of this Agreement for any claim of infringement arising out of or relating to any patent or application (i) claiming priority to U.S. Patent Application No. 08/371,425, or (ii) currently owned by Procepts LLC and previously acquired from CIVIX, including all costs, fees and expenses associated with defending against any such claim and the enforcement of this indemnity obligation. For the avoidance of doubt, the scope of the indemnification obligation in this paragraph 5 extends to the same extent as to the licenses granted by NAR pursuant to paragraph 2 above as if the patents and applications referenced in this paragraph were the CIVIX Patents.

6. RESERVED RIGHTS

Any and all rights of CIVIX not explicitly granted herein are expressly reserved by CIVIX. No license or immunity as to the CIVIX patents is granted by CIVIX and/or NAR to MLS or any other person or entity directly, by implication, by estoppel or otherwise, other than the license rights in paragraph 2, the release in paragraph 3.1 and the covenant not to sue in

paragraph 4. Furthermore, CIVIX expressly reserves all rights against each of the following entities: Craigslist, CoStar, LoopNet, Trulia and Zillow.

7. PAYMENT

As a condition to obtaining the license in paragraph 2, the release in paragraph 3.1 and the covenant not to sue in paragraph 4, MLS shall pay to NAR a one-time, guaranteed, non-refundable fee of _____ U.S. Dollars (\$ _____), and NAR shall pay to CIVIX the amount required by paragraph 3 of the NAR-CIVIX Agreement, which is:

(a) Within thirty (30) calendar days after the Effective Date of the NAR-CIVIX Agreement, the greater of: (1) Two Million Five Hundred Thousand U.S. Dollars (\$2,500,000); or (2) the sum of (i) Nine U.S. Dollars and Six U.S. Cents (\$9.06) per Participant covered by licenses granted by NAR and (ii) Two U.S. Dollars (\$2.00) per Participant in a Previously Licensed MLS covered by licenses granted by NAR;

(b) Within sixty (60) calendar days after the Effective Date of the NAR-CIVIX Agreement, the greater of: (1) the lesser of Two Million Five Hundred Thousand U.S. Dollars (\$2,500,000) and Five Million U.S. Dollars (\$5,000,000) less the amount paid pursuant to (a) above; or (2) the sum of (i) Nine U.S. Dollars and Six U.S. Cents (\$9.06) per Participant covered by licenses granted by NAR and (ii) Two U.S. Dollars (\$2.00) per Participant in a Previously Licensed MLS covered by licenses granted by NAR beyond the Participants and Participants in Previously Licensed MLSs addressed in (a) above; and

(c) Within ninety (90) calendar days after the Effective Date of the NAR-CIVIX Agreement, the lesser of: (1) Seven Million Five Hundred Thousand U.S. Dollars (\$7,500,000) less the amounts paid pursuant to (a) and (b) above; or (2) the sum of (i) Nine U.S. Dollars and Six U.S. Cents (\$9.06) per Participant covered by the licenses granted by NAR and (ii) Two U.S. Dollars

(\$2.00) per Participant in a Previously Licensed MLS covered by licenses granted by NAR beyond the Participants and Participants in Previously Licensed MLSs addressed in (a) and (b) above.

8. REPRESENTATIONS AND WARRANTIES

8.1. Representations and Warranties of CIVIX. CIVIX represents and warrants to MLS that: (i) CIVIX owns all right, title and interest in and to, and has the right to license and enforce, the CIVIX Patents; (ii) CIVIX granted NAR the legal authority to grant the rights in this Agreement in and through the NAR-CIVIX Agreement at Attachment 1; and (iii) CIVIX participated in the drafting of, and reviewed and approved, this Agreement.

8.2. Representations and Warranties of NAR. NAR represents and warrants to MLS that NAR has the full legal authority necessary to enter into this Agreement.

9. TERM AND TERMINATION

Subject to MLS's and NAR's full compliance with the requirements of paragraph 7 above, and unless terminated upon the mutual written agreement of the Parties and CIVIX, the term of this Agreement shall extend from the Effective Date through the last-to-expire of the CIVIX Patents. All notices required or permitted to be given hereunder shall be in writing and shall be deemed delivered (i) upon receipt if delivered by hand, (ii) the next business day after being sent by prepaid, nationally recognized, overnight air courier, (iii) five (5) business days after being sent by registered or certified airmail, return receipt required, postage prepaid, and (iv) upon transmittal when transmitted by confirmed telecopy (provided that such notice is followed notice pursuant to any of (i)-(iii) above). All notices shall be addressed as follows:

If to CIVIX:

Raymond P. Niro
David J. Sheikh
Niro, Haller & Niro
181 West Madison Street, Suite 4600
Chicago, Illinois 60602

If to NAR:

Laurene K. Janik
National Association of Realtors®
430 North Michigan Avenue
Chicago, IL 60611

If to MLS:

10. ASSIGNMENT AND RESTRICTION ON TRANSFER

Neither NAR nor MLS may assign, delegate, sell, transfer, sublicense or otherwise dispose of, voluntarily or involuntarily, by operation of law or otherwise, any of its rights or obligations under this Agreement to any other person, business, or entity, without the prior written consent of CIVIX.

11. EXECUTION

This Agreement may be executed in any number of separate counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute a single instrument. This Agreement will become binding upon the exchange between the Parties of facsimile or PDF copies of the required signatures and such faxed or PDF copies shall be binding and effective. The Parties will thereafter exchange formal signed originals of this Agreement for

their permanent records.

12. MISCELLANEOUS

12.1. If any ambiguity arises between the terms and conditions of this Agreement and the terms of the NAR-CIVIX Agreement, the terms of the NAR-CIVIX Agreement shall govern.

12.2. This Agreement shall be governed by and construed in accordance with the federal laws of the United States.

12.3. This Agreement, including the NAR-CIVIX Agreement at Attachment 1, constitutes and contains the final, complete and exclusive Agreement and understanding between the Parties relating to the CIVIX Patents, and this Agreement, including the NAR-CIVIX Agreement at Attachment 1, supersedes and replaces all prior negotiations and all agreements, proposed or otherwise, whether written or oral, concerning the subject matter hereof.

12.4. This Agreement will inure to the benefit of and be binding upon any and all successors-in-interest to the Parties hereto, as well as upon and to any of their successors.

12.5. No amendment, waiver, cancellation or other change in any term or condition of this Agreement shall be valid or binding on any Party, or on CIVIX, unless the same shall have been mutually assented to in writing by all Parties and CIVIX.

12.6. The provisions of this Agreement are severable, and if any part of this Agreement is found to be void or unenforceable, the other parts of this Agreement shall remain fully valid and enforceable in accordance with their terms. Courts may substitute therefore a suitable and equitable provision to carry out, so far as may be valid and enforceable provisions and, if such court shall not do so, the Parties and CIVIX shall negotiate in good faith to agree upon such a provision.

12.7. The failure to enforce any provision of this Agreement shall not be deemed a waiver of any rights under this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below.

NATIONAL ASSOCIATION
OF REALTORS®

By: _____

By: _____

Print Name: _____

Print Name: _____

Its: _____

Its: _____

Dated: _____

Dated: _____

ATTACHMENT 1

**MAY 16, 2011 AGREEMENT BY AND BETWEEN NATIONAL
ASSOCIATION OF REALTORS AND CIVIX-DDI, LLC**