

BROKER RECIPROCITY DATA FEED AGREEMENT

Note: This form is a legally binding contract between you, the participating MLS Brokers and your licensees ("Company"), the Lake Country Board of Realtors MLS (the "LCBOR MLS") and your web consultant ("Consultant"). It should be used if you are seeking file transport protocol rights to utilize multi-list data in your website. Simultaneously or prior to submitting this form/contract you must become a Broker Reciprocity Subscriber. This form/contract must be filled out completely and signed by an owner of your firm and your web consultant. There are no exceptions. Once you have signed it, deliver or mail to Lake Country Board of Realtors, Inc. 1041 Village Park Drive Suite 103, Greensboro, Georgia 30642, The LCBOR MLS will sign the agreement and return a copy to you with information on how to access the data feed.

This agreement is made and entered into as of the _____ day of _____, 200____, by and among LCBOR MLS.

Brokerage Name _____ ("Company")

Broker Company Name
And

WolfNet Technologies _____ ("Consultant")
Web Consultant

RECITALS:

WHEREAS, Company wishes to obtain, and LCBOR MLS wishes to provide, data for Company's web site, including the listing data of other real estate Brokers participating in the Lake Country Board of Realtor's MLS {heretofore "Broker Reciprocity Data"}; and

WHEREAS, Company wishes to engage web consultants, i.e. other companies or individuals who are not employees of the Company, to perform data downloading, manipulations, and formatting, as well as programming and web design ("Consultant");

NOW THEREFORF. the parties agree as follows,

MLS OBLIGATIONS:

1. During the term of this Agreement, LCBOR MLS grants Company a Revocable license to:
 - a. display the Broker Reciprocity Data on Company's website, and
 - b. make copies of the Broker Reciprocity Data to the extent necessary to deliver the Broker Reciprocity Data to consumers on Company's web site.
2. During the term of the Agreement LCBOR MLS agrees to provide to Company and its Consultant:
 - a. a user identification number and password to allow access to the Broker Reciprocity Data via the Internet using a data link process under the same terms and conditions the LCBOR MLS offers to other Subscriber;
 - b. seven days advance notice of changes to the file and record formats of the Broker Reciprocity Data; and
 - c. seven days advance notices of changes to the rules.

COMPANY'S OBLIGATIONS:

1. Company shall comply with the Lake Country Board of Realtors MLS Rules and Regulations (“the Rules”) at all times.
2. Company acknowledges LCBOR MLS's ownership of the copyrights in Subscriber Data and the Broker Reciprocity Data.
3. Company shall comply with the requirements relating to Confidential Information set forth below
4. In the event that Company desires to make the Broker Reciprocity Data or the Confidential Information available to any third party. Company agrees to require such party to execute this Agreement and become a Consultant.
5. IF LCBOR MLS notifies Company of a Broker Reciprocity breach of the Rules or this Agreement by the company or the consultant and Company does not immediately cure such Broker breach, Company agrees that upon three days written notice LCBOR MLS may immediately revoke the license granted hereunder and may seek cure from the Consultant or Consultants, or anyone of them.
6. Company shall notify LCBOR MLS within five business days of any change to the information relating to Company on the Company Information and Signature page below.

CONSULTANT'S OBLIGATIONS

1. If LCBOR MLS notifies Company of a breach, by the consultant or the company, of the Rules or this Agreement and Company does not immediately cure such breach. LCBOR MLS may immediately, without notice, terminate the license. Consultant agrees to cooperate with LCBOR MLS and act immediately upon notification by LCBOR MLS of an uncured breach by Company.
2. Each Consultant acknowledges LCBOR MLS's ownership of the copyrights in the Subscriber Data and the Broker Reciprocity Data, Required disclaimers, copyright notices and use restrictions as outlined in the Policies and/or Rules must be included on the website as prescribed.
3. Each Consultant shall comply with the requirements relating to Confidential Information set forth below,
4. Each Consultant shall notify LCBOR MLS within five (5) business days of any change to the information relating to it on the Web Consultant Information and Signature page below.
5. Each consultant agrees that the license granted here under is specific to the company, and consultant is prohibited from utilizing any data transmitted pursuant to this license agreement except for the company’s exclusive use.

CONFIDENTIAL INFORMATION:

1. “Confidential Information” is information or material proprietary to LCBOR. MLS or designated "confidential" by LCBOR MLS and not generally known to the public, that Company or Consultant or any one of them effectively (the “Receiving Party”) may obtain knowledge of or access to as a result of access under this Agreement. Confidential information includes, but is not limited to, the following types of information and other information of a similar nature (whether in oral, visual, audio, written, electronic or other form):

- a. all Subscriber Data, except the Broker Reciprocity Data to the extent to which this Agreement and the Rules permit its disclosure;
- b. all documentation and other tangible or intangible discoveries, ideas, concepts, designs, drawings, specifications, models, information;
- c. software, source code, object code, diagrams, flow charts;
- d. techniques, procedures;
- e. IP addresses, access codes and passwords; and
- f. any information that LCBOR MLS obtains from any third party that LOAAR MLS treats as proprietary or designates as Confidential Information, whether or not owned or developed by LCBOR MLS.

2. Exceptions, The Confidential Information does not include information that:

- a. is in the public domain at the time of disclosure;
- b. is known to the Receiving Party at the time of disclosure;
- c. is used or disclosed by the Receiving Party with the prior written consent of LCBOR MLS, to the extent of such consent;
- d,. becomes known to the Receiving Party from a source other than LCBOR MLS without breach of this Agreement by the Receiving Party and provided that such source is not known by the Receiving Part to be bound by a confidentiality agreement with LCBOR MLS; or
- e. is required to be disclosed by judicial order or other compulsion of law, provided that the Receiving Pasty provides to LCBOR MLS prompt notice of any such order.

3. Title. The Receiving Party acknowledges that title to the Confidential information remains at all times with LCBOR MLS or with the third parties in whom title existed prior to this Agreement or prior to disclosure by LCBOR. MLS, and that use of said confidential information is governed exclusively by this agreement.

4. Restrictions on Use – Scope of Use, The Receiving Party will use or access the Confidential information only as expressly permitted under this Agreement and the Rules and the Receiving Party will not use its access or the Confidential Information for any other purpose. The Receiving Party will employ measures to protect the Confidential Information from disclosure at least as rigorous as those it uses to protect its own trade secrets, but in no event less than reasonable care.

5. Restrictions on Use – Unauthorized Uses, The Receiving Party will not make copies of the Confidential Information, The Receiving Party will not directly or indirectly disclose,

display, provide, transfer or otherwise make available the confidential Information to any person or entity, unless the Receiving Party has received prior written consent of LCBOR MLS to do so. And any transfer of such information is pursuant to a valid executed license agreement. At no time and under no circumstances will the receiving party reverse engineer, decompile, or disassemble any software constituting part of the confidential information into any other work or product

6. Restrictions on Use -- No Third Part Access, Only the Receiving Party's own. employees will access the Confidential Information. The Receiving Party will not provide access of the Confidential Information to third parties, including consultants or independent contractors, without prior written consent from LCBOR MLS. If LCBOR MLS grants consent, the Receiving Party will execute an agreement with the third party that imposes at least as strict a confidentiality obligation on the third party as that imposed by this Agreement on the Receiving Party.
7. Restrictions on Use - Location restriction- The Receiving Party will not remove the Confidential Information from its principal place of business without LCBOR MLS's prior written consent. In the event LCBOR MLS grants consent, the Receiving Party is not relieved of any of its obligations under this Agreement,
8. Termination and Return of Materials, Within five (5) days of the end of the term of this Agreement or receipt of notice of termination by LCBOR MLS, the Receiving Party will return to MLS all Confidential Information and all other materials provided by LCBOR MLS to the Receiving Party. The Receiving Party will also erase, delete, or destroy any Confidential Information stored on magnetic media or other computer storage, including system backups. Upon the request of LCBOR MLS, an officer of the Receiving Party will certify in writing that all materials have been returned to LCBOR MLS and all magnetic or computer data have been destroyed.

TERM AND TERMINATION:

- I, The term of this Agreement begins on the "Effective Date" of Date , LCBOR MLS has the right at any time and in its sole discretion to terminate this Agreement. This Agreement shall terminate upon the occurrence of any of the following events:
 - a. LCBOR MLS's notice to Company that this Agreement is terminated.
 - b. Company's notice to LCBOR MLS that it no longer intends to display Broker Reciprocity Data on its web site.
 - c. Termination of Company's privileges as a Subscriber by LCBOR MLS to purchase Multiple Listing Services.

GENERAL PROVISIONS:

1. Survival of Obligations. The obligations of Company set forth under "Company's Obligations" above and the obligations of Consultants under "Consultants' Obligations" above shall survive the termination or expiration of this Agreement.

2. LCBOR MLS Remedies. Because of the unique nature of the Subscriber Data and Confidential Information, Company and Consultants acknowledge that LCBOR MLS would suffer irreplaceable harm in the event that any of them breaches its obligation under this Agreement, and that the monetary damages would be inadequate to compensate LCBOR MLS for a breach. LCBOR MLS is therefore entitled to, in addition to all other forms of relief, to injunctive relief as may be necessary to restrain any continuing or further breach by Company or Consultants or any one of them, without showing or proving any actual damages sustained by LCBOR MLS.

3. Attorney's fees. If LCBOR MLS prevails in any action to enforce or interpret this Agreement or any provision hereof, the party against whom enforcement or interpretation was sought will pay LCBOR MLS's reasonable attorney's fees and costs for such legal action.

4. Limitation of Liability LCBOR MLS's liability to Company and Consultant for damages under this Agreement whether in contract or tort, shall be limited to the aggregate amounts paid by Company and Consultant to LCBOR MLS, if any, under this Agreement. Company's and Consultant's only other remedy shall be termination of this Agreement. LCBOR. MLS shall not be liable for any incidental or consequential damages under any circumstances, even if LCBOR MLS has been advised of the possibility of such damages, LCBOR MLS shall have no liability for inaccuracies in the Broker Reciprocity Data or the Subscriber Data.

5. Notice. All notices to be given under this Agreement shall be mailed, sent via facsimile transmission, or electronically mailed to the parties at their respective addresses set forth below or such other address of which any party may advise the others in writing during the term of this Agreement.

6. No Waiver. No waiver or modification of this Agreement or any of its terms is valid or enforceable unless reduced to writing and signed by the party who is alleged to have waived its rights or to have agreed to a modification.

7. No Assignment, Neither Company nor Consultants, nor any of them, may assign or otherwise transfer any of their rights under this Agreement to any party without the prior written consent of LCBOR MLS.

8. Entire Agreement. This Agreement contains the full and complete understanding of the parties regarding the subject matter of this Agreement and supersedes all prior representations and understandings whether oral or written. The previous sentence notwithstanding, the Rules are expressly incorporated into this Agreement by reference.

9. Applicable law. This Agreement is governed by and enforced according to the laws of the State of Georgia. Venue for any action hereunder shall be in the Greene County Superior Court.

{Signatures on following page}

***Please Note that Broker MUST Sign Agreement even if for Individual Websites before access will be given.**

Complete this Section for All Requests			
Company Name	Brokerage Name		
Designated Broker Name	Broker of Record Name		
Email Address	Broker of Record Email Address		
Phone	Brokerage Phone #	Fax	Brokerage Fax #
Broker Signature	Broker of Record Signature	Date	Date

Complete this Section Only if Request is for Agent Website			
Agent Name	Agent Name		
Email Address	Agent Email Address		
Phone	Brokerage Phone #	Fax	Brokerage Fax #
Agent Signature	Agent Signature	Date	Date

Complete this Section for All Requests			
Web Consultant Company Name	WolfNet Technologies		
Web Consultant Contact Name	MLS Coordinator		
Email Address	mlsnotify@wolfnet.com		
Phone	612.342.0088	Fax	612.342.0088
Company Address	211 N. 1st St., Suite 455		
City	Minneapolis, Minnesota	ZIP	55401
Web Consultant Signature	"WolfNet Signature" - Joel P. MacIntosh		
Title/Position	CEO	Date	Date
Please Check Type of Feed Requested: Smartframing _____ FTP Site Access <input checked="" type="checkbox"/>			

Website URLs for this Agreement - Please list all addresses if for multiple sites:
Agent Website Address

To Be Completed By MLS	
Login/User Name _____	Password _____
Approved By _____	Date _____