

**SUBSCRIBER VOW AGREEMENT FOR GARDEN STATE MULTIPLE LISTING SERVICE, L.L.C.
VOW PROGRAM**

Agreement by and between;

(a) NEWMLS, L.L.C. d/b/a Garden State Multiple Listing Service, L.L.C. ("GSMLS") and

(b) Name: _____ ("VOW Subscriber")

GSMLS ID: _____ Office ID: _____

Office: _____

Address: _____

Phone no.: _____

e-mail address: _____

VOW Subscriber is a Subscriber in the GSMLS MLS System VOW Subscriber's participation in the GSMLS VOW Program is subject to his/her Participant's consent, which consent must be provided by the Participant by execution of this Agreement.

I. Request For VOW Authorization; Rules and Regulations; Applicable Law

VOW Subscriber hereby requests authorization to participate in the GSMLS Virtual Office Website ("VOW") Program. Such authorization will be granted by providing VOW Subscriber access to GSMLS' VOW data feed.

VOW Subscriber hereby agrees that he/she will comply with all GSMLS Rules and Regulations, and any amendments thereto, including those Rules and Regulations specifically applicable to VOW's. VOW Subscriber further agrees to abide by all state laws and regulations applicable to VOW's.

II. VOW URL; Access to VOW:

(a).VOW Subscriber will utilize the following URL(s) for its VOW(s):

URL(s): _____.

VOW Subscriber may not display GSMLS Listings on any VOW for which the URL has not been provided to GSMLS.

(b) VOW Subscriber hereby agrees to make its VOW(s) readily accessible to GSMLS and all GSMLS Participants for purposes of verifying compliance with GSMLS Rules and Regulations.

III Use of AVV:

If VOW Subscriber intends to retain the services of any third party who does not belong to the GSMLS MLS System as an Affiliated VOW Vendor (hereinafter "AVV"), the VOW Subscriber must submit to GSMLS a Request For Authorization of AVV form completed and executed by his/her Participant. Any such AVV will be required to enter an AVV Access, Confidentiality and Nondisclosure Agreement with GSMLS before it can provide services to the VOW Subscriber.

IV. VOW ID and Password:

VOW SUBSCRIBER AND/OR ITS AVV WILL BE PROVIDED WITH A VOW ID AND PASSWORD. THIS INFORMATION IS CONFIDENTIAL AND MAY NOT BE DISCLOSED TO ANY THIRD PARTY. **VOW SUBSCRIBER MAY NOT DISCLOSE HIS/HER MLS USER ID OR PASSWORD TO ANY AVV OR TO ANY OTHER THIRD PARTY.**

V. Termination:

This Agreement may be terminated by either party upon notice to the other, with or without cause. This Agreement will automatically terminate if GSMLS terminates its VOW Program or VOW Subscriber no longer belongs to GSMLS.

VI. Waiver of Claims and Indemnification:

VOW Subscriber understands that GSMLS is making its VOW data feed available solely as a service to the users of its MLS, and makes no representations regarding the proper operation of its VOW data feed or the continuation of its VOW data feed.

VOW Subscriber hereby waives any claims he/she may have or that may arise against GSMLS pertaining to or arising from the VOW Program or the VOW data feed. VOW Subscriber's only remedy for any such claims shall be termination of this Agreement. VOW Subscriber agrees to indemnify GSMLS from, and hold GSMLS harmless against, any claim, suit, action or other proceeding brought by any third party based on or arising from the VOW Subscriber's use of the VOW Program and the VOW data feed and any damages incurred by GSMLS, including its reasonable attorneys fees, relating thereto.

Agreed to on the date set forth below:

VOW Subscriber Signature

Date: _____

Participant (Broker of Record) Consent: Participant hereby consents to VOW Subscriber's participation in the GSMLS VOW Program subject to Participant's oversight, supervision, and accountability and, if applicable, to utilizing the services of the AVV referenced above.

Name: _____

Signature: _____

Date: _____