

expressly prohibited from marketing, commercializing the Service or the Data, or disseminating or displaying the Service or the Data to any person or entity, other than to END USER or Subscribers, clients or customers of END USER in a manner that complies with PROVIDER'S MLS Rules and Regulations, as amended from time to time or as specifically authorized by this Agreement. LICENSEE shall use commercially reasonable efforts to protect and safeguard the proprietary and confidential nature of the Data and the Service, and shall notify PROVIDER immediately of any unauthorized access to the SERVICE, or any component thereof, of which LICENSEE has actual knowledge. LICENSEE will cooperate with PROVIDER on reasonable terms and conditions in efforts to prevent any unauthorized access to the Service, the Data, or any component thereof, or to assert or defend PROVIDER'S intellectual property rights in the Service or the Data.

3. **Connection:** PROVIDER authorizes transmission of the Data from the SERVICE in RETS (Real Estate Transactions Standard) format, provided, however, that PROVIDER will retain the right to change or alter the method of connection or transmission of Data.
4. **Notice of System Changes:** PROVIDER shall use its commercially reasonable efforts to provide LICENSEE with thirty days advanced notice of any SERVICE change or modification that might affect Licensee's or End User's access to the SERVICE.
5. **Duration:** This Agreement shall commence upon the Effective Date and shall remain in full force and effect for a period of one (1) year from said date, except that either party may terminate this Agreement upon thirty (30) days written notice, which may be given by mail, e-mail, facsimile, or hand delivery.
6. **Confidentiality and Nondisclosure:** Each party hereby acknowledges that it may be exposed to confidential and proprietary information of the other party relating to its affairs, business information, including, but not limited to, membership or subscriber lists, the SERVICE and the Data contained therein, all of which shall be deemed, without further notice, to be Confidential Information, or such other information or materials designated in writing by the party disclosing the information, as confidential ("Confidential Information"). The parties agree that neither shall disclose, nor permit any of its agents or employees to disclose, any of the disclosing party's Confidential Information, or otherwise reveal any aspect of the SERVICE, Data to any unauthorized third party without first obtaining the written consent of the Disclosing Party. The term "Confidential Information" does not include information that (i) was or becomes generally available to the public other than as a result of a disclosure by either party or its representatives or affiliates, or (ii) was or becomes available to one party on a non-confidential basis from a source other than the other party or its representatives and affiliates, provided that such source is not bound by a confidentiality agreement with the party disclosing the information, or (iii) was within a party's possession prior to its being furnished, provided that the source of such information was not bound by a confidentiality agreement in respect thereof, or (iv) any information required to be disclosed by operation of law, including by not limited to a litigation document request or a subpoena.

7. **LICENSEE Rights:** LICENSEE shall retain all rights, title and interest in the Product(s) and their related documentation, including all functionality, copyright and patent rights as provided under state and federal law. Any modifications or improvements made to the Product(s) shall remain the property of the LICENSEE.

8. **PROVIDER Rights:** PROVIDER shall retain its rights, title and interest in the Data and the SERVICE and any other software system that may be provided to or accessed by LICENSEE hereunder, including all functionality, copyright and patent rights or other intellectual property rights as provided under state or federal law. Any modifications or improvements made to the SERVICE, the Data contained in the SERVICE, or any software providing functionality for the SERVICE, are and shall remain the sole and exclusive property of the PROVIDER.

9. **LICENSEE'S Obligations:**
 - A. LICENSEE shall establish and maintain firewalls, filters, and such additional and/or complementary security systems in place as may be necessary to provide reasonable assurances that the Data and the Service are secure and may not be accessed or used except as permitted herein.

 - B. Upon the Effective Date of this Agreement, LICENSEE shall provide PROVIDER with a written list of each END USER with whom LICENSEE has entered into a license or agreement for one or more of LICENSEE'S products or services that incorporate the Data that includes the name, address, contact person, telephone number and email address of each such END USER, and a certification that each such END USER is a Participant in PROVIDER'S Service. LICENSEE shall provide PROVIDER within five (5) business days of the sale or license of its products or services that incorporate the Data with the same information and certification described in this subsection regarding any additional END USER with whom LICENSEE does business after the Effective Date.

 - C. As a material part of the consideration for this Agreement, LICENSEE further agrees that LICENSEE shall not:
 - a. Knowingly permit any access to the Data or the SERVICE by any persons or entities other than such persons or entities authorized to access the Service and Data as provided in this Agreement.
 - b. Make any alteration, adaptation, addition, modification, change or revision to the Data or the Service, nor decompile, reengineer, or reverse engineer any software that is a component of the Service.
 - c. Change the electronic connection between the Service and LICENSEE without the express written consent of PROVIDER;
 - d. Design or maintain its connection to the Service in such a way that impairs, retards or damages the performance of the Service in any way;
 - e. Enter into any license, sublicense, access, electronic connection or another agreement or arrangement, the effect of which would be to permit access to the Data or the Service, or any portion thereof, by any party other than END USER or END USER'S Subscribers, customers or clients in conformance with the terms of this Agreement and PROVIDER'S MLS Rules and Regulations; and

- f. Subcontract, assign, delegate or otherwise transfer any right or obligation under this Agreement without PROVIDER's prior written consent.

10. **Warranties and Indemnification:**

- a. LICENSEE warrants to PROVIDER that it has all necessary power and authority to enter into this Agreement and to perform its duties and obligations hereunder, and that it is the sole owner of, or has secured all necessary licenses to, all intellectual property rights in and to any software or other products that it uses to deliver technology services to END USER including the software utilized by PROVIDER to access and utilize the Data and the Service. LICENSEE agrees to defend, indemnify and hold harmless PROVIDER against any action brought by a third party against PROVIDER on account of LICENSEE'S violation or breach of any of LICENSEE'S warranties, duties or obligations set forth in this Agreement. PROVIDER shall have the right to participate, at its own expense, in the defense or settlement of any such action subject to LICENSEE'S duty to indemnify PROVIDER pursuant to this Section.
- b. PROVIDER hereby warrants that it is the sole owner of the Service and is authorized to grant license for the database compilation containing the Data, and that it has all necessary power and authority to enter into this Agreement. PROVIDER agrees to defend, indemnify and hold harmless LICENSEE against any action against LICENSEE brought by a third party alleging that LICENSEE'S access to and use of the Data or the Service infringes upon that party's intellectual property rights. LICENSEE shall have the right, at its own expense, to participate in the defense or settlement of any such action subject to PROVIDER'S duty to indemnify LICENSEE pursuant to this Section.

11. **Disclaimer:** Each party hereby disclaims any and all representations or warranties made by the other party and/or the other party's employees or representatives and further disclaims all implied warranties of merchantability and fitness of the SERVICE and/or the Product(s) for a particular purpose. LICENSEE accepts access to the SERVICE "as is" and understands and agrees that PROVIDER does not make any warranty to representation concerning the accuracy of the Data contained in the SERVICE.

12. **Sales and Use Taxes.** LICENSEE agrees to hold PROVIDER harmless from, and agrees to pay, all federal, state, and local sales, excise, use, or other similar taxes or levies that may be assessed on any revenues generated by LICENSEE in connection with the operation or distribution of LICENSEE'S products or services.

13. **Injunctive Relief.** LICENSEE acknowledges that any material violation by LICENSEE of its covenants in this Agreement, including, but not limited to, those related to PROVIDER'S Intellectual Property Rights, would result in damages to PROVIDER that are largely intangible, but nonetheless real, and that PROVIDER cannot achieve a complete remedy by an award of damages. Accordingly, any material violation of this Agreement by LICENSEE shall give PROVIDER the right to seek a preliminary or permanent injunction, or specific performance, to enforce its rights under this Agreement, and LICENSEE waives any obligation of PROVIDER to post a bond or other security in the event PROVIDER is successful in securing an preliminary injunction against

LICENSEE. Any injunctive relief awarded to PROVIDER shall not limit PROVIDER'S ability to secure any other appropriate relief by reason of LICENSEE'S breach of this Agreement.

14. **Remedies:** In the event of a default on the part of either party, the non-defaulting party may terminate this Agreement, effective ten (10) business days after written notice is received by the defaulting party. This paragraph shall be in addition to any other rights or remedies which either party may have at law or in equity.
15. **Attorneys' Fees:** In the event either party initiates a legal proceeding against the other party to interpret or enforce this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party its reasonable attorneys fees and litigation costs and expenses incurred in prosecuting or defending the claims made in such proceeding, whether at trial or on appeal.
16. **Applicable Law and Venue:** This Agreement shall be interpreted and enforced in accordance with the laws of the State of Kansas. Any suit to enforce this Agreement shall be brought in the state or federal courts having jurisdiction over South West Kansas County, Kansas, and the parties agree not to contest the personal jurisdiction of such courts.
17. **Merger:** This Agreement sets forth the full and complete understanding of the parties with respect to the subject matter of this Agreement, and, except with respect to the Agreement between LICENSEE and PROVIDER, there is no other agreement contract or understanding, whether written or oral, between or among any of the parties with respect to access to the SERVICE.

IN WITNESS WHEREOF, the parties have executed this agreement as of the effective date set forth above.

End User: Name of Agent

By: Signature of Broker of Record
Name of Broker of Record / Brokerage

Its: Broker

Date: Date

Licensee: WolfNet Technologies, LLC

By: Signature for WolfNet
Joel P. MacIntosh

Its: CEO

Date: 4-27-10

Mailing Address:

211 N. 1st Street Suite 455

Minneapolis, MN 55401

Telephone: 612-342-0088

Fax: 612-342-0087

Email: mlsnotify@wolfnet.com

Provider:

South West Kansas MLS Board of REALTORS®

By: For SWKMLS Use ONLY

Its: _____

Date: _____

