

THIRD PARTY PROCESSING AGREEMENT (Data Feed)

This Third Party Processing Agreement (the "Agreement") effective as of _____ (known as "Effective Date") is by and between the San Antonio Board of REALTORS, Inc. (Provider) a Texas Corporation having its principal place of business at 9110 IH 10 West, San Antonio, Bexar County, Texas 78230, and _____ (Vendor), with operations located at _____.

RECITALS:

- A. The parties acknowledge that Provider operates an on-line computerized multiple listing service (MLS) which provides data and other information to its participants, subscribers and other authorized parties (Authorized Users).
- B. The parties agree that only Provider possesses the exclusive, non-transferable right and license to operate, administer and manage the ordinary and customary day to day operations, activities and services of the MLS. This Agreement covers only one Vendor product line and is not transferable through right, ownership, consolidations or through other subsidiaries of the Vendor. Furthermore, it is recognized that Provider owns and claims all rights, titles and interests (including but not limited to rights of copyright) in and to the MLS data. Access thereto and use thereof is strictly limited and regulated by the MLS Rules and Regulations.

IT IS AGREED:

Subject to the timely payment of all required fees and compliance with all other terms and conditions of this Agreement, Provider hereby grants Vendor limited, revocable, non-transferable access to a designated FTP or RETS site of select MLS data, as determined by Provider, solely for the purposes of IDX website development and maintenance for Authorized Users or to provide other services to Authorized Users as authorized by Provider. Any other use of the MLS data by Vendor is strictly prohibited. All rights not expressly granted in this Agreement, including but not limited to all copyrights in and to the MLS data, are expressly reserved by Provider. In providing its services to Authorized Users pursuant to this Agreement, Vendor shall fully comply with Provider's IDX rules, which are attached hereto as Exhibit A and incorporated herein by reference. Vendor specifically identifies below the type of service provided, the name of each Authorized User for whom the service will be provided, and the URL for where the MLS data will be posted or linked.

Identify the type of service to be provided: _____

Name of Authorized User clients for whom the service will be provided:

Please identify the URL for where the MLS data will be posted or linked:

- A. This Agreement shall not be construed to grant the Vendor any ownership of the MLS data provided and expressly prohibits Vendor from reconfiguring, reformatting, reselling, transmitting, downloading, copying, furnishing or otherwise making such data available to any person, firm, corporation, or other entity other than an Authorized User.
- C. All parties acknowledge and agree that the precise composition of the MLS data may change from time to time and that changes in technical specifications and software or hardware requirements may be imposed by Provider. The Provider shall not be responsible for any such work or additional costs that may be incurred by Vendor due to such changes.
- D. Provider shall provide a connection to the provided data for Vendor's authorized use via the following means (FTP or RETS site): _____.
- E. In consideration of Vendor's access to the MLS data as provided herein, Vendor shall pay to Provider a data service fee. The data service fee payable by Vendor to Provider shall be \$200 effective January 1, 2010 (plus applicable taxes) per quarter, payable thirty days prior to the beginning of each calendar quarter. Such fee is subject to change with thirty days written notice. If such payment is not paid by Vendor by the 10th day of the first month of a quarter for which such payment is due, Provider reserves the right to immediately terminate Vendor's access to the MLS data, until such payment is made.
- F. With such payment identified in paragraph (E), Vendor shall supply Provider with an updated list of Authorized User clients and URL's for where the MLS data is posted or linked on a quarterly basis.
- G. The term of this Agreement shall commence on the Effective Date and continue on a quarterly basis as long as data service fees are paid and current; provided, however, either party may cancel this Agreement on thirty days notice to the other party. Further, Provider reserves the right to terminate Vendor's access to MLS data without notice for financial delinquency or non-compliance with the terms of this Agreement.

- H. This Agreement provides no endorsement or implied recommendation of Vendor’s product, program or service. Vendor hereby agrees to indemnify and hold Provider and its officers, directors, shareholders, employees, and representatives harmless from and against any and all claims, demands, and actions, and any liabilities, damages, or expenses resulting therefrom, including court costs and reasonable attorney’s fees, arising out of or relating to Vendor’s services or Vendor’s access to or use of the MLS data.
- I. THE MLS DATA IS PROVIDED “AS IS” WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. TO THE FULLEST EXTENT ALLOWED BY LAW, PROVIDER EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.
- J. This Agreement shall be governed by and construed in accordance with the Laws of the State of Texas, and exclusive jurisdiction and venue for its enforcement shall be maintained in a court of competent jurisdiction in Bexar County, Texas.
- K. This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, representations, proposals, discussions, and communications of the parties, whether oral or in writing. This Agreement may be modified only in writing and shall be enforceable in accordance with its terms when signed by the parties sought to be bound.
- L. Vendor shall not assign its rights or obligations under this Agreement without the prior express written consent of Provider.
- M. This Agreement may be executed in multiple counterparts, each of which shall constitute an original and all of which together shall constitute a single agreement. This Agreement may be executed and delivered by facsimile transmission, and a signature executed by one party and delivered to the other party via facsimile transmission shall be binding on the executing party to the same extent as a manually signed and delivered original.

WHEREFORE, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

PROVIDER:

VENDOR:

By:_____

By:_____

Name:_____

Name:_____

Title:_____

Title:_____

Date:_____

Date:_____

Exhibit A – Description of Product