GSMLS MLS DATA ACCESS AGREEMENT

THIS GSMLS MLS DATA ACCESS AGREEMENT (this "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"), a New Jersey limited liability company, having its principle office at 1719 Route 10 East, Suite 223, Parsippany, New Jersey 07054 and

Name: _____ ("VENDOR")

Principle office address: _____

State of Organization/Form of Organization: _____

RECITALS

WHEREAS GSMLS operates a Multiple Listing Service ("MLS") and as part of its MLS operations provides real estate listing database information to the Authorized Users of its MLS; and

WHEREAS VENDOR is a developer and marketer of certain products or services for use by such Authorized Users, which products or services (i) are created using certain real estate listing database information or (ii) are used in conjunction with real estate listing database information; and

WHEREAS VENDOR wishes to obtain access to GSMLS' MLS System for the purpose of providing certain of its products or services for use by the Authorized Users of GSMLS' MLS System; and

WHEREAS GSMLS is willing to grant VENDOR access to GSMLS' MLS System, 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 terms that are defined elsewhere in this Agreement, the following terms will have the meanings set forth below.

1.1   "Authorized Users" means real estate licensees, appraisers, and other persons who are authorized by GSMLS to access its MLS system.

1.2   "Consumers" means potential buyers and sellers of real estate who are utilizing the services of an Authorized User.

1.3   "Data Feed" means any method, including user IDs, passwords, and uniform resource locators (URLs), by which GSMLS provides VENDOR access to the GSMLS MLS System and GSMLS Data.

1.4   "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, digital images, all user-perceptible text and multimedia information, including sound, data, text, designs, audio, video, graphics, photographs, inventions, information, GSMLS advertisements, MLS Information, and the like, provided by GSMLS to VENDOR under this Agreement; including any Proprietary Rights in the foregoing.

1.5   "GSMLS Marks" mean GSMLS domain names, trademarks, service marks, trade dress, trade names, corporate names and proprietary logos.

1.6   "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.

1.7   "Product" means the products or services identified by Vendor in Exhibit A to this Agreement that interact with the GSMLS MLS System or incorporate the GSMLS Data, and may include associated media, printed materials, "online" or electronic documentation, those changes or additions to the Product described in Exhibit A, and all updates to any of the foregoing. Product does not include any portion of the products or services that can operate on a free-standing basis without any use of or access to the GSMLS MLS System or GSMLS Data.

1.8   "Proprietary Rights' shall mean all contract rights, GSMLS Marks, 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 exists now and/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. Product Description and Request for Access.

    2.1. VENDOR Request for Access to the GSMLS MLS System.

VENDOR hereby requests that GSMLS grant VENDOR access to the GSMLS MLS System in connection with the use of the Product by Authorized Users. The Product is identified and described by VENDOR in Exhibit A to this Agreement.

The information provided by VENDOR in Exhibit A must include at least the following information:

    - A complete and detailed description of the Product, including the products and services included within or forming a part of the Product.

    - A description of the way and extent to which the Product makes use of GSMLS Data, including describing which fields and records and which supplemental elements (such as photos) of GSMLS Data the Product incorporates or makes use of. (NOTE: For any Product which is limited in use to the display of IDX or VOW listings, it is only necessary for the VENDOR to note this in Exhibit A. GSMLS provides separate IDX and VOW Data Feeds which must be used for the display of IDX or VOW listings, and any such use of the Product must comply with GSMLS' IDX or VOW Rules and Regulations.)

    - A list of any Authorized User URL's with respect to which the Product will be used. (Note: This list of URL's must be immediately updated by VENDOR upon the addition of any such URL.)

    - An indication of whether VENDOR maintains any nontransient copy of any portion of the GSMLS Data on its own equipment or servers in the course of delivering the Product, and if so, descriptions of the method(s) and frequency by which the nontransient copy is maintained and kept current.

    - A description of the method(s) by which VENDOR proposes to authenticate the access rights of any person using the Product.

    2.2. <u>GSMLS Grant of Access.</u> After reviewing the information provided by VENDOR in Exhibit A and any additional information that might be requested by GSMLS, GSMLS shall respond to such request within a commercially reasonable time, but may in its sole discretion approve or reject any such request. Any request to which GSMLS has not responded within 30 days shall be deemed rejected. If VENDOR's request for access to the GSMLS MLS System is granted GSMLS will notify VENDOR regarding what, if any, additional terms and conditions besides those set forth in this Agreement may apply to this grant of access. Products and services included within or forming a part of the Product may not be altered or changed in any way except under the terms of this Agreement.

    2.3. <u>Modifications and Additions to the Product, GSMLS Approval.</u> Prior to VENDOR modifying the Product in any way that materially affects its use or display of GSMLS Data; or adding products or services to the Product that make use of any part of GSMLS Data, VENDOR shall submit to GSMLS a written proposal to modify Exhibit A. The proposal must provide a reasonably detailed description of the planned additions and modifications to the Product.

GSMLS shall respond to such proposal within a commercially reasonable time, but may in its sole discretion approve or reject any such proposal. Any proposal to which GSMLS has not responded within 30 days shall be deemed rejected. If GSMLS approves any proposal, it shall prepare an amendment to Exhibit A, which GSMLS and VENDOR shall execute before it becomes effective.

2.4. <u>Additional Products</u>. In the event VENDOR desires to provide any additional Products to Authorized Users that use or display GSMLS Data, or use any part of GSMLS Data, it must obtain GSMLS' approval before doing so. VENDOR shall use the procedure set forth in Section 2.3 of this Agreement to obtain such approval from GSMLS. Upon the grant of any such approval by GSMLS, the obligations set forth in this Agreement with respect to the Product shall also apply to any additional Products.

2.5. <u>Copies of Product to GSMLS</u>. If requested by GSMLS, VENDOR will provide GSMLS, without charge, sufficient copies of the Product and any modifications and additions thereto to enable GSMLS to protect its rights under this Agreement.

3. <u>VENDOR Access To GSMLS' MLS System and GSMLS Data</u>

3.1. <u>VENDOR Access to GSMLS' MLS System.</u> GSMLS shall provide VENDOR with access to the GSMLS MLS System for the sole purposes of (i) configuring, testing, programming, maintaining, and supporting the Product for use by Authorized Users, (ii) configuring GSMLS Data in a format compatible with the Product, and (iii) delivering the GSMLS Data to Authorized Users in conjunction with an Authorized User's use of the Product, only to the extent permitted by and subject at all times to the terms of this Agreement. GSMLS reserves all rights not expressly granted by this Agreement.

3.2. <u>GSMLS Data Feed</u>. GSMLS will provide VENDOR with, at GSMLS' discretion, an FTP data feed or a RETS data feed of the requested GSMLS Data (the "GSMLS Data Feed"). Any additional data feed to VENDOR of GSMLS Data shall be subject to GSMLS approval. If at any time GSMLS determines that VENDOR's access to the GSMLS MLS System or the GSMLS Data Feed is affecting GSMLS' server performance the VENDOR may be required to make modifications to its access to reduce the load on GSMLS' server.

3.3 <u>Security of GSMLS Data and the GSMLS Data Feed</u>. VENDOR shall at all times maintain the confidentiality and security of the GSMLS Data Feed and GSMLS Data and any and all activities associated with the GSMLS Data Feed and GSMLS Data, and shall restrict access thereto solely to its employees. In the event VENDOR desires to make access to the GSMLS Data Feed or GSMLS Data available to a contractor who is not VENDOR's employee, VENDOR shall (i) enter into an agreement with the contractor binding contractor to the terms of this Agreement; and (ii) deliver to GSMLS a copy of the executed agreement between VENDOR and its contractor on or before the date on which the contractor obtains access to the GSMLS Data Feed or GSMLS Data. During the term of this Agreement and for six months thereafter, VENDOR shall maintain and make available to GSMLS a list of all employees and subcontractors who have had access to GSMLS Data or the GSMLS Data Feed.

3.4. <u>GSMLS Data Storage.</u> VENDOR will only store GSMLS Data in locations disclosed to and approved by GSMLS, and will provide GSMLS with access to such locations if requested by GSMLS. VENDOR will make commercially reasonable efforts to protect and maintain the security of GSMLS Data, which commercially reasonable efforts will not be less

than the efforts used by VENDOR to protect and maintain the security of its own Proprietary Rights.

3.5.   GSMLS Technical Specifications.   VENDOR acknowledges that it has been provided with the technical specifications of the GSMLS MLS System, the GSMLS Data Feed, and the GSMLS Data (the "Technical Specifications") that may be required for the operability of the Product for the purposes set forth in Section 3.1 of this Agreement.

3.6.   Changes and Modifications to GSMLS Technical Specifications.   VENDOR is aware that GSMLS periodically makes changes or modifications to the Technical Specifications for maintenance, update, or upgrade purposes.   GSMLS reserves the right to change or modify the Technical Specifications at any time, which changes or modifications may affect the operability of the Product.

4. Restrictions on use of GSMLS Data by Authorized Users

4.1.   Use Restricted to Authorized Users. Only Authorized Users will be permitted to use the Product in connection with the GSMLS MLS System or GSMLS Data. Except in the case of advertising of GSMLS Data qualifying under Section 4.5, VENDOR shall not permit any Consumer or any other individual who is not an Authorized User to use the Product, either directly or indirectly, to access or use the GSMLS MLS System or GSMLS Data. VENDOR will provide GSMLS with a list of the Authorized Users who are using the Product (i) when it initially contracts with an Authorized User for use of the Product, (ii) on March 1st and September 1st of each calendar year, and (iii) at such other times when requested by GSMLS.

4.2.   Acceptable Use by Authorized Users. All use of the Product by Authorized Users, including the GSMLS Data embedded thereon or accessed using the Product, is subject to (i) the terms of this Agreement and (ii) GSMLS' Rules and Regulations, as may periodically be amended. VENDOR will include a provision in its contracts with Authorized Users stating the foregoing. VENDOR shall notify GSMLS promptly if VENDOR learns of any violation of such GSMLS Rules and Regulations by an Authorized User.

4.3.   Authorized User Access Subject to Discontinuation. If any Authorized User's participation in GSMLS is terminated for any reason, VENDOR shall immediately terminate such individual's access to and use of the Product upon VENDOR learning of such termination or upon the request of GSMLS.

4.4.   Contemporaneous Authentication of Authorized Users. Except in the case of advertising of GSMLS Data qualifying under Section 4.5, on each occasion that any individual is provided with the Product or any individual attempts to use the Product to access GSMLS Data other than through GSMLS' own authentication portal, VENDOR shall authenticate that individual's access using the authentication method approved or designated by GSMLS. In the event authentication fails, VENDOR shall not allow that individual to use the Product.

4.5.   Advertising of GSMLS Data by Authorized Users. The Product may only be used by Authorized Users to advertise GSMLS Data (including, but not limited to, advertising real estate listings) if (i) the Authorized User is the listing broker, or has been authorized in writing by the listing broker, to advertise the listing broker's GSMLS Data; or (ii) the display is consistent with GSMLS'IDX or VOW policies and procedures. All other advertising of GSMLS Data, including but not limited to the display of another Authorized User's GSMLS Data on social

media sites, is prohibited.

4.6.   Transmittal of GSMLS Data by Authorized Users. The Product may only be used by Authorized Users to transmit GSMLS Data to third parties if such transmittal is permitted under GSMLS' Rules and Regulations. The Product may not be used by an Authorized User to transmit another Authorized User's GSMLS Data to any syndication sites.

5. **Restrictions on use of the GSMLS Data Feed, GSMLS Data, or GSMLS' MLS System by VENDOR**

5.1.   General Restrictions.   VENDOR shall not use, reproduce, redistribute, publish, display, retransmit, broadcast, or electronically manipulate the GSMLS Data Feed or GSMLS Data for any purpose other than the purposes approved by GSMLS in accord with Section 3 of this Agreement. VENDOR shall not sell, license or otherwise distribute the GSMLS Data Feed or GSMLS Data.

5.2.   Specific Restrictions.   Without limiting the generality of Section 5.1, the following activities by VENDOR are expressly prohibited:

(i)   renting, leasing, or transferring any rights in or permitting others to use or access the GSMLS Data Feed, GSMLS Data, or the GSMLS MLS System without the prior written consent of GSMLS;

(ii)   using, redistributing, reproducing, displaying, modifying, translating, reverse engineering, decompiling, disassembling, distributing or creating derivative works based on any GSMLS Data or software GSMLS provides to VENDOR, including but not limited to GSMLS' proprietary MLS System;

(iii) offering the GSMLS database or any portion of it as a stand-alone product or service;

(iv) altering or removing any proprietary rights notices contained in the GSMLS Data Feed or GSMLS Data;

(v) avoiding, circumventing, or disabling any access control, or security device, procedure, protocol, or mechanism that GSMLS may include, require or establish with respect to the GSMLS Data Feed or GSMLS Data; and

(vi) using GSMLS' roster information for any purpose, including but not limited to using GSMLS' roster information to market any of VENDOR's products or services, or making any representation to an Authorized User stating or implying that GSMLS endorses the Product.

6. **Proprietary Acknowledgements**

6.1   GSMLS' MLS System, GSMLS Data Feed, and GSMLS Data.   VENDOR hereby acknowledges and agrees that GSMLS and/or its Authorized Users are the sole and exclusive owners of any and all rights, title, and interest, including all Intellectual Property rights

and Proprietary Rights, in GSMLS' MLS System, the GSMLS Data Feed, and GSMLS Data in any and all formats regardless of its location. Nothing in this Agreement conveys any current or future Proprietary Rights or Intellectual Property Rights in GSMLS' MLS System, the GSMLS Data Feed, or GSMLS Data to VENDOR.

7. **Confidential Information**

7.1.   Acknowledgement of Confidentiality. Each party hereby acknowledges that it may receive confidential and proprietary information of the other party relating to the other party's products (including but not limited to functional and technical specifications of computer programs or equipment, designs, drawings, analysis, research, processes, computer program source codes, algorithms, methods, ideas, "know how", and the like) and business (including but not limited to sales and marketing research, business plans, customer lists, accounting and financial information, personnel records and the like), from which the owner thereof derives economic benefit from the fact that the information is not generally known or may suffer economic loss, embarrassment or other detriment if that information is improperly disclosed. Such information shall be deemed "Confidential Information" for the purposes of this Agreement. Confidential Information shall be deemed to belong to a party to this Agreement if it is owned by that party or if that information has been received by that party from a third party under an obligation not to disclose that Confidential Information. All written information that either party claims is its Confidential Information shall contain a legend stating that it is confidential. **Notwithstanding the foregoing, VENDOR hereby acknowledges and agrees that all GSMLS Data is deemed Confidential Information without the need to include a written confidentiality legend or the need to be orally identified as such.**

7.2   No Disclosure. Each party who receives Confidential Information of the other party (the "Recipient") agrees that it shall not disclose to any person by any means that Confidential Information except to the Recipient's employees or contractors having a need to know (and who are themselves bound by non-disclosure restrictions) and to such other persons as the other party may approve in writing, provided that all such persons shall have first executed a confidentiality agreement in a form acceptable to the party to whom the Confidential Information belongs. Each Recipient shall use at least the same degree of care in safeguarding the other party's Confidential Information as it uses in safeguarding its own confidential information. Except as expressly provided herein, the Recipient shall not: (i) alter, remove or destroy any proprietary, copyright, trademark or confidentiality legend from any Confidential Information; or (ii) disassemble, decompile, or reverse engineer the other party's Confidential Information, and any information obtained in violation of this provision shall be deemed Confidential Information belonging exclusively to the owner of the original information. No later than 10 days after the expiration or termination of this Agreement, each Recipient shall return all copies of the Confidential Information in the Recipient's possession, in whatever form or on whatever medium, to the other owner or conveyor thereof. **VENDOR hereby acknowledges and agrees that it shall maintain the confidentiality of all GSMLS Data and further agrees that its use of GSMLS Data shall be limited to the uses authorized under this Agreement.**

7.3   Disclosure By Law.   If any Recipient is required by law or court order to disclose Confidential Information, the Recipient shall promptly notify the party to whom that Confidential Information belongs of this fact. The Recipient shall, at the request of the party to whom the Confidential Information belongs, file an appropriate motion for a protective order to prevent or limit the disclosure of that information.

7.4   No Use of Information. Each party agrees that it will only use the Confidential Information of the other party solely for the purposes of performing its obligations and protecting its rights under this Agreement, and that it shall not use that Confidential Information for any other commercial or other purpose without the prior written consent of the other party.

7.5   Excluded Information.   For the purposes of this Agreement, Confidential Information shall not include: (i) information already known or independently developed by the Recipient other than pursuant to, or in violation of, this Agreement or any other agreement between the parties; (ii) information residing in the public domain through no wrongful act of the Recipient; or (iii) information the Recipient received from a third party who was under no obligation to refrain from disclosing it. **In no event, however, shall GSMLS Data be deemed Excluded Data even if it falls within the definition of Excluded Data set forth above.**

8. Fees.

8.1. Fee Notification. After reviewing VENDOR's request for approval of the Product, GSMLS will notify VENDOR what, if any, fees GSMLS will charge VENDOR in connection with its approval of the Product, which fees will generally be based upon the anticipated work that GSMLS staff will have to perform in connection with the Product. Periodically during the term of this Agreement GSMLS may review and adjust the fees it charges Vendor hereunder.

9. Disclaimer of Warranties.

WARRANTY DISCLAIMER. ACCESS TO THE GSMLS SYSTEM AND GSMLS DATA (AND ANY AND ALL COMPONENTS THEREOF) IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND.   TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GSMLS DISCLAIMS ALL EXPRESS, IMPLIED, STATUTORY, AND OTHER WARRANTIES OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT OR NONMISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, CUSTOM, TRADE, QUIET ENJOYMENT, ACCURACY OF INFORMATION CONTENT, OR SYSTEM INTEGRATION, OR ANY WARRANTIES ARISING UNDER ANY OTHER LEGAL REQUIREMENT. GSMLS DOES NOT WARRANT THAT THE GSMLS DATA FEED AND GSMLS DATA ARE ERRORFREE, OR THAT THEY WILL OPERATE IN AN UNINTERRUPTED MANNER OR IN COMBINATION WITH OTHER PRODUCTS.   THE ENTIRE RISK ARISING OUT OF THE USE OF GSMLS DATA REMAINS WITH VENDOR.

10. Limitation of Damages and Liability.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL GSMLS OR ANY OF ITS SUPPLIERS, LICENSORS OR ANY AUTHORIZED USERS BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS

INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE GSMLS DATA (OR ANY COMPONENT OF ANY OF THE FOREGOING) EVEN IF GSMLS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. GSMLS' TOTAL, AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL BE LIMITED TO VENDOR'S DIRECT DAMAGES ACTUALLY INCURRED UP TO THE LESSER OF (i) THE AMOUNT OF FEES IT ACTUALLY PAID TO GSMLS UNDER THIS AGREEMENT DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE EVENT(S) GIVING RISE TO THE LIABILITY OR (ii) FIVE HUNDRED DOLLARS ($500).

11. **Indemnification**

VENDOR shall indemnify, defend and hold GSMLS and its members, managers, officers, employees, agents, and Authorized Users harmless from any and all claims, damages, losses, liabilities, costs and expenses (including reasonable fees of attorneys and other professionals) arising out of or in connection with (i) any VENDOR Product (including any claims arising out of or in connection with any use or distribution of any VENDOR Product); and (ii) VENDOR's breach of this Agreement or its use of GSMLS Data. GSMLS shall promptly notify VENDOR of any such claim and shall provide reasonable cooperation and assistance in connection with such claims.

12. **Term and Termination/Injunctive Relief**

12.1.   Term and Termination. This Agreement will commence upon the Effective Date and remain in 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 VENDOR breaches any of its obligations hereunder

12.2.   Injunctive Relief. VENDOR's threatened or actual unauthorized use of GSMLS Proprietary Rights, including but not limited to the GSMLS Data or Confidential Information, will result in immediate and irreparable harm to GSMLS and its Authorized Users for which there is no adequate remedy at law, and in such event GSMLS shall be entitled to appropriate injunctive relief, without the necessity of posting bond or other security.

12.3.   Obligations Upon Termination. Upon any termination of this Agreement, VENDOR shall promptly (i) cease any and all use of GSMLS Data, (ii) destroy or return all GSMLS Data, and (iii) within thirty days following the date of termination certify in writing its completion of the foregoing steps.

13. **Miscellaneous**

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

13.2 Assignment. Neither party may assign this Agreement in any manner (including the sale of any interest in VENDOR to a third party) without the other party's written consent. Any attempt to assign this Agreement other than as permitted above shall be null and void.

13.3 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.

13.4 Entire Agreement. This Agreement, including any exhibits attached hereto (all of which are hereby incorporated by reference), 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.

13.5 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 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.

13.6 Notices. All notices contemplated under this Agreement shall be in writing, shall be signed by the party delivering the notice, and shall be delivered either personally, by recognized overnight courier service (such as Federal Express, DHL or Airborne Express) with delivery charges paid by the sender, by first-class mail, postage prepaid, or by facsimile. Notices will be deemed given and received upon receipt by the party to whom notice is directed if delivered personally or by facsimile, upon the next business day after deposit with a recognized overnight courier service if sent via overnight courier. Notices shall be addressed to the persons and addresses set forth below or to such other address and person as the party to whom the notice is to be sent notifies the other.

13.7 Severability. In the event that any term, condition or provision of this Agreement is for any reason rendered void, invalid or unenforceable, all remaining terms, conditions and provisions shall remain and continue as valid and enforceable obligations of the parties hereto. The parties will replace any invalid provision with a valid provision, which most closely approximates the intent and economic effect of the invalid provision.

13.8 Survival. Those Sections of this Agreement which by their nature are necessary to protect the rights of GSMLS and its Authorized Users will survive any termination of this Agreement.

13.9 Headings. The titles, captions or heading of the Sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning of interpretation of this Agreement.

13.10 No Publicity. Neither party shall issue any press releases regarding this Agreement without the other Party's prior written approval.

13.11   No Interpretation Against Drafter. This Agreement is the result of negotiations between the parties hereto and in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by both parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

13.12   Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

VENDOR   **GSMLS**

By:_____   By:_____

Name:_____   Name:_____

Title:_____   Title:_____

Phone:_____   Phone:_____

Fax/E-Mail:_____   Fax/E-Mail:_____

EXHIBIT A

PRODUCT DESCRIPTION

The information provided by VENDOR must include at least the following information:

1. A complete and detailed description of the Product, including the products and services included within or forming a part of the Product.

2. A description of the way and extent to which the Product makes use of GSMLS Data, including describing which fields and records and which supplemental elements (such as photos) of GSMLS Data the Product incorporates or makes use of. (NOTE: For any Product which is limited in use to the display of IDX or VOW listings, it is only necessary for the VENDOR to note this. GSMLS provides separate IDX and VOW Data Feeds which must be used for the display of IDX or VOW listings, and any such use of the Product must comply with GSMLS' IDX or VOW Rules and Regulations.)

3. A list of any Authorized User URL's with respect to which the Product will be used. (Note: This list of URL's must be immediately updated by VENDOR upon the addition of any such URL.)

4. An indication of whether VENDOR maintains any nontransient copy of any portion of the GSMLS Data on its own equipment or servers in the course of delivering the Product, and if so, descriptions of the method(s) and frequency by which the nontransient copy is maintained and kept current.

5. A description of the method(s) by which VENDOR proposes to authenticate the access rights of any person using the Product.