

FRAMING REGISTRATION/AGREEMENT
(Pikes Peak REALTOR® Services Corp.)

The PPMLS Participant and/or Sub-Participant, the name and address of which is provided below (individually and collectively "Framer") hereby agree with the Pikes Peak REALTOR® Services Corp. ("RSC") as follows:

1. Grant of License. RSC hereby grants Framer a non-exclusive, non-transferrable right to frame an unbranded version of www.ppar.com (the "Public Web Site") for the purposes set forth herein. For the purposes of this registration agreement "frame" or "framing" means dividing one or more web pages of Framer's Web Site (as defined below) into separate sections or "frames" and incorporating the Public Web Site into at least one of those frames. The content and format of the Public Web Site shall be selected at the sole discretion of RSC. The particular manner in which RSC shall provide Framer with access to the Public Web Site shall be chosen at the sole discretion of RSC. It is contemplated that RSC shall issue Framer a "token" which is similar to a keyword or password that will enable Framer to frame the Public Site. There is currently no fee to obtain a valid token or frame the Public Site.

2. Rules and Restrictions. Framer shall not modify the form, content or any other aspect of the Public Web Site in any way. Framer shall not display only a part or portion of any one page of the Public Web Site but shall display one entire page at a time. Framer shall include any notices or information contained in the PPMLS Rules and Regulations pertaining to Internet Data Exchange (currently Section 18) which includes, but is not limited to, identification of the listing firm when Framer frames the Public Web Site. If Framer caches or otherwise stores the Public Web Site in Framer's own server, Framer shall update and refresh the cached or stored Public Web Site with the latest version of the Public Web Site at least once per twenty-four hour period. Framer's Web Site and Framer are subject to and bound by the PPMLS Rules and Regulations, as amended from time to time (the "Rules and Regulations"). Terms not defined herein shall have the same meaning as provided in the Rules and Regulations, a current copy of the Rules and Regulations is available at www.pikespeakrsc.com.

3. Termination. RSC may terminate Framer's ability to frame the Public Site without cause upon sixty (60) days prior written notice to Framer. RSC may terminate Framer's right and ability to frame the Public Site upon a violation of the PPMLS Rules and Regulations or this Agreement by Participant or Sub-Participant, including without limitation, non-payment of PPMLS fees beyond applicable cure periods and upon becoming inactive with RSC. Upon termination, Framer's token will become invalid. Sections 2 and 4(Exhibit FR-A) shall survive termination.

4. Additional Terms. See Exhibit FR-A, attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the Framer agrees to be bound by the terms of this Registration/Agreement.

RSC:
Signature: _____
Title : _____
Date: _____
Address: 430 N. Tejon Street
Colorado Springs, CO 80903

Framer:
PPMLS Participant:
Signature: _____
Print Name: _____
Title: _____
Date: _____

=====
"Framer's Web Site" Address:
http:// _____
Web Hosting Information
Company Name: _____
Contact Name: _____
Phone Number: _____
Email Address: _____

And
PPMLS Sub-Participant: (if applicable)
Signature: _____
Print Name: _____
Title: _____
Date: _____

Exhibit FR-A
Additional Terms

1. Intellectual Property. Framer shall have no ownership interest or rights to the form, content, or any other aspect of the Public Web Site. Framer acknowledges and agrees that the form, content, and all other aspects of the Public Web Site, including all intellectual property rights pertaining thereto and all listings, records and information contained therein, are the property of RSC and/or its Participants and are owned or licensed by, and proprietary to RSC. Framer acknowledges and agrees that valid and enforceable copyrights exist in the Public Web Site. Framer agrees that it will not challenge the existence or validity of any of those copyrights. Framer further agrees that it will not take any action inconsistent with RSC's ownership of valid and enforceable copyrights in the Public Web Site.

2. Injunctive Relief. Framer acknowledges that it is impossible to measure fully, in money, the injury that will be caused to RSC in the event of a breach or threatened breach of any of the provisions of this Agreement, and Framer waives the claim or defense that RSC has an adequate remedy at law. RSC will be entitled to injunctive relief to enforce the provisions and restrictions of this Agreement, without prejudice to any other claim that RSC may have at law or in equity.

3. Limitation of Liability. RSC EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES AS TO QUALITY OR MERCHANTABILITY, ACCURACY, AND FITNESS FOR A PARTICULAR PURPOSE. RSC will not have any liability to Framer or to any other person, in tort, contract or otherwise, for claims, losses, damages or injuries arising out of the use or licensing of framing of the Public Site by Framer. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OR LOST PROFITS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES, EXCEPT SUCH LIMITATION SHALL NOT APPLY TO FRAMER VIOLATIONS OF SUBSECTION 1(INTELLECTUAL PROPERTY) AND INDEMNIFICATION BY VENDOR PURSUANT TO SUBSECTION 3 OF THIS EXHIBIT FR-A. Framer will, at its sole expense, indemnify, defend and hold RSC, the Pikes Peak Association of REALTORS ("PPAR") and its officers, directors and agents harmless from and against any and all liability, losses, damages, claims or causes of action, and expenses connected therewith, including reasonable attorneys' fees, caused directly or indirectly, by or as a result of any representation made by Framer or by the framing of the Public Site by Framer.

4. Choice of Law/Venue. The validity and interpretation of this Agreement and the rights and obligations of the parties hereunder will be governed by the laws of the state of Colorado, notwithstanding any conflict-of-law doctrines of Colorado or any other jurisdiction to the contrary. Each party hereby: (a) agrees that any legal proceeding arising out of or relating to this Agreement will be instituted in any court of general jurisdiction in El Paso County, Colorado or if such court does not have jurisdiction or will not accept jurisdiction, then in the United States District Court for the District of Colorado; (b) consents to the personal and exclusive jurisdiction of such court; and (c) waives any objection that it may have to the selection of venue of any such proceeding and any claim or defense of inconvenient forum.

5. Notice. Any notice hereunder by either party will be given by personal delivery or by sending such notice by certified mail, postage pre-paid, to the other party at its address set forth in this Agreement or if to a Participant or Sub-Participant to the address, fax or email maintained by RSC in its membership records or at such other address designated by notice in the manner provided in this subsection to the attention of an authorized representative of such party or sent by confirmed facsimile or confirmed e-mail. Notice will be deemed to have been received upon the date of actual delivery if personally delivered or, in the case of certified mailing, two (2) days after deposit in the mail, or in the case of facsimile or e-mail upon confirmation of transmission by the receiving parties equipment.

6. Severability. If any provision of this Agreement will be determined to be void, invalid, unenforceable or illegal for any reason, such provision will be fully severable from this Agreement and the enforceability of the remaining provisions hereof will not be affected thereby; provided that, if any one or more of the provisions contained in this Agreement is determined to be invalid or unenforceable because such provision is held to be excessively broad as to duration, geographic scope, activity or subject, such provision will be deemed amended by limiting and reducing it to the minimum extent necessary to make such provision valid and enforceable under the laws of the applicable jurisdiction.

7. Entire Agreement. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings, statements, warranties, representations, and agreements, oral and written, relating hereto.

8. Force Majeure. Neither party will be liable to the other under this Agreement if delayed or prevented from performance by causes beyond its control including, but not limited to, fires, floods, strikes, acts of God, war, insurrection, governmental restrictions, or other causes of a like or different nature beyond the control of such party.

9. Amendments. No change, alteration, modification, or addition to this Agreement will be effective unless in writing and properly executed by both parties.

10. No Waiver. The failure of either party to exercise any of its rights under this Agreement for a breach thereof will not be deemed to be a waiver of such rights nor will the same be deemed to be a waiver of any subsequent breach.

11. Headings. Section headings are for convenience only and do not in any way limit or amplify the terms and conditions of this Agreement.

12. Assignment. Framer acknowledges that the rights granted by RSC to Framer in this Agreement are unique to Framer. Neither this Agreement nor the licenses granted herein may be assigned or transferred, in whole or in part, by Framer, by operation of law or otherwise, without the prior written consent of RSC, in its sole discretion.

13. Independent Contractors. The parties and their respective employees and agents, are and shall be independent contractors and neither party by virtue of this Agreement shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party.

14. Attorney's Fees. If any action in law or in equity is necessary to enforce the terms of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs and expenses in addition to any other relief to which such prevailing party may be entitled.

15. Counterparts. This Agreement may be executed in any number of counterparts, each of which will constitute an original, and all of which will together constitute this one Agreement.