IDX Paperwork Cover Sheet
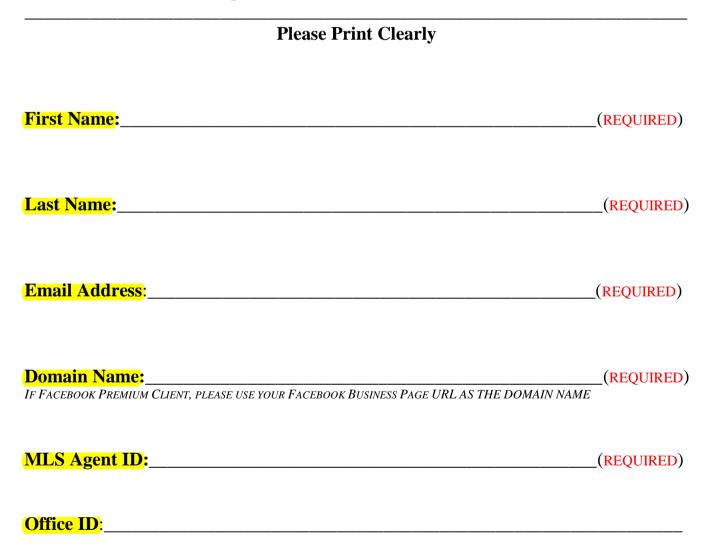
IMPORTANT

This cover sheet MUST be filled out and returned via Email or Fax with your IDX paperwork. If this cover sheet is not included your IDX may not be approved and set-up properly.

_____
How To Return

Scan & Email Cover Sheet & Paperwork to: IDXAdmin@z57.com

Fax Cover Sheet and Paperwork to: (858) 430-5599
_____
Please Print Clearly

First Name:_____(REQUIRED)

Last Name:_____(REQUIRED)

Email Address:_____(REQUIRED)

Domain Name:_____(REQUIRED)
IF FACEBOOK PREMIUM CLIENT, PLEASE USE YOUR FACEBOOK BUSINESS PAGE URL AS THE DOMAIN NAME

MLS Agent ID:_____(REQUIRED)

Office ID:_____

BROKER PARTICIPANT REQUEST
FOR THIRD-PARTY VENDOR ACCESS
TO CBR'S MLS DATABASE

REQUESTED BY: *(please print)*

Broker Participant: _____ Broker #_____

Company: _____

Address: _____

City, State and Zip Code: _____

Phone: _____ Fax: _____

Web Site Address:_____

E-Mail Address: _____

VENDOR INFORMATION: *(please print)*

Name: Trevor Peterson_____ Title: MLS Compliance Administrator

Company: Constellation Web Solutions_____

Address: 6737 W Washington St Ste 2120_____

City, State and Zip Code West Allis, WI 532141_____

Phone: 425-636-6910_____ Fax: 414-918-9215_____

Web Site Address: www.constellationws.com_____

E-Mail Address: brokersolutions@constellationws.com_____

VENDOR SOFTWARE/SERVICE BEING PROVIDED: *(please print)*

Title: IDX Data Aggregation_____

Function: Provide IDX data to participant's website._____

(Please attach any information, marketing material, etc you have
relating to the Software/Service)

The Broker Participant hereby requests that the Columbus Board of Realtors grant Vendor access to the Multiple Listing Service database for the purpose of allowing Vendor to configure, test and program the Software/Service for use by Broker Participant and/or Broker Participant's Subscribers in conjunction with the CBR's MLS System.

In making this request, the Broker Participant understands and agrees to the following:

(1) That the decision to grant Vendor access to the CBR's MLS System shall be made at the sole discretion of CBR's MLS after its evaluation of Vendor and the Software/Service.

(2) That in the event Vendor is granted access to the CBR's MLS System, Vendor will be required to abide by the terms of a separate Data Access, Confidentiality and Nondisclosure Agreement with CBR's MLS and a Confidentiality Agreement with CBR's MLS System vendor.

(3) That in the event Vendor fails to abide by the terms of these Agreements, or for any other reason CBR's MLS in its sole discretion deems appropriate, Vendor's ability to further access the CBR's MLS System may be terminated. This may affect the ability of the Software/Service to continue functioning with the CBR's MLS System.

(4) The CBR MLS has no relationship with Vendor and makes no representation that Vendor's Software/Service will function with the CBR's MLS System. Any and all questions or claims the Broker Participant may have relating to the Software/Service should be directed to Vendor. If the Software/Service becomes available to other Broker Participants within the CBR MLS, any existing business relationship(s) between the initial Broker Participant and the Vendor must be disclosed in Exhibit B. CBR shall be notified in writing via another copy of this form within 7 days of agreements with Broker Participants beyond those disclosed in this document.

(5) The Broker Participant and Broker Participant's subscriber's use of the Software/Service is subject to the MLS Rules and Regulations of the CBR.

(6) Use of this agreement by an IDX developer or company providing an IDX solution to a Broker Participant will require acceptance of the CBR IDX Security Policy.

Broker Participant's Signature: _____ Date: _____

Vendor Signature: _____ Date: _____

CBR MLS THIRD-PARTY VENDOR
DATA ACCESS, CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This AGREEMENT (this "Agreement"), dated _____ (the "Effective Date"), is entered into between the Columbus and Central Ohio Regional Multiple Listing Service, an Ohio corporation having its principle office at 2700 Airport Drive, Columbus, Ohio 43219 and

Vendor's Name: __Constellation Web Solutions_____

Vendor's Address: ___6737 W Washington St Ste 2120_____

Vendor's City, State, and Zip Code: __West Allis, WI 53214_____

RECITALS

WHEREAS the Columbus Board of Realtors 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 software/service products, which are designed to be used by such Authorized Users in conjunction with their accessing of MLS real estate listing database information; and

WHEREAS Vendor wishes to obtain access to CBR's MLS database for the purpose of configuring, testing and programming certain of it software/service products for use by the Authorized Users of CBR's MLS System, and CBR's MLS is willing to grant to Vendor 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 of other modification of a work, and any similar right, existing under the law of any country, or under any treaty.

　　1.1 **"CBR' MLS 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 CBR's MLS System or obtained from CBR's MLS.

　　1.2 **"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 and/or hereafter come into existence and all renewals or extensions thereof, derivative works created there from, 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 MLS Database.

　　2.1 Access to CBR's MLS System. CBR's MLS shall make available to Vendor access to the CBR MLS database for the sole purpose of providing Vendor with the ability to configure, test and program the software/service product(s) identified in Exhibit A hereto (the "Software/Service") for use by Authorized Users of CBR's MLS System. Vendor represents and agrees that the Software/Service cannot be used to add to, delete from, modify, alter, or otherwise revise the information residing on CBR's MLS database. Vendor further agrees that it will not store MLS Data on its servers or network equipment and will not maintain a permanent connection to the

CBR's MLS System. Vendor shall use access to database or data for any purpose other than described in Exhibit A. The duration of the Vendor's access to the CBR's MLS Data shall be at the sole discretion of CBR's CEO and access to the data may be terminated at any time. Use by an IDX developer or company providing an IDX solution to a Broker Participant will require acceptance of the CBR IDX Security Policy.

      2.2 <u>Interface.</u> All third-party vendor software programs used in conjunction with CBR's MLS System must be "RETS Compliant" and therefore must conform with the transaction standards from the most recent and active Real Estate Data Interchange Standard: Real Estate Specification Version in use by the Columbus Board of Realtors on their MLS system. The RETS interface will be the only interface available to CBR's MLS data after December 31st, 2006.

      2.3 <u>CBR's MLS System Vendor.</u> This agreement is subject to Vendor executing any confidentiality agreement required by CBR's MLS System vendor. CBR's MLS current Vendor is MarketLinx Solutions.

      2.4 <u>Changes to CBR's MLS System.</u> CBR's MLS periodically makes changes to its MLS System for maintenance or upgrade purposes. In the event any such change affects the ability of the Software/Service to perform properly, and provided this Agreement has not been terminated, CBR's MLS shall provide Vendor with further access to the CBR's MLS data for the purpose of reconfiguring, testing and programming the Software. CBR's MLS is under no obligation to the Vendor for any advance notice of System change(s) or subject to any liability based on the affect such change(s) may or may not have on the Vendor's Software/Service.

      2.5 <u>Indemnification/Damages</u>. While MLS endeavors to provide the most accurate, up-to-date information available, the information available on this site may include inaccuracies or typographical errors. MLS may also make modifications and changes in this site or in the information available in this site at any time.

Vendor assumes the sole risk of making use of and relying on the information available on this site. MLS makes no representations about the suitability, legality, or accuracy of the information described or contained on this site for any purpose. All such information is provided "as is" without warranty of any kind, including all implied warranties and conditions of merchantability, fitness for a particular purpose, title and non-infringement, all such warranties are hereby expressly excluded.

In no event shall MLS be liable for any indirect, punitive, incidental, special, or consequential damages arising out of or in any way connected with the use of this site or with the delay or inability to use this site, or for any information obtained through this

site, or otherwise arising out of the utilization of this site, whether based on contract, tort, strict liability, or otherwise, even if MLS has been advised of the possibility of damages, in no event shall MLS's total liability for any reason whatsoever related to use of this site exceed the amount of $100. MLS disclaims all responsibility or liability for any damages caused by viruses that may enter electronic files accessible through this site and subsequently affect a Broker Participant's or authorized user's computer system.

3.   Confidential Information

3.1 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 herby acknowledges and agrees that all CBR MLS Content is hereby deemed Confidential Information without the need to include a written confidentiality legend or the need to be orally identified as such.**

3.2 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 material. 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 CBR MLS Data and further agrees that its use of CBR's MLS Data shall be limited to the configuring, testing and programming of its software/service programs which shall only be disseminated to authorized users.

3.3 <u>Disclosure By Law.</u> 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.

3.4 <u>No Use of Information.</u> 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.

3.5 <u>Excluded Information.</u> 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.

4.   <u>Proprietary Acknowledgements.</u>

4.1 <u>CBR MLS Data.</u> Vendor hereby acknowledges and agrees that CBR MLS and/or its Broker Participants are the sole and exclusive owners of any and all rights, including all Intellectual Property rights and Proprietary Rights, in CBR MLS Data in any and all formats regardless of where such CBR MLS Data is located.

4.2 <u>Vendor Software/*Service* and Technology.</u> CBR MLS hereby acknowledges and agrees that Vendor holds all Proprietary Rights to the Software/Service. Nothing in this Agreement conveys any current or future Proprietary Rights or Intellectual Property rights in the Software/Products in CBR's MLS.

5.	Fee

5.1 Fee. Prior to availability of CBR's MLS content, Vendor agrees to apply for CBR MLS Affiliate membership and to pay the required fees necessary for continuous access. Vendor may at the sole discretion of CBR become subject to any other fees it may deem necessary. Vendor further acknowledges the obligation of adhering to the CBR Bylaws and the policies and the Rules and Regulations of the MLS.

6.	Terms and Termination.

6.1 Term. The initial term of this Agreement shall be for a period of one (1) year from the date this Agreement is executed (the "Initial Term"). Thereafter, this Agreement shall be automatically extended for periods of one (1) year (each a "Renewal Term") unless this Agreement has been terminated as set forth herein, or unless either party notifies the other party in writing of its election to have this Agreement expire at least sixty (60) days in advance of the end of the Initial Term or any Renewal Term. However, CBR MLS also may terminate this Agreement immediately in the event Vendor breaches any of its confidentiality or nondisclosure obligations. It may also be terminated at any time at the sole discretion of CBR's CEO.

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

7.	Miscellaneous

7.1 Governing Law and Forum Selection. This Agreement shall be governed by and construed in accordance with the laws of Ohio, 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 Franklin County, Ohio.

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 <u>Entire Agreement.</u> 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 <u>Amendment Waiver.</u> 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.

7.6 <u>Notices.</u> 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.

7.7 <u>Severability.</u> 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.

7.8 <u>Survival.</u> The provisions of Sections 1, 3, 4, 6 and 7, shall survive the expiration or earlier termination of this Agreement.

7.9 <u>Headings.</u> 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 or interpretation of this Agreement.

7.10 <u>No Publicity.</u> Neither party shall issue any press releases regarding this Agreement without the other Party's prior written approval.

7.11 <u>No Interpretation Against Drafter.</u> 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.

7.12 <u>Counterparts.</u> 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 of the date first above written.

VENDOR

By: _Constellation Web Solutions_
Name: _Trevor Peterson_
Title: _MLS Compliance Administrator_
Phone: _425-636-6910_
Fax: _414-918-9215_
Email: _brokersolutions@constellationws.com_

CBR MLS

By: _____
Name: _____
Title: _____
Phone:_____
Fax:_____
Email: _____

EXHIBIT A

Software/Service (Title and Function):

 Proprietor Software, Aggregates data
_____
_____
_____
_____
_____
_____
_____

EXHIBIT B

Broker Participant and Vendor Business Relationship

 Constellation Web Solutions will provide IDX solution for broker's website
_____
_____
_____
_____
_____
_____
_____
_____

Broker Authorization – Additional IDX Solution

I hereby authorize the Third Party Developer listed below to provide a supplemental IDX solution to the Brokerage. The developer must already be approved to provide service by the MLS and be in good standing with the Columbus Board of REALTORS. The purpose of this solution is to allow authorized agents in the Brokerage to utilize a solution provided by the authorized Developer. I understand that the Brokerage is responsible for the solution provided to the authorized agents. This permission can be discontinued at any time with formal notice to both the developer and the Columbus and Central Ohio Regional MLS.

Broker & Company Name: _____

PLEASE PRINT

Developer: __Constellation Web Solutions_____

PLEASE PRINT

Authorized Agent(s): _____

Individual or All – PLEASE PRINT

_____   _____

Broker's Printed Name & Signature   Date