

NTREIS VENDOR RETS AGREEMENT

This VENDOR RETS Agreement ("Agreement") is made and entered into by and between _____, a _____ corporation, having its principal office at _____ ("VENDOR"), and North Texas Real Estate Information Systems, Inc., a Texas corporation, having its principal office at 1950 N. Stemmons Freeway, Suite 3018, Dallas, Texas 75207 ("NTREIS"), and is effective as of the date the last party executes this Agreement (the "Effective Date").

Section 1 - Recitals

1.1 NTREIS operates a regional Multiple Listing Service ("MLS") in connection with the listing and sale of real properties in certain geographical areas of Texas.

1.2 VENDOR wishes to access, and NTREIS wishes to provide access to, certain Proprietary Information and/or tools by which the VENDOR may download certain MLS Content contained in the NTREIS MLS database.

1.3 The parties wish to set forth the terms on which VENDOR may access the NTREIS RETS Server containing MLS Content from NTREIS' MLS database.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants contained herein and intending to be legally bound, the parties hereto agree as follows:

Section 2 - Definitions

As used herein, the following terms have the meanings set forth below:

2.1 "Access" means a right of entry to the MLS Content whereby VENDOR acts as a conduit for the flow of the MLS Content from NTREIS to and into the VENDOR Product and expressly excludes maintaining any copies of the MLS Content on any VENDOR equipment, servers or in any other manner for any other purpose.

2.2 "Claims" means any and all damages, losses, liabilities, costs and expenses, including reasonable attorneys' fees, arising out of, in connection with, or relating to use and/or publication of the NTREIS MLS Content including, but not limited to, claims relating to infringement of proprietary rights of third parties.

2.3 "MLS" or "Multiple Listing Service" means the organization operated by NTREIS that collects information about real properties directly from real estate brokers and then aggregates, compiles, displays, maintains and distributes that information principally for the benefit of NTREIS' members.

2.4 "MLS Content" means any and all data, information and other content contained in the NTREIS database which is transferred via the RETS download from the MLS computer including, but not limited to, the copyrighted compilations of property listings.

- 2.5 "MLS Number" means the number assigned by NTREIS, or its suppliers or licensors, to uniquely identify a parcel of real estate listed for sale or lease in the NTREIS MLS Content.
- 2.6 "Monitor" means a method by which NTREIS tracks the Seeded MLS Content to police compliance with the terms of this Agreement.
- 2.7 "Proprietary Information" means confidential information owned or licensed by each party including, without limitation: information, methods, trade secrets, MLS Content, technical procedures, office files, agent files, history files and other data, procedures and documents relating to the business and operations of VENDOR and NTREIS, respectively.
- 2.8 "RETS" means the Real Estate Transaction Standard for the electronic transmission of real estate information developed by the National Association of REALTORS® and the RETS Working Group to establish standardized procedures therefore.
- 2.9 "RETS Server" means NTREIS' server configured in accordance with RETS located at the corporate offices of NTREIS.
- 2.10 "Rules" means NTREIS' Multiple Listing Service Rules and Regulations, as amended from time to time, and available at all times on NTREIS' web site *www.ntreis.net*.
- 2.11 "NTREIS Member" means a real estate licensee that has contracted with one of the MLS Providers of the MLS as set forth in the Bylaws and Rules.
- 2.12 "MLS Provider" means a local Association of REALTORS® that is a shareholder of NTREIS providing MLS Services via the MLS in accordance with the NTREIS Bylaws and Rules.
- 2.13 "Seed" means a method by which NTREIS may code the MLS Content such that its access, use and integration can be monitored.
- 2.14 "Staff" means licensed and non-licensed employees of a VENDOR Customer.
- 2.15 "Term" means the period of time this Agreement is in full force and effect.
- 2.16 "Terms of Use" means a written set of requirements and restrictions relating to a User's usage of the VENDOR's Product which has been approved by NTREIS.
- 2.17 "User" means any individual who uses any VENDOR Product, including real estate brokers, agents, Staff and members of the general public pursuant to authorization granted either in an online Terms of Use agreement or a written contract which the User has accepted or is deemed to have accepted.
- 2.18 "VENDOR Customer" means a NTREIS Member who enters into a VENDOR Customer License Contract.
- 2.19 "VENDOR Customer License Contract" means the agreement which a VENDOR provides to a VENDOR Customer for the sale or use of the VENDOR Product.

2.20 "VENDOR Product" means the products and/or services as more particularly described on the Products and Services Description Schedule attached hereto and made a part hereof.

Section 3 - License and Restrictions and Conditions

3.1 License: Subject to the terms and conditions of this Agreement, NTREIS hereby grants to VENDOR a non-exclusive, non-transferable license to Access and download from NTREIS' MLS database, certain MLS Content for the sole purpose of incorporating that MLS Content into the VENDOR Product. VENDOR hereby acknowledges and agrees that NTREIS is not directly supplying any software, programming assistance or tangible property of any kind in connection with such license and, if needed, VENDOR must obtain such items at VENDOR's sole cost and expense.

3.2 Restrictions on Third Parties: The MLS Content shall only be Accessed by VENDOR and used by VENDOR Customers and their authorized Users and not by any affiliates, parent organization, subsidiaries, corporate partners, consultants, shareholders, agents, third parties or any unauthorized person(s) within or outside its organization unless prior written authorization is first obtained from NTREIS, which authorization may be withheld or conditioned as NTREIS, in its sole discretion, shall determine.

3.3 Restrictions Respecting NTREIS Membership Status: VENDOR shall verify that each VENDOR Customer is a NTREIS Member. VENDOR acknowledges that any VENDOR Customer who is no longer a NTREIS Member, or whose status with NTREIS is designated as inactive is deemed to be a third party and therefore shall not be granted Access to the MLS Content from the RETS Server. VENDOR acknowledges and agrees to authenticate each VENDOR Customer each and every time a VENDOR Customer shall Access the RETS Server.

3.4 Restrictions on Use: Except as provided in Sections 3.1 and 3.2 hereof, VENDOR shall not use, resell, reconfigure, or sublicense any MLS Content, in any form or format whatsoever, for any purpose including, but not limited to, incorporation into any other VENDOR Product and/or service, unless prior written authorization is first obtained from NTREIS, which authorization may be withheld or conditioned as NTREIS, in its sole discretion, shall determine.

3.5 Rules: VENDOR shall design the VENDOR Product so that it complies with the NTREIS MLS Rules and Regulations and with the established policies of the National Association of REALTORS® adopted by NTREIS.

3.6. Restrictions on Users: If the VENDOR Product is an electronic or online product, VENDOR shall design the VENDOR Product to include Terms of Use and the appropriate privacy policy or privacy statement.

3.7 Disclaimers on Reports: VENDOR shall design the VENDOR Product so that any report or printout generated therefrom and displaying the MLS Content shall also display the following disclaimer: *"We do not attempt to independently verify the currency, completeness, accuracy or authenticity of the data contained herein. It may be subject to transcription and transmission errors. Accordingly, the data is provided on an 'as is, as available' basis only."*

3.8 Pre-Conditions to MLS Content Access:

3.8.1 VENDOR Customer License Contract: VENDOR shall not make the MLS Content available to any VENDOR Customer without first obtaining the signature of the VENDOR Customer on a VENDOR Customer License Contract. Prior to using the VENDOR Customer License Contract form, VENDOR shall submit said form to NTREIS for approval. VENDOR's subsequent uses of such form need not be submitted to NTREIS for approval if the content is the same as the content of the VENDOR Customer License Contract previously approved by NTREIS. VENDOR shall include in the VENDOR Customer License Contract the following clauses, when and where applicable:

3.8.1.1 A disclaimer regarding the MLS Content that it is sourced from public, publicly available or non-public documents, is provided on an "as is, as available" basis and the data supplier does not make any warranties, express or implied, including without limitation, those of merchantability and fitness for a particular purpose, nor is the VENDOR's data supplier responsible for errors or omissions.

3.8.1.2 VENDOR Customer assumes sole responsibility for all use by the general public of the VENDOR Product including the liability and responsibility for any and all claims, demands, losses, damages, liabilities, costs, charges and expenses, including reasonable attorneys' fees, arising out of the general public's use of the VENDOR Product. VENDOR Customer shall indemnify VENDOR and its suppliers or licensors with respect thereto. Any use of the VENDOR Product by VENDOR Customer and/or the general public pursuant to this Agreement shall be at its own risk and VENDOR and its suppliers or licensors shall not be responsible for any errors or omissions.

3.8.1.3 VENDOR Customer shall comply with all applicable privacy, data security, best practices and all other laws, rules and regulation relevant to VENDOR Customer's business model, including but not limited to, the Gramm Leach Bliley Act, the Final Rules promulgated by the Federal Trade Commission in furtherance of the Gramm Leach Bliley Act, the Telephone Consumer Protection Act of 1991, as amended, the Fair and Accurate Credit Transactions Act, federal do-not-call laws, various state do-not-call laws, and the CAN-SPAM Act.

Section 4 - Vendor Access to MLS Content

4.1 Data Access: VENDOR shall have access to the MLS Content by way of the RETS Server during the Term commencing within two (2) business days of the Effective Date.

4.2 Security of the MLS Content: The MLS Content is owned by NTREIS. VENDOR shall safeguard and maintain protection of the MLS Content by generally accepted technology safeguards. Use of the MLS Content by any other person or entity other than as contemplated herein, shall be considered theft and misappropriation of NTREIS property. VENDOR shall be liable for any consequences, damages or injuries that may result from unauthorized disclosure of MLS Content, whether intentional, negligent or inadvertent, including but not limited to immediate termination of this Agreement. VENDOR acknowledges that NTREIS may Seed the MLS Content and undertake monitoring on a random basis in aid of detecting any violation of the security of the MLS Content.

4.3 Acknowledgment: The parties acknowledge that circumstances beyond NTREIS' control may, on occasion, arise and delay delivery of the MLS Content, in which case, NTREIS will deliver the MLS Content as soon as possible; however, NTREIS shall have no liability for any such delay.

Section 5 - Set-Up Costs

VENDOR shall provide its own hardware, software, and bear its own programming, technology and methodology expenses, if any, together with all sales and distribution expenses relating to the VENDOR Product, and/or the flow of MLS Content through it into the VENDOR Product and shall provide for all telecommunications needs in order to facilitate Access to the MLS Content.

Section 6 - Data Problems/Quality Control

During the Term, each party agrees to inform the other party, in writing, by facsimile or electronic mail, of omitted, erroneous, or misapplied MLS Content within thirty (30) days of discovery of such omissions, errors or misapplications and shall include the physical address, city, state, zip code and MLS Number. Each party agrees to include such omission or delete such erroneous or misapplied MLS Content within the earliest possible time frame.

Section 7 - Ownership

Nothing herein contained shall constitute a transfer of title to the MLS Content. Without limiting the generality of the foregoing sentence, VENDOR hereby acknowledges and agrees that NTREIS owns all rights, title, interest in and to the MLS Content and all copyrights and renewals thereof, heretofore or hereafter secured therein and that VENDOR shall have no right to retain or use any MLS Content except as provided herein. VENDOR acknowledges that the MLS Content provided hereunder is Proprietary Information of NTREIS and/or its associates, MLS Providers, suppliers or licensors. VENDOR acknowledges that the MLS Content is a valuable commercial product, the development of which has involved the expenditure of substantial time and money by NTREIS and/or its suppliers, MLS Providers, associates or licensors. All publication, dissemination and other rights in and to the MLS Content licensed hereunder are reserved for NTREIS and/or its suppliers, MLS Providers, associates or licensors in all languages, formats and media throughout the world for the sole and exclusive use or any other disposition by NTREIS and/or its suppliers, MLS Providers, associates or licensors, their respective assignees or grantees at any time and from time to time without obligation or liability to VENDOR.

Section 8 - Term and Termination.

8.1 Term: The initial Term shall be one (1) year commencing on the Effective Date and shall be automatically renewed for additional one (1) year Terms unless either party shall notify the other party of its intention to terminate this Agreement, in writing, sixty (60) days prior to the end of the initial Term or any renewal Term, as applicable.

8.2 Termination: At any time following the occurrence of a termination event described in this Section 8, this Agreement shall be terminated immediately and automatically, without further notice or other action.

8.3 NTREIS Termination Rights: NTREIS may terminate this Agreement upon the occurrence of any one of the following Events of Default:

8.3.1 Immediately upon the conclusion of NTREIS, in its good faith judgment on information reviewed, that a violation of any of the restrictions set forth in Section 3 has occurred.

8.3.2 Failure of VENDOR to perform any of its obligations under this Agreement and such failure continues for thirty (30) days after written notice to VENDOR.

8.3.3 Upon termination of the business of NTREIS.

8.3.4 A filing by or against VENDOR of a proceeding under any bankruptcy, debtor relief laws, or similar laws unless such proceeding is dismissed within thirty (30) days after filing.

8.3.5 Upon the insolvency of VENDOR.

8.3.6 Upon the making by VENDOR of an assignment of a material portion of its assets for the benefit of creditors.

8.4 VENDOR Termination Rights: VENDOR may terminate this Agreement:

8.4.1 Upon breach by NTREIS in failing to provide Access to the MLS Content as contemplated by the parties herein, if such failure continues for thirty (30) days after written notice to NTREIS.

8.4.2 Upon the termination of the business of VENDOR.

8.4.3 A filing by or against NTREIS of a proceeding under any bankruptcy, debtor relief laws, or similar laws unless such proceeding is dismissed within thirty (30) days after filing.

8.4.4 Upon the insolvency of NTREIS.

8.4.5 Upon the making by NTREIS of an assignment of a material portion of its assets for the benefit of creditors.

8.5 Termination: Upon any termination of this Agreement, the following shall occur:

8.5.1 NTREIS shall cease to provide Access to the MLS Content to VENDOR and,

8.5.2 VENDOR shall delete the MLS Content from its files and systems and from all VENDOR Products, and certify to NTREIS, in writing, within thirty (30) days following termination of this Agreement, that deletion of the MLS Content has occurred.

Section 9 - Compliance And Consequences Of Non-Compliance

9.1 Compliance: VENDOR agrees to use the MLS Content lawfully and agrees that it will perform its obligations hereunder in accordance with all applicable laws, rules and regulations now or hereafter in effect.

9.2 Consequences of Non-Compliance: At any time that NTREIS has reason to believe VENDOR or VENDOR Customers or Users are in violation of the terms of this Agreement or any law or regulation, NTREIS may, in its sole discretion, interrupt, discontinue or terminate Access by VENDOR or any VENDOR Customers or Users, as the case may be, to the MLS Content. Any withholding of the MLS Content for non-compliance shall not impact or in any way alter NTREIS' rights under this Agreement.

9.3 Suspension: VENDOR specifically understands that the MLS Content may be Seeded and Monitored by NTREIS and NTREIS hereby reserves the right to suspend or immediately terminate this Agreement upon notice to VENDOR pending investigation of any evidence or allegations that either VENDOR has breached the terms and conditions of this Agreement or VENDOR Customers have breached the terms and conditions of the VENDOR Customer License Contract or that governmental rules, regulations or statutes may interfere with the parties' performance of this Agreement. Promptly upon notification from NTREIS that a VENDOR Customer has breached its VENDOR Customer License Contract with VENDOR, VENDOR shall suspend and/or terminate its VENDOR Customer License Contract with such VENDOR Customer or be subject to suspension and/or termination in accordance with the terms and conditions of this Agreement.

Section 10 - Warranties and Covenants

10.1 NTREIS hereby warrants and covenants as follows:

10.1.1 The MLS Content will be as current and complete as possible using the source data, compilation and data processing methods normally employed in the ordinary course of business; however, neither NTREIS nor its suppliers, MLS Providers, associates or licensors make any warranties, express or implied, including, without limitation, those of merchantability or fitness for a particular purpose, with respect to the MLS Content. NTREIS does not warrant that the MLS Content is error-free, nor that it will meet VENDOR's requirements, nor that any electronic transmission thereof will operate in an error free manner.

10.2 VENDOR hereby warrants and covenants as follows:

10.2.1 VENDOR shall comply, in all respects, with any and all conditions, requirements or restrictions established by NTREIS with respect to use or publication of the MLS Content.

10.2.2 VENDOR hereby acknowledges receipt of a copy of the Rules. VENDOR shall comply, in all respects, with the Rules, including, but not limited to, the Rules concerning

confidential information, lockbox reference, vacancy of property, showing instructions, other forms of advertising and rules regarding the display of active listing data on the Internet or otherwise.

Section 11 - Limitation of Liability

11.1 General Limitation of Liability: Neither NTREIS nor any of its suppliers, MLS Providers, associates or licensors who provide any MLS Content or information to NTREIS shall be liable for any Claims including, without limitation, any consequential, incidental, special, or exemplary damages which may arise, whether now or in the future, with regard to the accuracy, authenticity or completeness of the MLS Content or with regard to information which NTREIS may collect, report, compile, publish or disseminate, regardless of form, whether those Claims arise from any act or omission of NTREIS or any supplier, MLS Provider, associate or licensor of data or information to NTREIS, including, without limitation, their respective ordinary or gross negligence. Any reliance upon the MLS Content by VENDOR, VENDOR Customers or any User shall be at their own risk.

11.2 Indirect and Incidental Limitation of Liability: NTREIS is not liable to VENDOR or VENDOR Customers or any User for lost profits, lost savings, indirect, incidental, consequential or special damages of any type whatsoever or for loss of use of the MLS Content, loss of any MLS Content or the cost of recovering such MLS Content, the cost of any substitute data, claims by third parties, or for other similar claims arising out of or in any manner relating to this Agreement, the MLS Content or the VENDOR Product, whether under a contract, tort or any theory of liability, even if either party is aware of the possibility of such damages.

Section 12 - Dispute Resolution

The parties agree to use the alternative dispute resolution procedure set forth herein as the sole means of resolving any disputes arising out of this Agreement and the rights and obligations of the parties hereunder, except where equitable remedies are the only means of effectively protecting the injured party. Consequently, the parties will attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly and initially by senior executives of the parties in the following manner: If a dispute should arise, a senior officer of each of VENDOR and NTREIS shall meet within seven (7) days of written notification of the dispute at a location to be selected by the parties to attempt to resolve the dispute. If no resolution of the dispute occurs at this meeting, the two officers shall, within seven (7) days of said meeting, refer the matter to the next highest level of senior management for each party, which senior executives shall have the authority to settle the dispute. The referring officers shall promptly prepare and exchange memoranda stating the issues in dispute and each other's position on the merits, summarizing the negotiations which have taken place and attaching relevant documents. The senior executives shall meet as soon as practicable, but in no event later than fourteen (14) days after the matter has been referred to them, the initial meeting occurring at a location to be selected by the parties. Subsequent meetings, if required, shall be rotated between each senior executive's place of business or at any other mutually agreeable location. If the senior executives are unable to resolve the dispute within forty-five (45) days of their receipt of the matter for resolution, and either or both are unwilling to continue negotiations, each party may pursue any and all remedies available to it at law or in equity.

Section 13 - Assignment

Neither this Agreement nor any of the rights, interest or obligations hereunder may be assigned by VENDOR without the prior written consent of NTREIS, which consent may be withheld in its sole and absolute discretion. Change of ownership of VENDOR constitutes an assignment pursuant to this provision.

Section 14 - Injunctive Relief

VENDOR hereby acknowledges that the MLS Content has been developed and created at great time and expense and that NTREIS has a proprietary interest therein. VENDOR further acknowledges that NTREIS may suffer great harm if VENDOR misappropriates the MLS Content or Access to the MLS Content. Accordingly, VENDOR agrees to take reasonable precautions to prevent the unauthorized Access to and misuse of the MLS Content. NTREIS may seek injunctive or other equitable relief against the breach or threatened breach of this Agreement in addition to any other legal remedies which may be available.

Section 15 - Notice

All notices and other communications hereunder shall be in writing and shall be (a) personally delivered, (b) transmitted by first-class mail, postage prepaid, (c) sent by Federal Express or similar accountable delivery service or (d) transmitted by confirmed facsimile, in each case addressed to the party to whom notice is being given at its address as set forth above or at such other address as may hereafter be designated in writing by that party. All such notices or other communications shall be deemed to have been given on (i) the date received if delivered personally, (ii) three (3) business days after the date of posting if delivered by mail, (iii) the date of receipt, if delivered by Federal Express or similar accountable delivery service or (iv) the date of transmission if delivered by telecopy. A copy of all notices to NTREIS shall be furnished to Jerome L. Prager, Esq., Prager & Miller, P.C., 14911 Quorum Drive, Suite 320, Dallas, Texas 75254

Section 16 - Confidentiality

16.1 General Confidentiality. Unless VENDOR proves conclusively to the contrary by a preponderance of the evidence that certain material is not encompassed by this Agreement, all material accessed by, or disclosed to VENDOR pursuant to this Agreement by NTREIS, its MLS Providers or its vendors, shall be presumed to be (i) confidential, (ii) trade secrets of NTREIS or its vendors (iii) and Proprietary Information of NTREIS and it will be so regarded by VENDOR.

16.2 Duty of Confidentiality. VENDOR agrees to maintain and preserve the confidentiality of the Proprietary Information and not to disclose such Proprietary Information to third parties, or use it in a manner other than for incorporation into the VENDOR Product without the prior written consent of NTREIS; provided, however, that VENDOR shall have no such obligation with respect to use or disclosure to others not parties to this Agreement of such Proprietary Information as can be established to have been received by VENDOR at any time from a source other than NTREIS lawfully having possession of such information. Notwithstanding the above, nothing herein shall prevent VENDOR from disclosing all or part of

the Proprietary Information that it is legally compelled to disclose by oral deposition, interrogatories, request for production of documents, subpoena, civil investigative demand, or any other legal process provided, however, before any such disclosure by VENDOR, VENDOR shall notify NTREIS in writing of any such order, request to disclose or legal process and cooperate with NTREIS, at NTREIS' cost, with respect to any procedure sought to be pursued by NTREIS in protecting the Proprietary Information against such disclosure by VENDOR.

Section 17 - Indemnification

VENDOR assumes sole responsibility for all use of the MLS Content, including the liability and responsibility for any and all Claims, including reasonable attorneys' fees, arising out of VENDOR'S use of the MLS Content and VENDOR Customers' use thereof and VENDOR hereby agrees to release and discharge NTREIS from any and all Claims. VENDOR agrees to indemnify and defend NTREIS from and against all Claims, provided NTREIS notifies VENDOR promptly in writing of a Claim.

Section 18 - Disclaimers

18.1 No Verification: NTREIS does not attempt independently to verify the currency, completeness, accuracy or authenticity of the MLS Content. The MLS Content reported to and by NTREIS to VENDOR may be subject to transcription and transmission errors. ACCORDINGLY, THE MLS CONTENT PROVIDED BY NTREIS IS PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS.

18.2 Privacy Acknowledgment: VENDOR acknowledges that the federal government and certain states have enacted or may enact laws which place restrictions upon or allow consumers to place restrictions on the use of personally identifiable information. Due to the varying laws and publication dates of privacy notices, NTREIS disclaims any warranty, express or implied, that personally identifiable information which may be contained in the MLS Content has been identified in or deleted from the MLS Content supplied to VENDOR hereunder.

Section 19- Survival

Notwithstanding any other provision herein, the obligations of the parties, and each of them, contained in Sections 10, 16 and 17 shall survive any termination of this Agreement.

Section 20 - Privacy Information Security

The parties represent and warrant, each to the other, that they will comply with all applicable privacy and information security laws as well as best practices together with all other laws, rules and regulations relevant to each party's business model including, but not limited to, the Gramm Leach Bliley Act, the Final Rules promulgated by the Federal Trade Commission in furtherance of the Gramm Leach Bliley Act, the Telephone Consumer Protection Act of 1991, as amended, the Fair and Accurate Credit Transactions Act, federal do-not-call laws, various state do-not-call laws and the CAN-SPAM Act.

Section 21 - Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without reference to its laws governing conflicts of law. Exclusive venue for any action brought to enforce this Agreement shall be Dallas County, Texas. The parties hereby submit to the personal jurisdiction of the United States and Texas courts located in Dallas County.

Section 22 - Binding upon Successors and Assigns

Subject to Section 13 of this Agreement, each and all of the covenants, terms, provisions and agreements contained in this Agreement shall be binding upon, and inure to the benefit of, the permitted successors, executors, heirs, representatives, administrators and assigns of the parties hereto.

Section 23 - Severability

If any provision of this Agreement shall for any reason and to any extent be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect and shall be interpreted consistent with the intent of the parties hereto.

Section 24 - Entire Agreement

This Agreement, and the documents referred to in this Agreement and the attachment to this Agreement, constitute the entire understanding and agreement of the parties with respect to the subject matter and supersede all prior and contemporaneous agreements or understandings.

Section 25 - Amendment

No amendment, modification, supplement or other purported alteration of this Agreement shall be binding upon the parties unless it is in writing and signed on behalf of each party by its own authorized representative.

Section 26 - No Waiver

No waiver by any party of any condition or of the breach of or default in any term, covenant, representation or warranty contained in this Agreement, whether by conduct or otherwise, in any one or more instances shall be deemed to be or construed as a further and continuing waiver of any such condition, breach, or default or as a waiver of any other condition or breach of any other term, covenant, representation or warranty of this Agreement.

Section 27 - Attorneys' Fees

In the event a lawsuit or other legal proceeding shall be commenced with respect to this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees to be fixed by the court including, without limitation, all costs and expenses of suit.

Section 28 - Force Majeure

Neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of such parties. Such acts shall include, but not be limited to, acts of God, strikes, lock-outs, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, communication line failures, power failures, earthquakes or other disasters.

Section 29 - No Joint Venture

Nothing contained in this Agreement shall be deemed or construed as creating a joint venture or partnership between the parties. Except as expressly set forth, no party by virtue of this Agreement is authorized as an agent, employee or legal representative of any other party, and the relationship of the parties is, and at all times will continue to be, that of independent contractors.

Section 30 - Further Assurances

Each party agrees to cooperate fully with the other party and to execute such further instruments, documents and agreements, and to give such further written assurances as may be reasonably requested by the other party, to better evidence and reflect the transactions described in and contemplated by this Agreement, and to carry into effect the intents and purposes of this Agreement.

Section 31 - Authority and Approval

Each party warrants that it has full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of such party has been properly authorized and empowered to enter into this Agreement. Each party further acknowledges that it has read this Agreement and agrees to be bound by it.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year set forth below.

NTREIS:

NORTH TEXAS REAL ESTATE INFORMATION
SYSTEMS, INC.

Address:
1950 N. Stemmons Freeway; Suite 3018
Dallas, Texas 75207
Attention: John Holley, CEO
Fax: (214) 800-8425

By: _____
John W. Holley, Chief Executive Officer

Date: _____

VENDOR:

Address:

(Print Name of Vendor)

By: _____
Print Name: _____
Title: _____
Date: _____

VENDOR PRODUCT AND SERVICES DESCRIPTION SCHEDULE

(To be completed by VENDOR prior to execution of Contract - Please provide a brief description of your intended use of the NTREIS MLS data below.)