INTERNET DATA EXCHANGE ("IDX") DATA ACCESS AGREEMENT

This AGREEMENT is made and entered into by the Greater Alabama Multiple Listing Service, Inc. ("GALMLS") and _____ (Recipient), providing IDX service for the MLS Recipients as listed on the signature page of this Agreement.

RECITALS

WHEREAS GALMLS shall provide upon the conditions set forth below, data solely for the purpose of populating an IDX Participant's or IDX Agent's web site, including the IDX Data of other IDX Participants participating in the GALMLS IDX Program.

DEFINITIONS

1.   For the purposes of this Agreement, the following terms shall have the meanings set forth below.

Internet Data Exchange Database ("IDX Data"): The current aggregate compilation of the fields permitted by IDX Rules to be disclosed on all active exclusive right to sell listings of all Internet Data Exchange Participants, except those listings where the property seller has opted out of Internet publication by so indicating on the listing contract. GALMLS owns the IDX Data.

Internet Data Exchange Participant ("IDX Participant"): A Birmingham Association of REALTORS® broker subscribing to the MLS service who gives permission to GALMLS to include the active listings of his firm on other IDX Participants' web sites in return for their permission to advertise their listings on his web site in accordance with the Internet Data Exchange Rules and Regulations.

Internet Data Exchange Agent ("IDX Agent"): An agent is a real estate licensee (salesperson or broker) who is affiliated with an Internet Data Exchange Participant, and who has the Participant's consent to have their own IDX web site.

Vendor: An individual or company who is not a member of GALMLS, whose role is to establish and/or maintain an IDX site for an IDX Participant or IDX Agent.

Recipient: The individual, either the IDX Participant, IDX Agent or Vendor, to whom the IDX Data is issued as provided on the signature page of this agreement.

Multiple Listing Service ("MLS"): A means for collecting and disseminating information about real property that is or has been for sale, including a means for real estate brokers to make offers of compensation to each other. Multiple Listing Services may also include, without limitation, the provision of data processing, technical support, consulting, and other information technology services to real estate brokers and appraisers in connection with the sale and appraisal of real property.

Internet Data Exchange Rules ("IDX Rules"): The Rules and Regulations of GALMLS, as amended from time to time, and any operating policies relating to the IDX Data and Participants promulgated by GALMLS.

GALMLS'S OBLIGATIONS

2.   During the term of this Agreement, GALMLS grants a limited, specific, and non-exclusive license to take access to the IDX Data via the Internet using DataLink File Transfer Protocol ("FTP") or any other method approved by GALMLS. Further, GALMLS agrees to give seven days advance notice of changes to the file and record formats of the IDX Data and seven days advance notice of changes to the IDX Rules.

RECIPIENT'S OBLIGATIONS

3.   During the term of this Agreement, Recipient shall comply with the IDX Rules at all times.

4.   Recipient acknowledges GALMLS's ownership of the copyrights in the IDX Data. Nothing contained in this agreement shall diminish the rights of the Participant in and to their intellectual property represented by the information used to compile the Data, including but not limited to the provider's copyright(s) in and to said information.

5.   Recipient must submit an online design layout of their IDX website before implementation, for review by GALMLS to ensure all requirements are met. GALMLS will have ten (10) days to review the IDX website design layout before it goes live on the site.

6.   Recipient shall use the IDX Data only to populate an IDX Participant's or IDX Agent's web site, and shall have no right or authority to sell, trade, barter, exchange or in any other way use the IDX Data or make the IDX Data available to any other party.

7.   Recipient must make changes to an Internet site necessary to cure a violation of MLS' Rules within fifteen (15) business days of first notification from MLS of the violation. MLS reserves the right to discontinue the data feed the Recipient receives without further notice if the Recipient does not comply with this request.

8.   Recipient shall comply with the requirements relating to Confidential Information set forth below.

9.   Recipient shall notify GALMLS within five (5) business days of any change to the information relating to it on the Signature page.

CONFIDENTIAL INFORMATION

10.   **"Confidential Information"** is information or material proprietary to GALMLS or designated "confidential" by GALMLS and not generally known to the public that Recipient 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 or other form):

      a.   All IDX Data, except the IDX 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 relating to the IDX Data;

      c.   All software, source code, object code, diagrams and flow charts relating to the IDX Data;

      d.   All techniques and procedures relating to the IDX Data;

      e.   All IP addresses, access codes and passwords relating to IDX Data and related software; and

      f.   Any information that GALMLS obtains from any third party that GALMLS treats as proprietary or designates as "Confidential Information", whether or not owned or developed by GALMLS.

11.   **Title.** The Recipient acknowledges that title to the Confidential Information remains at all times with GALMLS or with the third parties in whom title existed prior to this Agreement or prior to disclosure by GALMLS.

12.   **Restrictions on Use - Scope of Use.** The Recipient will use or access the Confidential Information only as expressly permitted under this Agreement and the IDX Rules and the Recipient will not use its access or the Confidential Information for any other purpose. The Recipient 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.

13. **Restriction on Use - Unauthorized Uses.** The Recipient will not make copies of the Confidential Information. The Recipient will not directly or indirectly disclose, display, provide, transfer or otherwise make available the Confidential Information to any person or entity, unless the Recipient has received prior written consent of GALMLS to do so. At no time and under no circumstances will the Recipient reverse engineer, decompile, or disassemble any software constituting part of the Confidential Information. The Recipient will not incorporate the Confidential Information into any other work or product.

14. **Restrictions on Use - No Third Party Access.** Only the Recipient's Vendor's own employees will access the Confidential Information. The Recipient Vendor will not provide access to the Confidential Information to third parties, including consultants or independent contractors, without prior written consent from GALMLS. If GALMLS grants consent, the Recipient 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 Recipient.

15. **Termination and Return of Materials.** Upon termination of this Agreement, GALMLS immediately will stop the data feed of the IDX Data and access to the IDX Data will no longer be given by GALMLS to Recipient. Within five (5) days of the end of the term of this Agreement or receipt of notice of termination by GALMLS, the Recipient will return to GALMLS all Confidential Information, and each and every copy thereof, and all other materials provided by GALMLS to the Recipient. The Recipient will also erase, delete, or destroy any Confidential Information stored on magnetic media or other computer storage, including system backups. Upon the request of GALMLS, an officer of the Recipient will certify in writing that all materials have been returned to GALMLS and all magnetic or computer data have been destroyed.

TERM AND TERMINATION

16. The term of this Agreement begins on the "Effective Date" set forth on the Signature Page below. GALMLS has the right at any time and in its sole discretion to terminate this Agreement for any reason. This Agreement shall terminate upon the occurrence of any of the following events:

   a.   GALMLS's notice to Recipient that this Agreement is terminated.

   b.   IDX Participant's or IDX Agent's notice to GALMLS that it no longer intends to display IDX Data on its web site through the Vendor.

   c.   Termination of an IDX Participant's or IDX Agent's privileges by GALMLS.

GENERAL PROVISIONS

17. **Survival of Obligations.** The obligations of Recipient set forth under "Recipient's Obligations" above shall survive the termination or expiration of this Agreement.

18. **GALMLS's Remedies.** Because of the unique nature of the IDX Data and Confidential Information, Recipient acknowledges that GALMLS would suffer irreparable harm in the event that Recipient breaches its obligations under this Agreement, and that monetary damages would be inadequate to compensate GALMLS for a breach. GALMLS is therefore entitled, in addition to all other forms of relief, to injunctive relief as may be necessary to restrain any continuing or further breach by Recipient, without showing or proving any actual damages sustained by GALMLS.

19. **Attorney's Fees.** If GALMLS prevails in any action to enforce or interpret this Agreement or any provision hereof, the Recipient will pay GALMLS's reasonable attorney's fees and costs for such legal action.

20. **Limitation of Liability.** GALMLS's liability to Recipient for damages under this Agreement, whether in contract or tort, shall be limited to the aggregate amounts paid by Recipient to GALMLS, if any, under this Agreement. Recipient's only other remedy shall be termination of this Agreement. GALMLS shall not be liable for any incidental or consequential damages under any circumstances, even if GALMLS has been advised of the possibility of such damages. GALMLS shall have no liability for inaccuracies in the IDX Data.

21. **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 other in writing during the term of this Agreement.

22. **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.

23. **No Assignment.** The Recipient may not assign or otherwise transfer any of its rights under this Agreement to any party without the prior written consent of GALMLS.

24. **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 IDX Rules are expressly incorporated into this Agreement by reference.

25. **Applicable Law.** This Agreement is governed by and enforced according the laws of the State of Alabama.

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SERVICE FEES:

Vendors with 1 – 5 accounts pay $15 per month per account
Vendors with 6 – 10 accounts pay $75 per month
Vendors with 11 – 20 accounts pay $150 per month
Vendors with 21 – 50 accounts pay $200 per month
Vendors with 51+ accounts pay $250 per month

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Entered into on behalf of IDX Participant or IDX Agent listed below:

IDX Website Address: _____

IDX Participant's (Broker) Company Name: _____

Signature – Broker (IDX Participant): _____

Printed Name – Broker: _____

Signature – Agent (if IDX Agent site): _____

Printed Name – Agent (if IDX Agent site): _____

Recipient (Vendor's) Company Name: Constellation Web Solutions _____

Recipient (Vendor's) Contact Name: __Dan Dlhy_____

Recipient (Vendor's) Signature: _Danl Dly_____

Recipient (Vendor's) Street Address: 6737 W. Washington Street, Suite 2120 _____

     City, State, Zip: __Milwaukee, WI 53214 _____

Recipient (Vendor's) Email Address: _brokersolutions@constellationws.com _____

Recipient (Vendor's) Telephone: __425-636-6910 _____

Recipient (Vendor's) Fax: _____

Effective Date of Agreement: _____