



DOWNLOADING AGREEMENT

THE COMMERCIAL BROKERS ASSOCIATION, ("CBA") and _____, a Member of CBA, and _____ technology vendor(s) to Member ("Vendor") agree as follows:

1. **GRANT OF ANNUAL, REVOCABLE, LIMITED LICENSE.** CBA hereby grants Member a limited, non-transferable, revocable license to receive data and content from CBA's database ("Download") commencing as of the Effective Date.
2. **TERM.** This license is for one year from the Effective Date and shall require notification of renewal for successive one year terms. Either party can terminate at any time.
3. **VENDOR IS PARTY TO THE AGREEMENT.** Member hereby warrants that the name(s) of all third party computer experts, consultants, or Internet Service Providers and subcontractors to the foregoing ("Vendors") who have access to the Download and who are not employees of Member are listed above and have executed this Agreement, or another copy of such, and agree to abide by the terms hereof. Member and Vendor further warrant that the information provided below is complete and accurate.
4. **DUTY TO ADVISE IF CHANGE IN INFORMATION.** Member and consultant agree to advise CBA of any change in the information provided in this Agreement including, but not limited to, names, addresses, and contact information. The failure to timely advise CBA of such changes will result in the termination of downloading privileges.
5. **VENDOR HAS NO RIGHTS TO CBA DATABASE — NO THIRD PARTY BENEFICIARY RIGHTS CREATED.** The parties agree that neither Member nor Vendors have any right to the Download or any of its contents whatsoever, other than that granted by this Agreement and CBA's Rules and Policies and that this Agreement creates no third party beneficiary rights in Vendors.
6. **DOWNLOAD RETAINED BY MEMBER AND USED BY VENDOR STRICTLY SUBJECT TO CBA'S EXISTING AND FUTURE RULES.** Member and Vendors agree that Member will retain possession and control of the Download and content obtained pursuant to this Agreement. Member and Vendors further agree to strictly comply with all of CBA's then-current Rules and Policies pertaining to the use of the Download and CBA's content. Member and Vendors further agree that CBA's Rules and Policies will be changed without advance notice. Member and Vendors agree to stay informed with regard to such Rules and Policies and to take whatever action is necessary to stay in compliance therewith.
7. **DOWNLOADING PROCEDURE.** The process for downloading shall be by such equipment and procedure as may be determined by CBA, from time to time, in CBA's sole discretion.

8. **USE OF DATABASE.** Member and Vendors may use the database for only the following:
 - A. **REPUBLICATION OF DATABASE.** Member, with or without assistance of Vendors, may republish all or a portion of CBA's Download on no more than two (2) Internet sites controlled by Member and advertised as Member's Internet site, and Member may allow Licensees licensed to Member to "frame" Member's site all in accordance with CBA's then current Rules and Policies.
 - B. **INTERNAL PURPOSES.** Member may, with or without Vendors' assistance, use the Download for Member's accounting, statistical and auto-populating applications for the use of Member and licensees licensed to Member only.
9. **DMCA NOTICE.** Member and Vendors shall publish a Digital Millennium Copyright Act ("DMCA") notice in compliance with CBA Rules on all websites that display all or any portion of the Download, which rule is expected to be established in the first quarter of 2015.
10. **NO VESTED RIGHTS.** Neither this Agreement, nor Member's or Vendor's use of the Download, create any right to future use of the Download or any ownership interest in therein.
11. **AUDIT RIGHTS.** CBA shall have the right to audit Member's and Vendor's use of the Download at any time and in any manner. Member and Vendor shall cooperate with any such audit.
12. **RIGHT TO TERMINATE LICENSE.** CBA may, in CBA's sole discretion, with or without reason, terminate the license granted herein immediately and without notice. Both Member and Consultant agree to cease downloading upon notice of termination.
13. **TERMINATION OF MEMBERSHIP.** Upon Member's termination of membership or transfer to inactive status, Member and/or Vendor shall deliver all information theretofore transferred from CBA's' database (downloaded) by Member to CBA.
14. **INDEMNIFICATION.** Member and Vendors shall indemnify, defend and hold CBA harmless from any claim or liability arising from their use of the Download.
15. **ATTORNEYS FEES AND INJUNCTIVE RELIEF.** The parties agree that, in the event of a breach of this Agreement by Member or Vendors, the damages suffered by CBA and its members would be difficult to calculate and that injunctive relief is appropriate. Accordingly, the parties agree that preliminary and permanent injunctive relief should be issued without need for bond. The parties further agree that in the event of a dispute regarding this Agreement, the prevailing party is entitled to an award of its attorneys' fees and costs.
16. **ORDER OF SIGNATURE OF AGREEMENT.** This Agreement shall be signed by the Member, and all Consultants.



MEMBER		Date Signed
Member's Name	Broker's Name (please print)	Fax Number
Broker's Phone Number	Broker's Signature	Contact Email
Broker's Tech Rep	Name	Phone Number
		Email Address
Broker's Website #1	URL	Maintained Where?
Broker's Website #2	URL	Maintained Where?

VENDOR #1 (3rd Party Computer Experts, Consultants or Internet Service Providers who are not Member's Employees)

Name (Please Print)	Address	Responsible Contact
Phone Number	Email Address	IP Address
Signature	Company #1 URL	

VENDOR #2 (3rd Party Computer Experts, Consultants or Internet Service Providers who are not Member's Employees)

Name (Please Print)	Address	Responsible Contact
Phone Number	Email Address	IP Address
Signature	Company #2 URL	

Please list any additional third-party vendors on a separate sheet and attach to this Downloading Agreement.

COMMERCIAL BROKERS ASSOCIATION

By	Effective Date
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