

## ***Amendments to the Principal Broker Subscriber License & Access Agreement***

Section 4.2 Written Consent. ***Except as otherwise specifically advised in writing to the contrary by PBS,*** PBS, as the owner of the listing information provided to HIS for use in the HIS Service by PBS, PBS's Associate Subscribers, licensed personal assistants and unlicensed personal assistants affiliated with PBS, including listing information transferred to the HIS System from other computerized listing systems, hereby grants HIS the right to reproduce, use, distribute, display and grant access to such listing information through the HIS Service electronically and in such other form or manner as HIS deems appropriate at no cost to HIS. PBS shall assure that any photographs, floor plans or other information pertaining to listed properties that are included in the listing information for which PBS is the designated broker, is included in the HIS System with the written consent of the appropriate party (*e.g.* homeowner, photographer, builder, architect, etc.)

Section 5.4 Proprietary Rights and Restrictions. PBS acknowledges that the information available through the HIS Service may include textual, statistical, financial, photographic, video and audio components which are protected by United States Copyright Law. PBS acknowledges that this information is confidential and its use is restricted to PBSs of the HIS Service. Except as expressly provided in Section 3.1, PBS shall not reproduce, redistribute, publish, display, retransmit, broadcast, sell or license or allow anyone else to reproduce, distribute, publish, display, retransmit, broadcast, sell or license any such HIS database information in any format to anyone. PBS agrees to comply with any additional use restrictions which may be announced by HIS at any time regarding specific information in the HIS Database. ***This paragraph does not in any way or manner infringe upon the PBS's right as the owner of his/her listing information to reproduce, redistribute, publish, display, retransmit, broadcast, sell, or license his own listings, separate and apart from HIS.***

Section 8 Indemnification. A new paragraph is added to PBS License & Access Agreement:

***It is understood that the indemnification in Paragraph 8 of the Principal Broker Subscriber License and Access Agreement applies only to those claims which arise out of the acts or omissions of the PBS who signs this Agreement, the PBS's Associate Subscribers and the PBS's licensed or unlicensed personal assistants or support staff.***

~~Section 14. — Legal Fees & Costs. In the event legal action or arbitration is taken against PBS, and HIS prevails in obtaining equitable relief or monetary damages, PBS will be obligated to reimburse HIS for the reasonable attorney's fees, costs and expenses it incurred in pursuing such legal action or arbitration. PBS will also be responsible for any legal fees and costs incurred by HIS in enforcing any order or collecting any judgment. In the event of legal action or arbitration between HIS and PBS, or HIS and PBSs Associate Subscribers, licensed or unlicensed personal assistants, on account or in respect of this Agreement, the prevailing party in such action or arbitration shall be entitled to recover its reasonable attorney's fees, costs and expenses incurred in such action or arbitration.~~