

AVV 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 the following Affiliated VOW Vendor:

Name: _____ (“AVV”)

Address: _____

RECITALS

WHEREAS GSMLS operates a Multiple Listing Service (“MLS”) and as part of its MLS operations provides a Virtual Office Website (“VOW”) Program for the Authorized Users of its MLS, which VOW Program operates through the use of a VOW data feed; and

WHEREAS AVV provides services relating to VOW’s to real estate licensees as an Affiliated VOW Vendor, which services may be used by GSMLS’ Authorized Users in conjunction with GSMLS’ VOW Program; and

WHEREAS AVV wishes to obtain access to GSMLS’ VOW data feed for the purpose of providing services to certain of GSMLS’ Authorized Users, which Authorized Users are identified in Exhibit A hereto, and GSMLS is willing to grant to AVV 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 or in GSMLS’ VOW Rules and Regulations, which VOW Rules and Regulations are incorporated herein by reference and made a part of 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 any information included in GSMLS’ VOW data feed, 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, or 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 VOW Data Feed.

2.1 Access to GSMLS’ VOW Data Feed. GSMLS shall provide AVV access to the GSMLS VOW data feed for the sole purpose of providing AVV with the ability to provide VOW-related services **solely for the Participant(s) and/or Subscriber(s) and the URL's identified in Exhibit A hereto.**

AVV will be provided with its own unique user ID and password that will be used by AVV for the services it renders to GSMLS’ Authorized Users identified in Exhibit A.

AVV 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’ VOW data feed.

AVV represents and agrees that it will maintain the confidentiality of all user ID's and passwords provided to it.

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

2.2 No Access Permitted to GSMLS’ MLS 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. **This agreement does not authorize AVV to access the GSMLS System.** In the event AVV 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 its execution of an additional agreement with GSMLS. **In no event is AVV authorized to be provided with, or use, the User ID or password of any Participant or Subscriber. AVV hereby agrees to immediately advise GSMLS if it becomes aware of any such User ID or password.**

2.3. Changes To VOW Data Feed/GSMLS’ MLS 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 VOW data feed, GSMLS will, if possible, provide AVV with prior notice of any such change. GSMLS shall have no liability to AVV or its customers for any such change or any failure on its part to provide prior notice of any such change.

2.4 GSMLS Rules and Regulations. **AVV understands and agrees that any services it renders to GSMLS’ Authorized Users are subject to GSMLS' Rules and Regulation relating to the VOW Program. AVV 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, AVV hereby agrees that any and all services it renders will conform with all applicable state laws and regulations.**

3. Indemnification/Damages

Indemnification/Damages. AVV hereby agrees to indemnify, and hold GSMLS and its Participants and Subscribers harmless, for any and all damages and costs they incur, including their reasonable attorneys fees, in

connection with any claims asserted against them relating to AVV, AVV's services, AVV's accessing of the GSMLS MLS System, or with respect to any breach of this Agreement by AVV. AVV 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.

GSMLS Data. AVV 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 information in the GSMLS VOW data feed, 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 AVV 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 AVV, AVV 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.

AVV

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 AVV provides services to in the future, provided AVV has provided GSMLS with written notice of same.)

Participant(s)/subscriber(s): For each such Participant or Subscriber, specify that individuals name and office, and the URL of that individual's VOW.