



**WEBSITE DEVELOPMENT AGREEMENT
(Member/Office Website)**

This Agreement is made by and between Middlesex County Multiple Listing System, Inc. hereinafter referred to as "MCMLS", and:

MLS Member/Office Name _____

Street Address _____ City _____ State _____ Zip _____

Phone _____

Contact Name _____

Contact Email _____

Member/Office URL _____

Fax _____

hereinafter referred to as "Member/Office"

Reliance Network

Website Developer name _____

3326 167th Ave SE #201 Bellevue WA 98008

Street Address _____ City _____ State _____ Zip _____

(425) 562-6808

Phone _____

Data Support

Contact Name _____

datasupport@reliance-network.com

Contact Email _____

Reliance-network.com

Developer URL _____

425-562-6802

Fax _____

hereinafter referred to as "Developer"

- A. License. Subject to the provisions, terms and conditions set forth herein, including those on the back of this Agreement, MCMLS hereby grants to Member/Office and to Developer during the Term a non-exclusive, non-transferable right to access the MCMLS current aggregated compilation of listing data submitted by the Member/Office ("MCMLS Member/Office Content") for (check one) () all of the Member/Office's listings per the attached schedule, () all of the Member/Office's active (A) and (AR) listings, () all of the Member/Office's active (A) and (AR) listings and uncirculated (ZA) and (ZR) listings **AND/OR** () to access the MCMLS current aggregated compilation of all active listing data available for Internet Listing Display which excludes those listings where the property seller or listing broker has opted out of Internet publication by so indicating on the listing contract (the "MCMLS ILD Content") for the SOLE purpose of integrating the MCMLS Member/Office Content, the MCMLS ILD Content or both MCMLS Member/Office Content and MCMLS ILD Content (hereinafter collectively referred to as "MCMLS Content") into the Member/Office Web Site for display to prospective real estate purchasers. This license is granted for use only in conjunction with the ordinary licensed real estate agency business activities directly related to the purchase, sale and rental of real estate by buyers, sellers, landlords and tenants and for no other purpose. Neither Developer nor Member/Office are authorized and they each understand and agree they shall not transfer either the MCMLS Member/Office Content or the MCMLS Content or, if applicable, access to the MCMLS Member/Office or MCMLS Content or any part thereof to any third party and Developer specifically understands and agrees it is not authorized to display either the MCMLS Member/Office or MCMLS Content or any part thereof on its own website or the website of any third party.
- B. Term. The Term of this Agreement shall be one (1) year commencing on the date the last party executes this Agreement (the "Effective Date") and shall automatically extend for additional one (1) year Terms. After the initial one year term any party may terminate the Agreement at any time provided at least sixty (60) days advanced notice of the termination is given to the other parties to the Agreement.
- C. Fees. Member shall pay the non-refundable sum of One Hundred Dollars (\$100.00) as an Account Establishment Fee and due and payable on July 1 of each year, the non-refundable sum of One Hundred Dollars (\$100.00) as an Annual Access Fee for continuing access to the MCMLS Content. MCMLS also charges an Hourly Support Fee for the initial set-up and any subsequent modification of the access to the specified MCMLS Content. This fee will be billed at the rate of One Hundred Twenty-Five Dollars (\$125.00) per hour with a minimum billing equal to one-half the hourly rate.
- D. Set-Up Costs. Member/Office and Developer shall provide their own hardware, software and bear their own programming, technology and methodology expenses, if any, relating to the integration of MCMLS Content into Member's/User's Web Site and shall provide for all telecommunication needs in order to facilitate the accessibility of the MCMLS Content.
- E. Security of Access ID and Penalties for Disclosure. Developer's Access ID is owned by MCMLS. Developer shall treat the Access ID as private, confidential and personal and shall safeguard and maintain its confidentiality. Use by any other person or entity shall be considered as theft. Member/Office and Developer shall be jointly and severally liable for any consequences that may result from unauthorized disclosure of Developer's Access ID, whether intentional, negligent or inadvertent, including but not limited to immediate termination of this Agreement and liability for damages.
- F. Membership Status and Information Changes. Member/Office and Developer acknowledge that if Member/Office is no longer a Member/Office of MCMLS or if Member's/User's status with MCMLS is inactive, neither Member/Office nor Developer shall be granted access to the MCMLS Content and access will be denied until Member's/User's status is returned to active. Member/Office agrees to notify MCMLS, and Developer agrees to notify both Member/Office and MCMLS, within 10 days of any change to its information set forth at the top of this page.
- G. MCMLS Logo. Developer shall not integrate the MCMLS Content into the Member/Office Web Site unless and until the MCMLS logo, in a form and format presented by MCMLS to Developer, is displayed on the first screen of such Member/Office Web Site.
- H. Access. The MCMLS Content may be accessed by Developer during the Term and shall commence within three (3) business days of the Effective Date.
- I. Breach. Within 5 days of becoming aware of any breach of this Agreement, MCMLS shall notify both Member/Office and Developer, specifying the nature of the breach. Member/Office and Developer shall have 10 days to mutually determine which of them is the cause of the breach and the party at cause shall cure said breach within the next 10 days. If Member/Office and Developer are unable to determine the party at cause, they shall be jointly and severally liable to cure the breach, within the 10 day cure period.
- J. Limitation and Disclaimers. MCMLS and its data suppliers are not responsible for errors or omissions. The MCMLS Content are provided on an "as is, as available" basis. Neither MCMLS nor any of its suppliers makes any warranties, express or implied, including without limitation, those of merchantability and fitness of a particular purpose, with respect to the MCMLS Content.
- K. The MCMLS' ILD Policy is an integral part of this Agreement and Users/Developers receiving ILD Listing Data are required to comply with the ILD Policy. Refer to the ILD Policy, Section V, for non-compliance penalties.
- L. **NEITHER MEMBER/OFFICE NOR DEVELOPER SHALL REPRODUCE, SELL, PUBLISH, OR IN ANY MANNER COMMERCIALY EXPLOIT ANY INFORMATION OBTAINED THROUGH ACCESS TO THE MCMLS CONTENT OR PARTICIPATE IN OR ALLOW SUCH REPRODUCTION, SALE, PUBLICATION OR EXPLOITATION BY ANY PERSON EXCEPT WITH THE EXPRESS WRITTEN CONSENT OF MCMLS.**

MIDDLESEX COUNTY MLS

By: _____

Print Name _____

Title: _____

Date: _____

White - _____

Yellow - Member/Office

RXXX-09/06

MEMBER/OFFICE: _____

By: _____

Print Name _____

Title: _____

Date: _____

Pink - Developer

DEVELOPER: Reliance Network

By: Mike Bujnowski

Print Name _____

Title: COO

Date: 11/12/08

Bluc - Attorney