

Opt-In Agreement
For IDX Program

Instructions

The following Opt-In Agreement must be completed and signed by you in order to opt into the GSMLS IDX Program.

The signed Agreement should be sent to GSMLS by mail or fax at:

Garden State MLS - IDX
1719 Route 10 East, Suite 223
Parsippany, N.J. 07054

Fax No.: 973-984-1790

Note: You do not need to send to GSMLS copies of all the Appendices annexed to the Opt-In Agreement. They should, however, be retained by you for your own records since they are part of the Opt-In Agreement.

A copy of the completed and signed Request For Authorization For IDX Consultant (Appendix C) must also be sent to GSMLS if you intend to use the services of a third party in connection with establishing or maintaining your IDX website.

Your e-mail address must be provided to GSMLS since this will be the primary means for communicating with you regarding the GSMLS IDX Program.

**PARTICIPANT
OPT-IN AGREEMENT FOR
GARDEN STATE MULTIPLE LISTING SERVICE, L.L.C.
INTERNET DATA EXCHANGE 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: _____ ("IDX User")
(Broker of Record)

GSMLS ID: _____ Office ID: _____

Office: _____

Address: _____

Phone No.: _____

e-mail address: _____

IDX User is a Participant (Broker of Record) in the GSMLS MLS System

I. Request For IDX Authorization; Rules and Regulations

IDX User hereby requests authorization to participate in the GSMLS Internet Data Exchange ("IDX") Program. **IDX User hereby agrees that he/she will abide by all GSMLS Rules and Regulations, and any amendments thereto, including those Rules and Regulations specifically applicable to the GSMLS IDX Program which are annexed as Appendix A.**

II. Scope of IDX Participation:

Please complete the following to authorize the display of your IDX Listings on the designated websites (select an option by initialing in the space provided) (CHOOSE ONLY 1):

(i) _____ (initial) IDX User hereby authorizes the display of his/her IDX Listings, but only by other GSMLS IDX Participants. In the event a Participant selects this option, then Participant's own Subscribers shall be precluded from participation in the IDX Program. Any Participant who establishes, or permits his/her Subscribers or a Consultant to establish, a website on which his/her Subscribers display IDX Listings, without having authorized all other IDX Subscribers to display Participant's IDX Listings, shall be subject to discipline.

(ii) _____ (initial) IDX User hereby authorizes the display of his/her IDX Listings by all GSMLS IDX Participants and all IDX Subscribers not associated with IDX User.

(iii) _____ (initial) IDX User hereby authorizes the display of his/her IDX Listings by all GSMLS IDX Participants and all IDX Subscribers not associated with IDX User and hereby authorizes the display of his/her IDX Listings by his/her own IDX Subscribers.

Please complete the following selection regarding the display of your own identifying information on the IDX sites of other IDX Users (select an option by initialing in the space provided) (CHOOSE ONLY 1):

(i) _____ (initial) IDX User requires the display of his/her Listing Office Identification on all of his/her listings on IDX websites of other IDX Users.

(ii) _____ (initial) IDX User does NOT require the display of his/her Listing Office Identification on any of his/her listings on IDX websites of other IDX Users.

Please complete the following selection regarding the display of your IDX Listing property addresses on the IDX sites of other IDX Users (select an option by initialing in the space provided) (CHOOSE ONLY 1):

(i) _____ (initial) IDX User requests that his/her IDX Listing property addresses be included in the IDX Database for display on the IDX sites of other IDX Users.

(ii) _____ (initial) IDX User does NOT request that his/her IDX Listing property addresses be included in the IDX Database for display on the IDX sites of other IDX Users.

III. Property Owner Consent:

IDX User hereby represents that he/she will not allow any listing or listing address to be placed into the GSMLS IDX System without property owner consent.

IV. Website URL; Choice of IDX Solution; Disclosure Statements:

(a). IDX User will utilize the following website in connection with the GSMLS IDX Program:

URL: _____.

IDX User may not display IDX Listings on any website for which the URL has not been provided to GSMLS. IDX User must advise GSMLS if he/she intends to display IDX Listings on any other website and must provide GSMLS with the URL for that website. A Participant may not permit the display of IDX Listings on his/her Subscribers' websites without having authorized the display of Participant's IDX Listings by all other IDX Subscribers.

(b). IDX User will use the following GSMLS IDX solution (please select either the Framing Solution or the FTP Download Solution by initialing in the space provided) and shall abide by the following additional rules applicable to each solution:

The IDX Framing Solution _____ (initial)

In addition to the annexed GSMLS Rules and Regulations applicable to the IDX Program, the following additional rules shall apply to the use of the IDX Framing Solution:

- An IDX Logo (a stylized GSMLX) shall be displayed in connection with each IDX Listing displayed on the IDX framing solution. The IDX User will be provided with the ability (through the use of profile settings) to replace the IDX Logo with identifying information. This may only be done in connection with the IDX User's own IDX Listings and any other IDX Listings from IDX User's real estate brokerage company. **In no event may the IDX Logo be removed from, or the IDX User's identifying information be added to, an IDX Listing of any other listing broker.**

The IDX FTP Download Solution _____ (initial)

In addition to the annexed GSMLS Rules and Regulations applicable to the IDX program, the following additional rules shall apply to the FTP download solution:

- If a listing broker includes identifying information (i.e., name of listing broker/listing agent, address, telephone number, etc.) with his/her IDX Listing, at least the listing broker's name must be displayed in conjunction with the IDX Listing in a legible manner and in print that is at least as large as the print used to display the other listing information associated with the listing. The IDX User shall not display his/her own identifying information in such a way as to suggest that the IDX Listing of another listing broker is the IDX User's own listing.
- The IDX Logo (a stylized GSMLX) may be used by the IDX User in conjunction with the display of IDX Listings from the GSMLS IDX System.

(c) IDX User must ensure the mandatory disclosure statements set forth in Appendix B to this Agreement are displayed in conjunction with any IDX Listings displayed on IDX User's website. Mandatory disclosure statements will automatically be displayed on the IDX framing solution

V. Use of Consultant:

If IDX User intends to retain any third party who does not belong to the GSMLS MLS System to assist in the creation and/or maintenance of the IDX Users' website (hereinafter "Consultant"), the IDX Participant must complete and return to GSMLS the Request form attached to this Agreement as Appendix C. Any such Consultant will be required to enter the IDX Consultant Access, Confidentiality and Nondisclosure Agreement attached as Appendix D to this Agreement before being permitted to provide any services to IDX User that would require access to the IDX System or the GSMLS MLS System.

VI. IDX User ID and Password:

IDX USER AND/OR CONSULTANT WILL BE PROVIDED WITH AN IDX USER ID AND PASSWORD. THIS INFORMATION IS CONFIDENTIAL AND MAY NOT BE DISCLOSED TO ANY THIRD PARTY. **IDX USER MAY NOT DISCLOSE HIS/HER MLS USER ID OR PASSWORD TO CONSULTANT OR TO ANY OTHER THIRD PARTY.**

VII. 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 IDX Program or IDX User no longer belongs to GSMLS.

VIII. Waiver of Claims and Indemnification:

IDX User understands that GSMLS is making its IDX Program available solely as a service to the users of its MLS, and makes no representations regarding the proper operation of its IDX Program or the continuation of the IDX Program

IDX User hereby waives any claims he/she may have against GSMLS pertaining to or arising from the IDX Program. IDX Users' only remedy shall be termination of this Agreement. IDX User 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 IDX Program and any damages incurred by GSMLS, including its reasonable attorneys fees, relating thereto.

Agreed to on the date set forth below:

IDX User (Broker of Record)

Signature : _____ Date: _____

Appendix A

IDX Program Rules and Regulations

[The following represents Section 11.5 of GSMLS' Rules and Regulations, the Section of GSMLS' Rules and Regulations that expressly addresses the IDX Program. All sections of GSMLS' Rules and Regulations, however, are applicable to the IDX Users participation in the IDX Program.]

Section 11.5 IDX PROGRAM

11.5.1 PROGRAM GUIDELINES: The Service has established an Internet Data Exchange ("IDX") program. This IDX program permits those Participants and Subscribers who participate in the IDX program to advertise IDX listings (as defined below) on their own websites. Since listing brokers own/control their own listings and listing information, individuals wishing to participate in GSMLS's IDX program will have to affirmatively elect to do so, i.e., "opt in."

GSMLS's IDX program is a stand alone IDX program. It is not tied to a Participant's transmission of listings to third party aggregation sites or the advertising of listings on the Service's public website. Individuals may elect to participate in GSMLS's IDX program without electing to forward their listings to aggregation sites and/or advertising their listings on the Service's public website

11.5.2 GENERAL TECHNICAL ISSUES: GSMLS's IDX system provides a download capability that allows individuals participating in the IDX program to download IDX listings to their own databases. IDX listings will be downloaded via FTP. GSMLS places IDX listings in segregated files/ a segregated database from which they can be downloaded. These files/ this database are password protected. Passwords are provided to those individuals participating in the IDX program. Additional IDX display technology, such as a framing option, is also provided.

11.5.3 PARTICIPATION IN GSMLS'S IDX PROGRAM: Any GSMLS Participant involved in the real estate brokerage business who wishes to participate in GSMLS's IDX program is required to affirmatively "opt in" to the IDX program by entering an IDX Agreement with the Service. In doing so, that individual agrees to place his/her listings into GSMLS's IDX database and all of that individual's listings, except those expressly excluded as set forth below, will automatically be loaded by GSMLS into the IDX database. These listings will be available for advertising on the websites of other individuals who elect to participate in the IDX program. Any individual who does not affirmatively "opt in" to the IDX program will not be provided access to the IDX database and shall not be entitled to advertise the IDX listings of other Participants.

GSMLS recognizes that there may be instances where an individual who has elected to participate in the IDX program may not be able to place a particular listing into the IDX program. Therefore, an individual who has elected to participate in the IDX program may exclude listings from the IDX program. This will need to be expressly done on a listing-by-listing basis. In the event an individual excludes more than fifty (50%) percent of his/her listings, that individual will be deemed to have withdrawn from the IDX program.

GSMLS also recognizes that listing brokers may be willing to allow other brokers to advertise their listings but may not be willing to allow all real estate agents to do so on their own individual websites. Accordingly, Participants may opt into the IDX program but limit the advertising of their IDX listings to other GSMLS Participants.

11.5.4 SUBSCRIBER PARTICIPATION IN THE IDX PROGRAM: GSMLS Participants are responsible for the actions of their Subscribers. Accordingly, participation in the IDX program by a GSMLS Subscriber is subject to the authorization of that individual's Participant.

11.5.5 IDX LISTINGS/LISTING INFORMATION: The only listing information that will be loaded into the IDX database will be the non-confidential listing information that GSMLS transmits to aggregation sites on behalf of listing brokers. If Authorized by the listing broker, listing addresses will also be loaded into the IDX database.

11.5.6 ADVERTISING OF IDX LISTINGS: The advertising of IDX listings on an individual's website is subject to the following requirements:

- Listing brokers have the option, but are not required, to include identifying information (i.e., names of listing broker/listing agent, address, telephone number) in the listings they place into the IDX database. To the extent this information is included by the listing broker, other individuals participating in the IDX program must include at least the broker's name in the IDX advertising of that listing.

- Individuals participating in the IDX program who elect to advertise IDX listings are prohibited from modifying or altering the IDX listings they advertise. Furthermore, all IDX listing information must be included in the IDX advertisement of that listing. (The only exception is for "thumbnail" listings that are the initial results of a search.)

- Individuals participating in the IDX program who elect to advertise IDX listings are required to update listing information on a daily basis.

- Individuals participating in the IDX program who elect to advertise IDX listings have the option to select which IDX listings they wish to advertise.

11.5.7 NOTICES: Notices regarding the source of IDX listings, consumer restrictions, disclaimers, and other relevant issues will be provided with the IDX Agreement executed by individuals opting into the IDX program and will need to be displayed on individual websites as a condition of participating in the IDX program.

11.5.8 INDEMNIFICATION: GSMLS does not monitor IDX advertising. Any individual advertising IDX listings agrees to indemnify and hold GSMLS and other IDX Participants harmless from any claims arising from their IDX activity.

Appendix B

IDX Disclosure Statements

MANDATORY DISCLOSURES – THE USE OF THE FOLLOWING DISCLOSURES ARE MANDATORY

(Please note: If you are going to use the IDX framing solution, the following mandatory notices will appear within the IDX frame. Therefore, it will not be necessary for you to place duplicate disclosures on your website. If, however, you are going to use the IDX FTP download solution, you must place the following mandatory disclosures on your website so as to be viewable in conjunction with any IDX listings that are displayed.)

Explanation of data source:

Your website must display a disclosure indicating the source of the IDX data on your site. The following disclosure must be included:

The data relating to real estate for sale on this website comes in part from the IDX Program of Garden State Multiple Listing Service, L.L.C. Real estate listings held by other brokerage firms are marked as IDX Listing.

MLS Copyright Notice

The following copyright notice must be posted on every web page containing data provided via GSMLS's IDX Database:

Information deemed reliable but not guaranteed.
Copyright © year Garden State Multiple Listing Service, L.L.C. All rights reserved.

Accuracy disclaimer on other IDX Participant's listings:

Your website must display a disclosure indicating that data from other IDX participants is "deemed reliable but not guaranteed." Any similar language indicating both that the listing broker believes the data provided to be accurate but that it does not guarantee the data will be acceptable as an alternative.

N.J.A.C. 11:5.6.1 Disclosure:

Your website must display the following disclosure with the display of any other IDX Participant's listing:

Notice: The dissemination of listings on this website does not constitute the consent required by N.J.A.C. 11:5.6.1 (n) for the advertisement of listings exclusively for sale by another broker. Any such consent must be obtained in writing from the listing broker.

Consumer Disclaimer:

Your website must display the following consumer disclosure:

This information is being provided for Consumers' personal, non-commercial use and may not be used for any purpose other than to identify prospective properties Consumers may be interested in purchasing.

RECOMMENDED DISCLOSURE – THE USE OF THE DISCLOSURE OUTLINED BELOW IS SUGGESTED.

(Please note: If you are going to use the IDX framing solution, this disclosure will not appear within the IDX frame.)

Less than all the IDX Database:

If you choose to display less than the entire IDX Database, it is probably wise to disclose this on your website. For example, an IDX Participant may choose to display only those listings from a particular geographic area, in a particular price range, in a particular property type, etc. A disclosure is advisable because: 1) The IDX Participant may be advertising the website as “the most complete compilation of houses for sale on the Internet”; if the IDX Participant is intentionally excluding listings from this “most complete” of compilations, it should disclose that to consumers to avoid claims that its advertising is not giving a true picture. 2) If the IDX Participant excludes listings without disclosing to consumers, savvy consumers will note discrepancies between IDX Participant websites and may begin to distrust your site. A disclosure might look like either of these:

“[Your firm’s name here] participates in GSMLS’s IDX program, allowing us to display other broker’s listings on our site. However, [firm name] displays only [listings in _____ County][only condominium listings][exceptional properties (with list prices above \$500,000)].”

“[Your firm name] does not display the entire GSMLS IDX database on this website. The listings of some real estate brokerage firms have been excluded.”

Appendix C

**REQUEST FOR AUTHORIZATION FOR IDX CONSULTANT TO ACCESS THE GSMLS
IDX SYSTEM**

REQUESTED BY:

Participant (print name): _____ ("Participant") (Broker of Record)

Office: _____

IDX CONSULTANT INFORMATION:

Name: _____ ("IDX Consultant")

Address: _____

Phone/Fax: _____

e-mail address: _____

IDX Participant hereby requests that GSMLS grant IDX Consultant authorization to access the GSMLS IDX System for the purpose of allowing IDX Consultant to design, configure, program, maintain and/or host Participant's and, if applicable, its Subscribers', websites for use by Participant and/or its Subscribers of the GSMLS IDX Program.

In making this request, Participant (Broker of Record) understands and agrees:

1. That the decision to grant IDX Consultant access to the GSMLS IDX System shall be made at the sole discretion of GSMLS, after its evaluation of the IDX Consultant.
2. That in the event IDX Consultant is granted access to the GSMLS IDX System, IDX Consultant will be required to abide by the terms of a separate Access, Confidentiality and Nondisclosure Agreement with GSMLS and, if necessary, a Confidentiality Agreement with GSMLS's System vendor.
3. That in the event IDX Consultant fails to abide by the terms of these Agreements, or for any other reason GSMLS in its sole discretion deems appropriate, IDX Consultant's ability to continue accessing the GSMLS IDX System may be terminated. Participant hereby agrees that GSMLS shall have no liability to Participant or its Subscribers with respect to any such termination, and hereby waives any and all claims that Participant or its Subscribers may have against GSMLS relating to any such termination.
4. That GSMLS has no relationship with IDX Consultant and makes no representations regarding (i) IDX Consultant's services or (ii) whether IDX Consultant's services will allow Participant's or its Subscribers' websites to function with the GSMLS IDX System. GSMLS shall have no liability to Participant or its Subscribers for IDX Consultant's services or any damages resulting therefrom.
5. That Participant shall indemnify GSMLS from, and hold GSMLS harmless with respect to, any claims made against, or damages incurred by, GSMLS relating to IDX Consultant and/or its services.
6. That Participant's and its Subscribers' participation in the IDX program, and any services rendered on their behalf by IDX Consultant, are subject to GSMLS' Rules and Regulations.

Participant (Broker of Record)'s Signature: _____ Date: _____

Appendix D

IDX CONSULTANT ACCESS, CONFIDENTIALITY and NONDISCLOSURE AGREEMENT

THIS AGREEMENT ("Agreement"), dated _____ (the "Effective Date"), is entered into between NEWMLS, L.L.C. d/b/a Garden State Multiple Listing Service, L.L.C. ("GSMLS") having its principle office at 1719 Route 10 East, Suite 223, Parsippany, New Jersey 07054 and

Name: _____ ("IDX Consultant")

Address: _____

RECITALS

WHEREAS GSMLS operates a Multiple Listing Service ("MLS") and as part of its MLS operations provides an Internet Data Exchange ("IDX") Program for certain of the Authorized Users of its MLS, which IDX Program provides an IDX framing solution and an FTP download solution; and

WHEREAS IDX Consultant designs, configures, programs, maintains, and/or hosts websites, which websites may be used by Authorized Users in conjunction with GSMLS's IDX Program; and

WHEREAS IDX Consultant wishes to obtain access to GSMLS' IDX System for the purpose of designing, configuring, programming, maintaining, and/or hosting Authorized User websites associated with GSMLS' IDX Program, which Authorized Users are identified in Exhibit A hereto, and GSMLS is willing to grant to IDX Consultant such access, subject to the terms and conditions set forth below;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

AGREEMENT

1. Definitions. In addition to any other terms that are defined elsewhere in this Agreement, the following terms will have the meanings set forth below.

1.1 "Intellectual Property" means all inventions (whether or not protected under patent laws), works of authorship, information fixed in any tangible medium of expression (whether or not protected under copyright laws), Moral Rights, mask works, trademarks, trade names, trade dress, trade secrets, publicity rights, know-how, ideas (whether or not protected under trade secret laws), and all other subject matter protected under patent (or which is not patented, but is subject matter that is protected under patent law), copyright, moral right, mask work, trademark, trade secret, or other laws, including without limitation all new or useful art, combinations, discoveries, formulae, manufacturing techniques, technical developments, systems, computer architecture, artwork, software, programming, applets, scripts, designs, processes, and methods of doing business. "Moral Rights" means any right to claim authorship of a work, any right to object to any distortion or other modification of a work, and any similar right, existing under the law of any country, or under any treaty.

1.2 "GSMLS Data" shall mean all data and information, including but not limited to all listings, listing information, user names and information, roster information, tax data, and digital images, contained on GSMLS' MLS System, including but not limited to IDX listing information, or obtained from GSMLS.

1.3 "Proprietary Rights" shall mean all contract rights and Intellectual Property rights in a work, including without limitation, copyrights, patents, trade secrets, trademarks, service marks, goodwill and all other Intellectual Property rights

that may exist now or hereafter come into existence and all renewals or extensions thereof, derivative works created therefrom, regardless of whether such rights arise under the law of the United States or any other state, country or jurisdiction, and including any modifications, translations, adaptations, improvements, and accompanying printed materials.

2. Access To IDX System.

2.1 Access to GSMLS's IDX System. GSMLS shall provide IDX Consultant access to the GSMLS IDX System, for the sole purpose of providing IDX Consultant with the ability to design, configure, program, maintain, and/or host websites **solely for the Participant(s) and/or Subscriber(s) and the URL's identified in Exhibit A hereto**, as follows:

IDX Framing Solution: Each website utilizing the IDX framing solution will be provided with a unique user ID and password, which may be disclosed to IDX Consultant for incorporation into said website.

FTP Download Solution: If IDX Consultant is going to provide services in connection with websites utilizing the FTP download solution, then IDX Consultant will be provided with its own unique user ID and password that will be used by IDX Consultant for the services it renders for all such websites.

IDX Consultant represents and agrees that it will not use (except as permitted under this Agreement), add to, delete from, modify, alter, or otherwise revise the information residing on GSMLS' IDX Database.

IDX Consultant represents and agrees that it will maintain the confidentiality of all User ID's and passwords provided to it.

Consultant acknowledges and agrees that it will not directly or indirectly assist or permit a website to utilize a GSMLS IDX Solution or display GSMLS IDX Listings if the URL for that website has not been provide to, and authorized by, GSMLS.

2.2 No Access Permitted to GSMLS System Without Additional Authorization. GSMLS operates an MLS and as part of this MLS maintains a separate database (the "GSMLS System") on which resides all of GSMLS' MLS Data. The GSMLS System uses a distinct database from that of the IDX System. **This agreement does not authorize IDX Consultant to access the GSMLS System.** In the event IDX Consultant needs to access the GSMLS System in connection with its initial design work, then it will be provided temporary access to the GSMLS System after the IDX Consultant's execution of an additional agreement with GSMLS. **In no event is IDX Consultant authorized to be provided with, or use, the User ID or password of any Participant or Subscriber. IDX Consultant hereby agrees to immediately advise GSMLS if it becomes aware of any such User ID or password.**

2.3. GSMLS's System Vendor. This agreement is subject to IDX Consultant executing any confidentiality agreement required by GSMLS' System Vendor.

2.4. Changes To IDX System. GSMLS periodically makes changes to its MLS System for maintenance or upgrade purposes. In the event it is anticipated that any such change will effect the IDX System, GSMLS will, if possible, provide IDX Consultant with prior notice of any such change. GSMLS shall have no liability to IDX Consultant or its customers for any such change or any failure on its part to provide prior notice of any such change.

2.5 GSMLS Rules and Regulations. **IDX Consultant understands and agrees that any services it renders to Authorized Users of the GSMLS IDX Program are subject to GSMLS' Rules and Regulation relating to the IDX Program. IDX Consultant hereby acknowledges that it has been provided with a copy of these Rules and Regulation, that it understands these Rules and Regulations, and that any and all services it renders will conform with these Rules and Regulations. In addition, Consultant hereby agrees that any and all services it renders will conform with the following additional rules applicable to the particular IDX solutions:**

- (Framing Solution) An IDX Logo (a stylized GSMLX) shall be displayed in connection with each IDX Listing displayed on the IDX framing solution. The IDX User will be provided with the ability (through the use of profile settings) to replace the IDX Logo with identifying information. This may only be done in connection with the IDX User's own IDX Listings and any other IDX Listings from IDX User's real estate brokerage

company. **In no event may the IDX Logo be removed from, or the IDX User's identifying information be added to, an IDX Listing of any other listing broker.**

- (FTP Download Solution) If a listing broker includes identifying information (i.e., name of listing broker/listing agent, address, telephone number, etc.) with his/her IDX Listing, at least the listing broker's name must be displayed in conjunction with the IDX Listing in a legible manner and in print that is at least as large as the print used to display the other listing information associated with the listing. The IDX User shall not display his/her own identifying information in such a way as to suggest that the IDX Listing of another listing broker is the IDX User's own listing.
- (FTP Download Solution) The IDX Logo (a stylized GSMLS) may be used by the IDX User in conjunction with the display of IDX Listings from the GSMLS IDX System.

3. Indemnification/Damages

3.1. Indemnification/Damages. IDX Consultant hereby agrees to indemnify, and hold GSMLS and its Participants and Subscribers harmless, for any damages and costs they incur, including their reasonable attorneys fees, in connection with any claims asserted against them with respect to IDX Consultant's services, with respect to IDX Consultant's accessing of the GSMLS MLS System, or with respect to any breach of this Agreement by the IDX Consultant. IDX Consultant also agrees to be responsible for any damage it causes to GSMLS, and agrees to pay GSMLS any costs GSMLS incurs, including its reasonable attorneys fees, in recovering its damages.

4. Proprietary Acknowledgements.

4.1. GSMLS Data. **IDX Consultant hereby acknowledges and agrees that GSMLS and/or its Participants are the sole and exclusive owners of any and all rights, including all Intellectual Property rights and Proprietary Rights, in GSMLS Data, including but not limited to IDX listing information, in any and all formats regardless of where such GSMLS Data is located.**

5. Fee.

5.1. Fee. There shall be no fee associated with this Agreement.

6. Term and Termination.

6.1. Term. This term of this Agreement shall commence on the Effective Date and shall continue in full force and effect until terminated by either party. Either party may terminate this Agreement, with or without cause, on thirty (30) days written notice. This Agreement may be terminated immediately by GSMLS in the event IDX Consultant breaches any of its obligations hereunder.

6.2. Not Exclusive Remedy. The termination of this Agreement by GSMLS shall not limit or result in the waiver of any other right or remedy available to GSMLS for breach of this Agreement, nor shall termination of this Agreement be deemed the exclusive remedy available to GSMLS for such a breach. In the event of a breach of this Agreement by IDX Consultant, IDX Consultant shall be liable for any damages incurred by GSMLS, including its reasonable attorneys' fees.

7. Miscellaneous.

7.1. Governing Law and Forum Selection. This Agreement shall be governed by and construed in accordance with the laws of New Jersey, without regard to any conflicts of law principles that would require the application of the laws of a different state. With respect to any litigation arising out of or relating to this Agreement, each party agrees that it shall be filed in and heard by the state or federal courts with jurisdiction to hear such suits located in Morris County, New Jersey.

7.2 Assignment. Neither party may assign this Agreement without the other party's written consent. Any attempt to assign this Agreement other than as permitted above shall be null and void.

7.3 Independent Contractors. The parties to this Agreement are independent contractors and nothing herein shall be construed as creating an employment, agency, franchise, joint venture or partnership relationship between the parties. Neither party shall have any right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability, or to otherwise bind, the other party.

7.4 Entire Agreement. This Agreement, including any exhibits attached hereto, constitutes the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes and amends, in its entirety, all prior or contemporaneous agreements, representations or understandings, whether oral or written, with respect to that subject matter.

7.5 Amendment; Waiver. This Agreement may be modified or amended only by a written agreement duly executed by each of the parties. No right of any party under this Agreement will be deemed to be waived unless that waiver is in a writing duly executed by the party who is alleged to have waived that right. No failure to exercise a right, or delay in exercising a right, shall operate as a waiver of that right.

7.6 Severability. In the event that any term, condition or provision of this Agreement is for any reason rendered void, all remaining terms, conditions and provisions shall remain and continue as valid and enforceable obligations of the parties hereto.

Agreed to on the date set forth above.

IDX CONSULTANT

GSMLS, L.L.C.

Name: _____

Name: _____

Title: _____

Title: _____

Phone: _____

Phone: _____

Fax : _____

Fax: _____

Email: _____

Email: _____

Signature: _____

Signature: _____

EXHIBIT A

(This Exhibit A shall be deemed amended to include any additional Participant or Subscriber for whom Consultant provides services to in the future, provided Consultant has provided GSMLS with written notice of same.)

Participant(s)/subscriber(s): For each such Participant or Subscriber, specify that individuals name and office, the URL of that individuals website, and whether that website will be utilizing the framing or FTP download solution.