

**APPLICATION FOR PARTICIPATION
MULTIPLE LISTING SERVICE OF LONG ISLAND, INC.**

**300 Sunrise Highway
West Babylon, NY 11704**

FOR OFFICE USE ONLY:

Member# _____ Office# _____
Code & Branch _____ Zone _____

The undersigned REALTOR® of the Long Island Board of REALTORS®, Inc. hereby applies for participation in the **Multiple Listing Service of Long Island, Inc.** and agrees to execute a Participation Agreement and agrees to subscribe to the Rules and Regulations of said service, accepting and agreeing to be subject to them as they now exist or as they may be hereinafter amended.

Please Print

Mr. Mrs. Ms. Miss Name (As shown on R.E. License) Last, First, M.I: _____

Firm Name (As shown on R.E. license): _____

Office Address: _____ Town: _____ Zip + 4: _____ - _____

E-Mail Address: _____ Web Address: _____

Business Telephone: () _____ Ext. _____ Fax#: () _____

Cell #: () _____ Preferred Phone : Mr. Home Mrs. Office Mr. Cell

Sign up for LIBOR's Text Alert Service which delivers important industry news directly to your mobile device. Stay up-to-date on breaking Real Estate headlines, Legal Updates, Educational Opportunities and more. Yes No

By checking Yes, you consent to receive such automated text messages from LIBOR/MLS LI at the indicated telephone number; such consent is not a condition of purchase. Message and data rates may apply. Check with your wireless carrier regarding pricing. You may opt-out of receiving such text messages at any time by contacting Membership & Billing at 631-661-4800 or emailing us at libormem@mlsli.com.

Residence Address: _____ Town & State: _____ Zip+4: _____ - _____

Residence Phone: () _____ Social Security#: (Last 4 digits only) _____ Date of Birth: _____

Date: _____ Participant's Signature: _____

On the following pages is a Participant Agreement. You must sign the last page and select one of the options under paragraph 21. An explanation of the options is on the back of this page.

This Agreement is a contract between you and MLS LI. The Participant Agreement has been created for the following reasons: a) to comply with current legal trends and with the National Association of Realtor's policies; b) to better define the relationship between participants and subscribers; and c) to better define the relationship between you and MLS LI. Below are some important details of the Agreement that you should understand. Although this explains some aspects of the Agreement, it is your responsibility to read the entire Agreement.

- The Participant must enter into this Agreement before any Subscriber may obtain access to the MLS LI System.
- The Subscriber will enter into a separate Subscriber Agreement by way of a Click-Through on Stratus, the MLS LI computer system, in order to gain access to the system.
- Should the Participation Agreement terminate for any reason, the Agreement for each Subscriber affiliated with Participant shall also terminate.

Multiple Listing Service of Long Island, Inc. Participant Agreement

This AGREEMENT is made and entered into by Multiple Listing Service of Long Island, Inc. ("MLS LI"), with offices at 300 Sunrise Highway, West Babylon, NY 11704; and _____ ("Participant"), with offices at _____.

DEFINITIONS AND USAGE

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meanings set forth below.

MLS LI Affiliates: MLS LI Affiliates means MLS LI and its officers, directors, employees, agents, representatives, licensors wholly-owned subsidiaries, and shareholders.

MLS LI Customer: Any real estate broker, appraiser, or real-estate-related business professional that purchases multiple listing services from MLS LI.

MLS LI Database: All data available to Participant on the MLS LI System, including the Participant Contribution and all other text, binary, and photographic image data, in any form now known or hereafter discovered.

MLS LI Policies: MLS LI's bylaws, rules and regulations, and policies and procedures adopted by MLS LI's board of directors or authorized delegates, as MLS LI amends them from time to time.

MLS LI Service: The services MLS LI provides to Participant under this Agreement and similar services MLS LI provides to third parties under similar agreements, including any access or license to the MLS LI Software, the MLS LI Database, and the MLS LI System.

MLS LI Software: MLS LI's proprietary web browser interface(s) to the MLS LI System.

MLS LI System: The aggregate of all hardware and telecommunications systems that MLS LI maintains, or that MLS LI contractors maintain on its behalf, in order to make access to the MLS LI Database available to Participant.

Other Participants and Subscribers: All Participants and Subscribers of MLS LI not party to this Agreement.

Participant Contribution: All data that the Participant and its Subscribers submit, contribute, or input in the MLS LI System, including text, binary, and photographic image data, in any form now known or hereafter discovered.

Saved Information: Information that Participants and Subscribers store in the MLS LI System for their own later use that is not intended by them to be available to MLS LI's other customers including client prospect and contact information.

Subscribers: Participant's employees, contractors, salespeople, associate brokers, and assistants (whether licensed or unlicensed as real estate agents or appraisers).

2. **Usage.** The following usages apply to any interpretation or construction of this Agreement, unless the context clearly indicates otherwise.

(a) Wherever the term "including" is used, it means "including, but not limited to."

(b) The singular and plural numbers and masculine, feminine, and neuter genders of words are fully interchangeable.

(c) Wherever the term "law" is used, it means all state, federal, and local statutes, regulations, and case law, as they are amended. Without limiting the generality of the foregoing,

"law" expressly includes all state and federal fair housing statutes and regulations.

MLS LI'S OBLIGATIONS

3. Subject to the terms and conditions of this Agreement and the MLS LI Policies, MLS LI shall provide one unique user ID and password to each of the Participants and Subscribers that is authorized to obtain access to the MLS LI service by virtue of this Agreement or another license agreement; and Participant shall have all rights and obligations of a participant in MLS LI as set forth in the MLS LI Policies. The user ID and password will provide Participant access to all data and functions in the MLS LI Service to which Participant is entitled under the MLS LI Policies. MLS LI makes no warranties, however, that the MLS LI Service will be available at all times.

PARTICIPANT ACKNOWLEDGMENTS

4. **Modifications to service.** MLS LI may, but is not required to, modify the MLS LI Service, including removing information and making additional information available, and adding and removing system functions. Certain products and services made available in conjunction with the MLS LI Service may be subject to agreements other than this Agreement and may require payment of additional fees.

5. **Editorial control.** MLS LI is not required, and assumes no responsibility, to review, edit, or exercise editorial control over the MLS LI Database or the Participant Contribution; use of either is subject to the exclusions of warranties and limitations of liabilities set forth in this Agreement. The foregoing notwithstanding, MLS LI may take any steps necessary in its judgment, including deleting the Participant Contribution or portions thereof, to avoid or remedy any violation of law, breach of the MLS LI Policies or infringement of intellectual property rights.

6. **Conditions of service.** Participant must at all times during the term of this Agreement adhere to MLS LI policies and satisfy the prerequisites for participation in the MLS LI Service. The prerequisites are set out in the MLS LI Policies; at present, they include a requirement that Participant either (a) hold a real estate broker's license, be actively engaged in real estate brokerage, and offer and/or receive offers of compensation from other brokerage firms; or (b) be licensed or certified by an appropriate regulatory agency to engage in the appraisal of real property. Participant must maintain active membership in a REALTOR® association at all times during the term of this Agreement. Subscribers may enter and retrieve active listing information on the MLS LI Service only if Participant offers compensation to or accepts compensation from other principal brokers.

7. **Saved Information.** Saved Information may not always be available to Participant and may become available to unauthorized persons. MLS LI is not liable for unauthorized access to or loss of Saved Information.

8. **Disclosure to third parties.** MLS LI reserves the right to distribute to third parties certain information about Participant, including Participant's name and business address, phone number and email address. MLS LI reserves the right to distribute to third parties aggregated information about MLS LI customers' use of the MLS LI Service, but not about Participant's use specifically.

9. **Disclosure to government.** Participant acknowledges that MLS LI may provide government agencies access to the MLS LI Service at any time in MLS LI's sole discretion.

10. **Priority of agreements.** Participant must enter into this Agreement before any Subscriber may obtain access to the MLS LI

Service. Subscriptions of Subscribers are dependent on this Agreement; any termination or suspension of this Agreement will result in termination or suspension of dependent Subscriber agreements.

11. **If Participant is an appraiser or appraisal firm,** Participant acknowledges that certain information in the MLSLI Database, including information about listings currently for sale, may be withheld from Participant pursuant to the MLSLI Policies.

12. **IDX and VOW data access subject to separate agreement.** Participant acknowledges that access to MLSLI's IDX and VOW database and data feeds can occur only subject to a separate written agreement between MLSLI and Participant.

PARTICIPANT'S OBLIGATIONS

13. **Use limited.** Participant shall use the MLSLI Service solely for the purpose of selling, listing, leasing, and appraising real estate. Except as expressly provided in this Agreement and the MLSLI Policies, Participant shall not copy, create derivative works of, distribute, perform, or display the MLSLI Service or any part of it.

14. **Confidentiality.** Participant shall maintain the confidentiality of its user ID and password; Participant shall not provide its password to any Subscriber or to any third party, and Participant shall not provide its ID to any third party. Participant and Subscribers may only provide user IDs to other Subscribers within Participant's firm, and only for authorized uses. Participant shall ensure that the Subscribers maintain the confidentiality of their user IDs and passwords and that no one but authorized Subscribers obtains access to the MLSLI Service or any part of it. To maintain the confidentiality of all user IDs, passwords, the MLSLI Database, and the MLSLI System, Participant shall take the greater of reasonable care or the care it takes to protect its own confidential information. Failure to comply with this provision will result in a **significant** fine, as set forth in the MLSLI Policies. Participant may disclose information confidential under this Agreement if, and to the extent, the order of a court or other tribunal with jurisdiction requires disclosure; provided however, Participant first gives reasonable notice to MLSLI to permit MLSLI to seek a protective order.

15. **Equipment.** Participant shall acquire and maintain all personal computers, modems, telecommunications connections, and computer software, other than the MLSLI Software, necessary for Participant's use of the MLSLI Service.

16. **Participant Contribution.** When making a Participant Contribution to the MLSLI Service, Participant warrants that the information submitted complies with the MLSLI Policies in all respects, including with regard to (a) required data fields; (b) format of submission; (c) permitted and required listing types; and (d) procedures for submission. Participant warrants that the Participant Contribution does not infringe or violate any laws, patents, copyrights, trademarks, trade secrets or other proprietary rights of any third party; and that there is no claim, litigation or proceeding pending or threatened with respect to the Participant Contribution.

17. **Subscriber agreements.** Participant shall ensure that each real estate and appraisal licensee affiliated with Participant, and each non-licensee affiliated with Participant who will have access to the MLSLI System or MLSLI Database, enters into a Subscriber Agreement with MLSLI. Participant is liable for all fees due under each Subscriber Agreement.

18. **Subscriber supervision.** Participant shall ensure that all Subscribers comply at all times with the MLSLI Policies and with applicable laws. Participant is liable for any Subscriber's breach of any agreement between the Subscriber and MLSLI relating to the MLSLI Service or violation of any of the MLSLI Policies as if Participant himself had committed it.

19. **List of Subscribers.** Participant shall ensure MLSLI has a current list of all of Subscribers; Participant shall inform MLSLI in writing of any change in the Subscribers within 24 hours of the change.

20. **Accurate information.** Participant warrants that the Subscribers have used and will use reasonable care to ascertain the accuracy of the Participant Contribution and its compliance with all laws. Participant shall ensure that any changes to the Participant Contribution are made on the MLSLI System within such time as MLSLI shall provide in the MLSLI Policies. Pursuant to the MLSLI Policies, Participant shall provide to MLSLI all documentation MLSLI requests of Participant to ascertain Participant's compliance with this Agreement.

INTELLECTUAL PROPERTY

21. **Election regarding copyrights in Participant Contributions.** Participant must elect from the following options. If no election is indicated, or if both options are checked, then Participant is not allowed to participate in MLSLI.

OPTION I

(a) **Assignment from Participant.** Participant hereby assigns its copyright interests to MLSLI under U.S. and international copyright law, in the Participant Contribution; Participant warrants that it has the authority to make this assignment. Participant acknowledges that once it has made the election agreeing to this section, all copyrights in all portions of the Participant Contribution, whether submitted prior to or after executing this Agreement, shall irrevocably vest in MLSLI.

(b) **MSLI Obligations.** MLSLI hereby grants to Participant a non-exclusive, perpetual, world-wide, transferable, royalty-free, license to reproduce, prepare derivative works of, distribute, display, perform and license (including sublicenses through multiple tiers) the Participant Contribution and those portions of the MLSLI Database relating to Participant's listings. MLSLI shall secure the rights of Participant hereunder by obtaining assignments and licenses from Subscribers and others as necessary. MLSLI shall make quarterly registrations of the copyrights in the MLSLI Database, including the Participant Contribution; MLSLI shall employ reasonable efforts to detect and hinder third parties using the Participant Contribution without Participant's permission.

OPTION II

(a) **License from Participant.** Participant hereby grants to MLSLI a non-exclusive, perpetual, world-wide, transferable, royalty-free, license to reproduce, prepare derivative works of, distribute, display, perform and license (including sublicenses through multiple tiers) the Participant Contribution. Participant warrants that it has the authority to grant this license.

(b) **MSLI has no obligations to protect.** Participant acknowledges that: (i) MLSLI makes no grant of license or assignment to Participant of any rights in the MLSLI Database except as set forth in paragraph 22; (ii) MLSLI will make no effort to register the copyrights in the Participant Contribution, and Participant will be responsible for all costs and efforts associated with registration; (iii) timely copyright registration is a prerequisite to suing a copyright infringer, and is necessary in order to obtain certain remedies available under the U.S. Copyright Act; (iv) **MSLI will employ no efforts whatsoever to detect or hinder third parties using the Participant Contribution without Participant's permission;** (v) MLSLI will make no effort to secure for Participant the right to use copyright works created by Subscribers or third parties.

22. **Other licenses.** MLSLI hereby grants Participant a personal, non-exclusive, non-transferable, and royalty-free license during the term of this Agreement to use the MLSLI Software and the MLSLI Database (excluding the Participant Contribution) (collectively, the "Licensed Materials"), only to the extent expressly permitted by this Agreement and the MLSLI Policies and only to deliver real estate brokerage or appraisal services to Participant's bona fide customers. All uses of the Licensed Materials not expressly authorized in this Agreement and the MLSLI Policies are prohibited. Title to the Licensed Materials remains at all times in MLSLI and shall not pass to Participant.

23. **Further Participant warranty.** Participant warrants that (a) the Participant Contribution does not infringe on the copyright or other intellectual property rights of any third party; and (b) Participant has the written consent of any party necessary to provide the Participant Contribution to MLSLI.

24. **Limitations on use by MLSLI.** MLSLI agrees during the term of this Agreement not to license or distribute the Participant Contribution to any third party that is not a real estate brokerage or appraisal subscriber to the MLSLI Service if Participant has indicated in writing its desire to withhold the Participant Contribution from such third party after MLSLI has provided notice of its intention to provide the Participant Contribution to the third party.

FEES AND PAYMENT TERMS

25. **Applicable fees.** Participant shall pay the fees set forth in MLSLI's official Schedule of Fees which MLSLI may amend at any time.

26. **Payment terms.** Participant shall pay the fees according to the terms set out in the MLSLI Policies.

27. **No refunds.** MLSLI need not refund or pro-rate fees in the event of termination or suspension of this Agreement unless the MLSLI Policies provide otherwise. Initiation fees, if any, are not refundable.

28. **Taxes.** All fees for the MLSLI Service are exclusive of federal, state, municipal or other governmental excise, sales, value-added, use, personal property and occupational taxes, excises, withholding obligations and other levies now in force or enacted in the future and, accordingly, Participant shall pay all such taxes and levies other than any tax or levy on the net income of MLSLI.

29. **Fee increases.** MLSLI may amend the Schedule of Fees at any time at its sole discretion. MLSLI shall provide written notice to Participant at least thirty days in advance of the effective date of any fee increase. If Participant objects to the increase, Participant may terminate this Agreement by written notice to MLSLI at any time before the effective date of the increase.

30. **Fines.** MLSLI may collect fines from Participant for violation of the MLS Policies by Participant and Subscribers. Payment terms for fines are set out in the MLSLI Policies. MLSLI may amend its schedule of fines and terms for collecting them at its sole discretion at any time.

TERM AND TERMINATION

31. **Term.** This Agreement shall commence upon the Effective Date set forth below and shall continue thereafter on a month-to-month basis until terminated.

32. **Termination for breach.** Either party may terminate this Agreement in the event that the other party has not performed any material obligation or has otherwise breached any material term of this Agreement. Any such termination shall become effective upon the expiration of three days after written notice thereof if the breach or nonperformance has not then been remedied.

33. **Termination for breach of MLSLI Policies.** Paragraph 32 notwithstanding, MLSLI may terminate this Agreement if Participant fails to comply with the MLSLI Policies; if Participant violates or is alleged to have violated the MLSLI Policies, this Agreement shall not be terminated

in accordance with the terms of this section until any hearing or appeal rights of Participant have expired as provided in the MLSLI Policies. If in MLSLI's judgment, however, a violation or alleged violation of the MLSLI Policies is resulting in a continuing harm to MLSLI or its other customers, MLSLI may suspend Participant's access to the MLSLI Database during the pendency of any hearing or appeal.

34. **Termination for failure to pay.** In the event Participant fails to pay any fees required under this Agreement, MLSLI may terminate service without being subject to arbitration, and MLSLI may bring any claims for fees to small claims court. In its sole discretion, MLSLI may suspend its performance under this Agreement rather than terminating it, in the event that Participant fails to pay fees required under this Agreement.

35. **Termination without breach.** Either party may terminate this Agreement with or without cause, upon thirty days' written notice to the other.

36. **Events upon termination.** Promptly upon any termination or expiration of this Agreement, (a) MLSLI shall deactivate Participant's user ID and password, and Participant shall have no further access to the MLSLI Service; (b) Participant shall purge all copies of the MLSLI Software and the MLSLI Database (except the Participant Contribution) from Participant's personal computers; and (c) all licenses granted hereunder, except the license to the Participant Contribution in Paragraph 21(b), if any, shall immediately terminate.

37. **Affect on Subscribers.** Upon termination of this Agreement the license and access agreements of all other Subscribers shall also immediately terminate.

DISCLAIMER, LIMITATION OF LIABILITY, AND INDEMNIFICATION

38. **DISCLAIMER OF WARRANTIES.** MLSLI PROVIDES THE MLSLI SERVICE AND ALL COMPONENTS OF IT ON AN "AS IS," "AS AVAILABLE" BASIS. USE OF THE MLSLI SERVICE AND THE INFORMATION AVAILABLE THROUGH THE MLSLI SERVICE ARE AT THE SOLE RISK OF PARTICIPANT. THE MLSLI AFFILIATES DO NOT WARRANT THAT THE MLSLI SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, AND THE MLSLI AFFILIATES MAKE NO WARRANTY AS TO THE ACCURACY, COMPLETENESS, CURRENCY, OR RELIABILITY OF ANY INFORMATION AVAILABLE THROUGH THE MLSLI SERVICE. THE MLSLI AFFILIATES EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES WITH RESPECT TO THE MLSLI SERVICE AND THE INFORMATION AVAILABLE THROUGH THE MLSLI SERVICE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The MLSLI Service may contain hyperlinks to web sites operated by parties other than MLSLI; MLSLI does not control such web sites, is not responsible for their contents, does not endorse the sites or contents, and may have no relationship with the sites' operators.

39. **LIMITATIONS AND EXCLUSIONS OF LIABILITY.** NONE OF THE MLSLI AFFILIATES SHALL BE LIABLE TO PARTICIPANT OR ANYONE ELSE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THE MLSLI SERVICE, INCLUDING RELIANCE BY ANY SUBSCRIBER ON ANY INFORMATION OBTAINED THROUGH USE OF THE MLSLI SERVICE; MISTAKES, OMISSIONS, DELETIONS OR DELAYS IN TRANSMISSION OF SUCH INFORMATION; INTERRUPTIONS IN TELECOMMUNICATIONS CONNECTIONS TO THE MLSLI SERVICE; AND VIRUSES OR FAILURES OF PERFORMANCE; WHETHER CAUSED IN WHOLE OR PART BY NEGLIGENCE, ACTS OF GOD, TELECOMMUNICATIONS FAILURE, OR THEFT OF, DESTRUCTION OF, OR UNAUTHORIZED ACCESS TO THE MLSLI SERVICE AND RELATED INFORMATION, RECORDS AND PROGRAMS.

40. **MAXIMUM AGGREGATE LIABILITY.** IN NO EVENT SHALL MLSLI BE LIABLE TO PARTICIPANT FOR ANY AMOUNT IN EXCESS OF THE GREATER OF (A) THE FEES PARTICIPANT HAS PAID MLSLI, IF ANY, IN THE YEAR IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO ANY CLAIM FOR DAMAGES; OR (B) \$100.

41. **Indemnification.** Participant shall defend, indemnify and hold the MLSLI Affiliates and Other Participants and Subscribers harmless from and against any and all liability, damages, loss or expense (including reasonable fees of attorneys and other professionals) in any claim, demand, action or proceeding initiated by any third-party against the MLSLI Affiliates or Other Participants and Subscribers arising from any acts of Participants and Subscribers, including (a) putting inaccurate information into the MLSLI Service; (b) making unauthorized use of Participant's or Subscriber's password; (c) making unauthorized use of the MLSLI Database; (d) infringing any proprietary or contract right of any third party; (e) breaching any warranty under this Agreement; and (f) violating this or any other Agreement or any law.

42. **Acknowledgment.** Participant acknowledges that MLSLI has set its fees and other charges in reliance on the disclaimers of warranty and limitations and exclusions of liability set forth in this Agreement and that the same form an essential basis of the bargain between the parties.

DISPUTES AND REMEDIES

43. **Injunctive relief.** Participant acknowledges and agrees that the MLSLI Software and MLSLI Database are confidential and proprietary products of MLSLI and that in the event there is an unauthorized disclosure of them by Participant, no remedy at law will be adequate. Participant therefore agrees that in the event of such unauthorized disclosure of MLSLI Software or MLSLI Database, MLSLI may obtain injunctive relief or other equitable remedies against Participant in addition to all available remedies at law, without any showing of actual damages or posting any bond or security of any kind.

44. **Dispute resolution.** In the event MLSLI claims that Participant has violated the MLSLI Policies, MLSLI may, at its option, resolve such a claim according to the disciplinary procedures set out in the MLSLI Policies, provided MLS does not also base a claim that Participant has breached this Agreement on the same facts. Unless all parties to the dispute agree otherwise, any proceeding or hearing hereunder shall be held in Suffolk County, New York. Participant agrees to submit any disputes or claims under this Agreement not subject to arbitration to the jurisdiction and venue of the state and federal courts sitting in Suffolk County, New York.

45. **Liquidated damages.** Participant acknowledges that damages suffered by MLSLI from access to the MLSLI Service by an unauthorized third party as a result of disclosure of Participant's password or an unauthorized disclosure by Participant of the MLSLI Database to a third party would be speculative and difficult to quantify. Accordingly, as a material inducement to MLSLI to enter into this Agreement with Participant, Participant agrees that (a) in the event that any disclosure of Participant's password results in access to the MLSLI Service by an unauthorized third party, regardless of whether such disclosure is intentional, negligent or inadvertent, Participant shall be liable to MLSLI for liquidated damages in the amount of \$5,000 (or the amount established in the MLSLI Policies, whichever is greater) and termination

of this Agreement; and (b) in the event that Participant makes unauthorized disclosure of any portion of the MLSLI Database to any third party, Participant shall be liable for liquidated damages in the amount of \$5,000 (or the amount established in the MLSLI Policies, whichever is greater) disclosed and termination of this Agreement.

46. **Legal fees.** In the event of legal action or arbitration between MLSLI and Participant, or MLSLI and any Subscriber, on account of or in respect to this Agreement, the prevailing party in such action or arbitration shall be entitled to recover its reasonable attorneys' fees, costs and expenses incurred in such action or arbitration. If MLSLI is the prevailing party in an action against a Subscriber, Participant shall be obligated to pay these costs on the Subscriber's behalf.

MISCELLANEOUS.

47. **No third-party beneficiaries.** This Agreement is entered into solely between, and may be enforced only by MLSLI and Participant, and this Agreement shall not create or be construed to create any rights in any home owner, home seller, home purchaser, board or association, or other third party.

48. **Interpretation and amendment.** Participant expressly consents to the execution of amendments by electronic means (such as web site "click through" agreements). MLSLI may amend this agreement by providing 30 days' advance notice of the amendment to Participant. If Participant or any Subscriber continues to use the MLSLI Service or MLSLI Database after the expiration of the 30-day notice period, Participant will be deemed to have agreed to the terms as amended. Except as provided in this paragraph, this Agreement may not be amended except by written instrument executed by both parties.

49. **Assignment.** Neither this Agreement nor any obligations or duties hereunder may be assigned or delegated by Participant. Any purported assignment in contravention of this section is null and void. Participation in MLSLI is granted to the individual/REALTOR® principal of Participant's firm and is not subject to assignment upon change of ownership of Participant's firm.

50. **Integration and severability.** This Agreement contains the entire understanding of the parties and supersedes all previous oral and written agreements on the subject hereof. Each provision of this Agreement is severable from the whole, and if one provision is declared invalid, the other provisions shall remain in full force and effect, and Participant's access to the MLSLI Service shall immediately terminate.

51. **Governing law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York applicable to contacts made and performed in New York, without regard to its conflicts of law and choice of law provisions.

52. **Notice.** Any notice required or permitted to be given under this Agreement shall be in writing and delivered via (a) U.S. Mail, postage paid and return receipt requested; or (b) express mailing service with confirmation of receipt; or (c) facsimile transmission, provided sender obtains confirmation of transmission; or (d) electronic mail, provided sender requests a return receipt. All notices are effective on the date of receipt or five days after transmission, whichever is earlier.

Having read this Agreement, the parties express their will to be bound by its terms by setting their signatures below.

Multiple Listing Service of Long Island, Inc.

Participant

Signature
Joseph E. Mottola _____
Print name

Signature of principal

Print name of principal

Participant firm name

Effective Date