



## Document Manager for Lucero - Order Form

Please Call US Toll Free At **1.800.862.8193** Should You Have Any Questions Or Need Further Assistance.

**Company Information** - \* Indicates A Required Field

**Credit Card Billing Information** - All Fields Are Required

**Lucero Customer Number:** \_\_\_\_\_  
*To find your Lucero Customer Number in Lucero click file then maintenance then program set up. The customer ID number (If previously entered) will appear in the field following the Access Code. If the field is blank, please fill in the information below.*

OR

\* **Company Name:** \_\_\_\_\_

\* **Company Address:** \_\_\_\_\_

\* **Company City:** \_\_\_\_\_

\* **Company State:** \_\_\_\_\_

\* **Company Zip:** \_\_\_\_\_

\* **Company Contact:** \_\_\_\_\_

\* **Contact Phone:** \_\_\_\_\_

\* **Contact Fax:** \_\_\_\_\_

\* **Contact Email:** \_\_\_\_\_

Billing Cycle: Monthly

Card Type:  MasterCard  Visa  Amex  Discover

Name: \_\_\_\_\_

Card Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Billing Address: \_\_\_\_\_

City: \_\_\_\_\_ St: \_\_\_\_\_ Zip: \_\_\_\_\_

By signing below you are authorizing MarketLinx, Inc. to debit the above listed credit card monthly for the payment of the services or fees indicated on the bottom right of this form. MarketLinx, Inc will continue to debit the charges and/or fees at the regularly scheduled billing cycle. All package selections are on a month to month commitment. This contract will automatically renew on the monthly anniversary date of the first billing date unless MarketLinx, Inc is notified, in writing, no less than fourteen (14) days prior to contract renewal. It is the sole responsibility of the signed customer to assure compliance with all local, state, federal, franchise rules, regulations and/or laws with regard to their use of the software. These terms and conditions are subject to change without prior notice.

**Product Selection** – Select the package you want to install

Customer Signature	Date
_____	_____

**Document Manager for Lucero**  
 This package allows for each office in the company to utilize the base features of Document Manager for Lucero for all the agents and users in that office. The base features include: creating transactions, managing and uploading documents, adding participants (limited to the role list provided), generating archive reports and document packages, creating to do lists (user level).  
**Monthly Fee: \$150.00 for the first office and \$100 for each additional office.**

**Document Manager for Lucero with Consumer Portal**  
 This package includes all of the above items with the addition of managing contacts, ability to add cooperating agents, buyers and sellers, generating a transaction status report and the public document site.  
**Monthly Fee: \$200.00 for the first office and \$150 for each additional office.**

**Document Manager for Lucero with Custom Documents**  
 This package includes all of the items in the consumer portal package in addition to the ability to customize the documents that are utilized in the system.  
**Monthly Fee: \$250.00 for the first office and \$200 for each additional office.**

**Fax Manager Add On**  
 This option is an add on to one of the above packages and is not sold separately. This feature allows each user in your office to maintain a personal fax inbox allowing them to receive their faxes.  
**Monthly Fee: \$50 per office**

**\*\*\* Total Monthly Billing\*\*\***

*This section will be completed by a Marketlinx employee.*

**Number of Licensed Lucero Offices -** \_\_\_\_\_

**Price for 1<sup>st</sup> Office-** \_\_\_\_\_

**Price for each Additional Office -** \_\_\_\_\_

**Fax Manager Add On -** \_\_\_\_\_

**Total Monthly Billing-** \_\_\_\_\_

**Remittance:**  
**VIA SECURE FAX (714) 250-6906**  
**OR Mail to:**  
**Marketlinx Attn: Accounts Receivable**  
**4 First American Way**  
**Santa Ana, CA 92707**

## DOCUMENT MANAGER FOR LUCERO LICENSE AGREEMENT

This Document Manager for Lucero License Agreement includes the terms and conditions set forth below and the attached Document Manager for Lucero – Order Form (collectively, the “Agreement”). This Agreement is between MarketLinx, Inc., a Tennessee corporation (“MarketLinx”) and the company set forth in the attached Document Manager for Lucero – Order Form (“Customer”).

Customer agrees as follows:

**1. License Grant.** Subject to the terms and conditions of this Agreement, MarketLinx grants to Customer a non-exclusive, non-transferable, limited license under MarketLinx’s intellectual property rights, to use the Services solely for the purposes set forth in Permitted Applications section below. For purposes of this Agreement, “Service(s)” means the products and services listed in the Document Manager for Lucero Order Form (“Order Form”), and includes without limitation, software applications, hard copy products and any applicable user manuals, including any enhancements and enhancements. There are no implied licenses under this Agreement, and any rights not expressly granted to Customer are reserved by MarketLinx for its own use and benefit.

**2. Permitted Applications.** Customer may use the Services on any or all computers or networks in a single office, for a single office’s records, for use by unlimited individuals. Customer may transfer and use the Services in another single office, provided that the Services are uninstalled from the original office. Under no circumstances may the Services be used to track more than one office’s records at a time, unless applicable Fees have been paid for each of those offices. Customer may make a copy of the Services for backup or archival purposes solely in support of the Permitted Applications. Customer shall not resell, relicense or redistribute the Services to any third party.

**3. Restrictions on Use.** Customer warrants to MarketLinx, both during and after the term of this Agreement, the following:

- (a) Customer shall not use the Services for purposes other than the Permitted Applications and shall ensure compliance with such terms by its users, if applicable.
- (b) Customer shall not (i) share the Services with any parent, subsidiary, affiliate or other third party, including any third parties involved in any joint venture or joint marketing arrangements with Customer; or (ii) use or store the Services outside the United States.
- (c) Customer shall not use the Services in any way that: (i) infringes MarketLinx’s or any third party’s copyright, patent, trademark, trade secret or other intellectual property or proprietary rights or rights of publicity or privacy; or (ii) violates any law, statute, ordinance or regulation.
- (d) Customer shall: (i) obtain any necessary licenses, certificates, permits, approvals or other authorizations required by federal, state or local statute, law or regulation applicable to Customer’s use of the Services; and (ii) limit use of the Services to its employees and users who have been appropriately trained.
- (e) Customer shall not disassemble, decompile, manipulate or reverse engineer MarketLinx’s Confidential Information or any portion of the Services. Customer shall take all necessary steps to prevent unauthorized use or disclosure or disassembly, decompiling, manipulation or reverse engineering of MarketLinx’s Confidential Information or any portion of the Services.
- (f) All product names set forth in the Order Form are registered or common law trademarks or service marks (collectively “Trademarks”) of MarketLinx or its affiliates or data providers and no right or license to use the Trademarks is granted under this Agreement. Except as may be authorized in prior writing by MarketLinx, Customer shall not use the Trademarks in any advertising or promotional material nor shall Customer disclose MarketLinx as a data source to any third party, except that such disclosures may be made as required by federal, state or local government regulations. Notwithstanding the above, unless expressly authorized in writing by MarketLinx, Customer shall not remove, alter or obscure any Trademarks or proprietary notices contained in the Services or other materials provided by MarketLinx, and to the extent any Trademarks appear in the Services, Customer shall have a limited license to use such Trademarks in accordance with the terms and conditions of this Agreement and solely as they appear in the Services.

**4. Upgrades.** MarketLinx may discontinue, upgrade or change the production, support, delivery and maintenance of any Services as necessary if MarketLinx develops an upgraded version.

**5. Fees.** In consideration of the rights granted to Customer, Customer shall pay MarketLinx the fees stated within the Order Form in accordance with the specified Billing Information, or within the Services as applicable. Fees are exclusive of sales, use, ad valorem, personal property, and other taxes, which are the responsibility of Customer. MarketLinx shall charge Customer applicable sales tax, Customer shall be responsible for filing all other taxes. If full payment is not made, a charge equal to one and one-half percent (1.5%) may be added to the balance due, not to exceed the legal limit permitted by law. If Customer becomes thirty (30) or more days past due, MarketLinx may automatically suspend Customer's access to or shipment of the Services until all past due charges are paid. If it becomes necessary for MarketLinx to enforce this Agreement through an attorney, collection agency, or directly through small claims court, Customer shall pay all attorney's fees, agency fees, court costs, and other collections costs, including without limitation post-judgment costs for legal services at trial and appellate levels.

**6. Compliance Audits.** MarketLinx may audit Customer for the purpose of ensuring Customer's compliance with the terms and conditions of this Agreement, upon five days prior written notice. MarketLinx may choose the auditor in its sole discretion. If the audit indicates there is a breach in Customer's compliance with this Agreement: (i) MarketLinx may immediately terminate the Agreement and pursue its legal remedies, and (ii) Customer shall pay for the cost of such audit. If Customer does not cooperate with MarketLinx's request to audit for compliance, Customer shall be deemed to have conclusively admitted to a material breach in Customer's compliance for which MarketLinx may immediately terminate this Agreement.

**7. Term and Termination.** Unless specified otherwise in the Order Form, the initial term of this Agreement is for thirty (30) days, commencing on the Effective Date set forth in the Order Form. The term shall automatically renew on the monthly anniversary date of the first billing date unless MarketLinx is notified, in writing, no less than fourteen (14) days prior such monthly anniversary date. This Agreement may not be terminated without cause during the term. If either party breaches any provision of this Agreement, the non-breaching party may, upon providing written notice of such breach, immediately terminate this Agreement, provided such breach is not cured within ten (10) days after such notice. Upon termination of this Agreement by either party, Customer, at its own expense, shall return all Services to MarketLinx or certify that the Services have been destroyed within ten (10) business days of termination, and any amounts unpaid by Customer shall be immediately due and payable. Should Customer fail to return or certify the destruction of the Services to MarketLinx, Customer shall pay to MarketLinx a perpetual license fee for the Services.

## **8. Confidential Information.**

- (a) "Confidential Information" means (i) information disclosed by a party relating to the Services, product development strategy and activity, marketing strategy, corporate assessments and strategic plans, either present or future; pricing, financial and statistical information, accounting information, identity of and information regarding the parties to this Agreement, suppliers, employees, investors, or customers; software, source code, systems, processes, designs, schematics, methods, techniques, algorithms, formulae, inventions, discoveries, policies, guidelines, procedures, practices, disputes or litigation; (ii) other confidential, proprietary or trade secret information disclosed by that party that is identified in writing as such at the time of its disclosure; (iii) other confidential, proprietary or trade secret information disclosed by that party; (iv) information relating to that Party's employees, contractors or customers, such as social security number verification which, if released, would cause an unlawful or actionable invasion of privacy; and (v) any compilation or summary of information or data that is itself confidential.
- (b) Neither party shall use, disseminate, reproduce or permit to be used, disseminated or reproduced, or in any way disclose the other party's Confidential Information to any person or entity except as required by law or as specifically permitted in this Agreement. Absent prior written consent of the other party, each party shall disclose Confidential Information only to those of its employees and independent contractors who have previously agreed to be bound by the terms and conditions of this Agreement and its in-house and outside legal counsel who need to know such information. Each party shall treat all Confidential Information disclosed to it in connection with this Agreement as strictly confidential using commercially reasonable measures at least equal to those used by such party with respect to its own Confidential Information.
- (c) The restrictions on use and disclosure of Confidential Information set forth in Section 8(b) shall not apply to any particular Confidential Information when and to the extent that the Confidential Information: (i) is or becomes generally available to the public through no fault of the receiving party (or anyone acting on its behalf); (ii) was previously rightfully known to the receiving party free of any obligation to keep it confidential; (iii) is subsequently

disclosed to the receiving party by a third party who may rightfully transfer and disclose the information without restriction and free of any obligation to keep it confidential; (iv) is independently developed by the receiving party or a third party without reference or access to the disclosing party's Confidential Information; or (v) is otherwise agreed upon by the parties not to be subject to the restrictions set forth in Section 8(b). The receiving party may disclose Confidential Information if required to do so as a matter of law, regulation or court order, provided that: (i) the receiving party shall use all reasonable efforts to provide the disclosing party with at least 10 days prior notice of such disclosure, (ii) the receiving party shall disclose only that portion of the Confidential Information that is legally required to be furnished, and (iii) the receiving party shall use reasonable efforts to seek from the party to which the information must be disclosed confidential treatment of the disclosed Confidential Information.

**9. DISCLAIMER.** THE SERVICES ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES BASED ON COURSE OF DEALING OR USAGE IN TRADE. MARKETLINX DOES NOT REPRESENT OR WARRANT THAT THE SERVICES ARE COMPLETE OR FREE FROM ERROR OR WILL BE AVAILABLE 24 HOURS PER DAY, SEVEN DAYS PER WEEK, AND DOES NOT ASSUME, AND EXPRESSLY DISCLAIMS, ANY LIABILITY TO ANY PERSON OR ENTITY FOR LOSS OR DAMAGE CAUSED BY ERRORS OR OMISSIONS IN THE SERVICES, WHETHER SUCH ERRORS OR OMISSIONS RESULT FROM NEGLIGENCE, ACCIDENT, OR OTHER CAUSE. MARKETLINX MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE LEGALITY OR PROPRIETY OF THE USE OF THE SERVICES IN ANY GEOGRAPHIC AREA.

**10. MARKETLINX’S LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, MARKETLINX’S TOTAL LIABILITY AND CUSTOMER’S EXCLUSIVE REMEDY UNDER OR RELATED TO THIS AGREEMENT IS LIMITED TO DIRECT MONEY DAMAGES NOT EXCEEDING THE GREATER OF THE AMOUNT PAID BY CUSTOMER TO MARKETLINX DURING THE THREE MONTHS PRECEDING THE CLAIM OR \$10,000. THIS LIMIT IS CUMULATIVE AND ALL PAYMENTS UNDER THIS AGREEMENT ARE AGGREGATED TO CALCULATE SATISFACTION OF THE LIMIT. THE EXISTENCE OF MULTIPLE CLAIMS DOES NOT ENLARGE THE LIMIT. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, MARKETLINX SHALL HAVE NO LIABILITY UNDER OR IN ANY WAY RELATED TO THIS AGREEMENT FOR ANY LOSS OF PROFIT OR REVENUE OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, EVEN IF MARKETLINX IS AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

**11. Customer’s Indemnification.** Customer shall indemnify and hold MarketLinx and its affiliates and their respective officers, directors and employees harmless from and against all third party claims, losses, liabilities, costs and expenses arising out of or related to the use of the Services by the Customer or its users or attributable to Customer’s breach of this Agreement. MarketLinx shall control the defense and any settlement of such claim, and Customer shall cooperate with MarketLinx in defending against such claim.

## **12. General Provisions**

- (a) The parties acknowledge that this is a business relationship based on the express provisions of this Agreement and no partnership, joint venture, agency, fiduciary or employment relationship is intended or created by this Agreement. Neither party is the legal representative or agent of, nor has the power or right to obligate, direct or supervise the daily affairs of the other party, and neither party shall act or represent or hold itself out as such. The rights, duties, obligations and liabilities of the parties shall be several and not joint, each party being individually responsible only for its obligations as set forth in this Agreement.
- (b) If any of the provisions of this Agreement become invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.
- (c) Any waiver is only valid to the extent expressly set forth in writing. No waiver by either party of any breach by the other party of any of the provisions of this Agreement is deemed a waiver of any preceding or succeeding breach of the same or any other provision.
- (d) The following sections survive termination of this Agreement and continue in full effect until fully satisfied: 3 (Restrictions on Use); 5 (Fees); 6 (Compliance Audits); 7 (Term and Termination); 8 (Confidential Information); 9 (Disclaimer); 10 (MarketLinx’s Limitation of Liability); 11 (Customer’s Indemnification); and 12 (General Provisions).

- (e) This Agreement may be executed in any number of counterparts, each of which is deemed an original, and all taken together constitute one and the same instrument. Any signature transmitted by facsimile or e-mail (in .pdf, .tif, .jpeg, or a similar format), or a photocopy of such transmission, is deemed to constitute the original signature of such party to this Agreement. The individuals signing below represent that they are authorized to do so by and on behalf of the party for whom they are signing.
- (f) The interpretation and construction of this Agreement is governed by the laws of the State of California. The parties shall submit to the exclusive jurisdiction of, and waive any venue objections against, the United States District Court for the Central District of California, Orange County Division and the Superior and Municipal Courts of the State of California located in Orange County in any litigation arising out of this Agreement. Each party hereby also waives any defenses it may have before such courts based on a lack of personal jurisdiction or inconvenient forum. Each of the parties waives the right to a jury trial. The prevailing party shall be awarded its reasonable attorneys' fees and costs in any lawsuit or claim arising out of or related to this Agreement.
- (g) Either party shall be excused from performance of its obligations, except for Customer's obligation to pay the Fees for Services provided, and shall not be liable for any delay caused by the occurrence of contingencies beyond its control including, but not limited to: act of terrorism, war (declared or not declared), sabotage, insurrection, riot, act of civil disobedience, act of any government, accident, fire, explosion, flood, storm, earthquake, volcanic eruption, nuclear event, any act of God, labor disputes, failure or delay of shippers, or unavailability of components or equipment.
- (h) Customer shall not assign or transfer this Agreement or any rights or obligations under this Agreement. A change in control constitutes an assignment under this Agreement. For purposes of this Agreement, a "Change in Control" means: (a) any transaction in which Customer merges or consolidates with or into another entity; (b) any transaction or series of transactions in which Customer sells or otherwise transfers more than 20 percent of its capital stock (without regard to class or voting rights) or other securities or ownership interests; or (c) the sale, transfer or other disposition of all or substantially all of Customer's assets or the complete liquidation or dissolution of Customer. Any unauthorized assignment or transfer shall be void and constitutes ground for immediate termination of this Agreement by MarketLinx. This Agreement binds and inures to the benefit of the parties and their respective permitted successors and permitted assigns.
- (i) Any notice or other communication required or permitted under this Agreement is sufficiently given if delivered in person or sent by one of the following methods: (a) facsimile or (b) commercially recognized overnight service with tracking capabilities. Notices to Customer will be sent to the address or facsimile located in the signatory lines. Notices to MarketLinx shall be sent to 4 First American Way, Santa Ana, California 92707, with copy sent to MarketLinx's counsel and the same address, facsimile 714 250-6599, Attn: Legal Department. Any such notice or communication is deemed properly delivered as of (i) the date personally delivered, (ii) sent by facsimile, or (iii) one business day after it is sent by commercially recognized overnight service. A party may change its address by written notice given to the other party before the effective date of such change.
- (j) With respect to the Services provided under this Agreement, this Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements and understandings of the parties. No modifications to this Agreement are effective unless in writing and signed by both parties.

**("Customer")** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_