

**THE MLS OF GREENVILLE, S.C., INC.
THIRD PARTY ACCESS, CONFIDENTIALITY AND
NONDISCLOSURE AGREEMENT**

THIS THIRD PARTY ACCESS, CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT is entered into effective as of the date set forth on the attached term sheet ("TERM SHEET") by The MLS of Greenville, S.C., Inc., ("PROVIDER" or the "MLS"), the real estate firm listed on the attached TERM SHEET ("PARTICIPANT"-{REALTOR® Principal}), the associate or agent licensed under the Participant ("PARTICIPANT'S MEMBER") and Constellation Web Solutions, a third party participant ("LICENSEE") with reference to the following facts. (Licensee Name)

RECITALS

A. PROVIDER operates an online computerized real estate multiple listing service which provides multiple listing data and other information (the "SERVICE") to its Participants, Subscribers and other authorized parties (collectively "AUTHORIZED USERS"). The MLS uses the Fidelity system software to provide access to the MLS Data. Ownership of such software and licensing rights remains with Fidelity. Access granted to the Licensee hereunder is subject to the continuation of the MLS license with Fidelity and all its terms and conditions. MLS Data accessed hereunder is owned by the MLS. The listing data and other information in the SERVICE shall be referred to hereinafter as "LICENSED DATA". The LICENSED DATA, together with related software, source code, object code, diagrams, flow charts, IP addresses, access codes and passwords is referred to hereinafter as "CONFIDENTIAL INFORMATION".

B. PARTICIPANT and its members are AUTHORIZED USERS of the SERVICE.

C. LICENSEE operates a business as described in the TERM SHEET. PARTICIPANT and/or PARTICIPANT'S MEMBER wishes to engage LICENSEE to perform certain services for PARTICIPANT and/or PARTICIPANT'S MEMBER, and in connection therewith, PARTICIPANT and/or PARTICIPANT'S MEMBER and LICENSEE desire for LICENSEE to have limited access to the certain LICENSED DATA and for the specific purposes set forth in the TERM SHEET, which TERM SHEET is incorporated into herein by reference.

D. PROVIDER is willing to grant LICENSEE limited access to certain Licensed Data pursuant to the terms and subject to the conditions contained in this Agreement.

In consideration of the mutual promises contained herein

IT IS AGREED:

1. **Access to System.** PROVIDER hereby grants LICENSEE limited access to the SERVICE to retrieve only LICENSED DATA described in the TERM SHEET, from the SERVICE, and for only the purposes set forth in the TERM SHEET.

2. **Ownership of LICENSED DATA.** PROVIDER shall always remain the exclusive owner of the LICENSED DATA, and its MLS service licensor, Fidelity, is the exclusive owner of the MLS software, together referred to as the CONFIDENTIAL INFORMATION. LICENSEE acknowledges that the LICENSED DATA constitutes intellectual property and is a valuable commodity of PROVIDER and is proprietary to PROVIDER. All proprietary rights in CONFIDENTIAL INFORMATION shall remain with PROVIDER or Fidelity, as their respective rights arise. PROVIDER represents and LICENSEE acknowledges that PROVIDER has all exclusive intellectual property rights in the LICENSED DATA including all compilations of such data in the MLS data base maintained within the LICENSED DATA, all of which is and always shall be the exclusive property of PROVIDER. LICENSEE acknowledges that the CONFIDENTIAL INFORMATION constitutes valuable trade secrets proprietary to PROVIDER and Fidelity. LICENSEE shall not disclose or use the CONFIDENTIAL INFORMATION except as specifically provided in this Agreement without the express written consent of PROVIDER or Fidelity. LICENSEE agrees to use reasonable efforts (no less vigorous than it would take with respect to its own confidential and proprietary information), to safeguard the LICENSED DATA and CONFIDENTIAL INFORMATION from unauthorized use by third parties. LICENSEE will not provide access to nor disclose any of the LICENSED DATA or CONFIDENTIAL INFORMATION to any third party except as set forth on the TERM SHEET.

3. **Rights to LICENSED DATA and CONFIDENTIAL INFORMATION.** This Agreement shall not be construed to grant to LICENSEE any ownership in the LICENSED DATA or CONFIDENTIAL INFORMATION and expressly prohibits LICENSEE from remarketing, re-commercializing and/or disseminating the LICENSED DATA or CONFIDENTIAL INFORMATION at any time to any party other than AUTHORIZED USERS, except where specifically authorized by this Agreement. Furthermore, LICENSEE is expressly restricted from: (i) any use of the LICENSED DATA or CONFIDENTIAL INFORMATION for any purpose other than as described in the TERM SHEET; (ii) modifying the LICENSED DATA in any way; or (iii) attempting to reverse engineer the LICENSED DATA or CONFIDENTIAL INFORMATION.

4. **Term.** The term of this Agreement begins on the effective date set forth on the TERM SHEET. PROVIDER has the right, at any time and at its sole discretion, to terminate this Agreement. This Agreement shall terminate upon PROVIDER's notice to PARTICIPANT and LICENSEE that this Agreement is terminated. PARTICIPANT has the right, at any time to terminate this Agreement. This Agreement shall terminate upon PARTICIPANTS notice to LICENSEE and PROVIDER that this Agreement is terminated. LICENSEE may, upon sixty (60) days written notice, terminate this Agreement.

5. **Compensation.** Any compensation payable in connection with this Agreement is set forth on the TERM SHEET.

6. **Confidentiality and Nondisclosure.** LICENSEE agrees that it shall not disclose, nor permit any of its agents or employees to disclose any of the CONFIDENTIAL INFORMATION or any LICENSED DATA to any unauthorized third party without first obtaining the written consent of PROVIDER. LICENSEE shall promptly notify PROVIDER in writing of any suspected non-compliance or breach of the confidentiality provisions of this Agreement, and where a non-compliance or breach occurs, PROVIDER may seek appropriate relief, including damages and injunctive relief, in any court of appropriate jurisdiction. For these purposes, PROVIDER shall hereby be deemed a third party beneficiary or assignee of LICENSEE's rights and claims and is empowered to prosecute and defend its rights hereunder as against any such non-complying or breaching entity or individual.

7. **PROVIDER Rights.** PROVIDER shall retain its rights, title and interest in the SERVICE, the LICENSED DATA, and the CONFIDENTIAL INFORMATION, including all functionality, copyright and patent rights as provided under state and federal law. Any modifications or improvements made to the SERVICE, the LICENSED DATA, or the CONFIDENTIAL INFORMATION shall remain the property of the PROVIDER.

8. **LICENSEE's Obligations.** As a material part of the consideration for this Agreement, LICENSEE agrees that LICENSEE:

- (a) Will comply with the National Association of Realtor's guidelines and PROVIDER's rules and regulations in its utilization of the LICENSED DATA;
- (b) Will not knowingly permit any access to the SERVICE by any person(s) other than AUTHORIZED USERS who have executed Subscriber Agreements with PROVIDER;
- (c) Will not copy or make any use, alteration, adaptation, addition, change or revision of the LICENSED DATA or CONFIDENTIAL INFORMATION, other than to make it available to AUTHORIZED USERS within the terms of this Agreement;
- (d) Will design and maintain its connection in such a way that it does not impair or damage the performance of the SERVICE in any way;
- (e) Will not enter into any license, sublicense, access, electronic connection or another agreement or arrangement which would permit access to the SERVICE, or any portion thereof, to any party other than AUTHORIZED USERS and others as may be allowed by the terms of this Agreement;
- (f) Will not subcontract, assign, delegate or otherwise transfer any right or obligation under this Agreement without PROVIDER's written consent, except as set forth in this Agreement;
- (g) Will establish and maintain firewalls, filters, and such additional and/or complementary security systems in place as may be reasonably necessary in order to provide reasonable assurances that the data is secure and the connection may not be used to access the SERVICE, except by AUTHORIZED USERS and those authorized by the terms of this Agreement; and
- (h) Will not use PROVIDER's name or make any reference to PROVIDER or its LICENSED DATA or SERVICE in any manner, except as may be authorized in writing, by PROVIDER.
- (i) Will pay all costs incurred by LICENSEE and PROVIDER in setting up the SERVICE for LICENSEE's use and providing LICENSED DATA to LICENSEE.

9. **Indemnification.** LICENSEE agrees to defend, indemnify and hold harmless PROVIDER against any claim or action against PROVIDER on account of LICENSEE's use of the LICENSED DATA as set forth herein; provided, however, that this indemnification provision shall not apply to actions resulting from PROVIDER's violation of any third party patent, copyright, or trade secret.

10. **Disclaimer.** PROVIDER does not make and hereby disclaims, and PARTICIPANT and LICENSEE hereby expressly waive, any and all representations and warranties, express or implied (except as may be set forth in this Agreement), including all warranties of merchantability and fitness for a particular purpose. In no event shall PROVIDER be liable to PARTICIPANT or LICENSEE or to any third

party for loss or damages, arising out of the use or performance of the SERVICE, LICENSED DATA or CONFIDENTIAL INFORMATION even if PROVIDER has been advised of the possibility of such damages. Any defect or malfunction in the SERVICE or LICENSED DATA will be corrected in the sole discretion of PROVIDER, upon the written request of PARTICIPANT or LICENSEE. If PARTICIPANT or LICENSEE request PROVIDER to correct any defects or malfunctions or render any other services, PARTICIPANT or LICENSEE, as the case may be, shall reimburse PROVIDER at rates to be determined by PROVIDER. The entire risk as to the quality and performance of the LICENSED DATA and SERVICE is upon PARTICIPANT and LICENSEE.

PROVIDER's sole liability and PARTICIPANT's and LICENSEE's exclusive remedy for any defect which impairs LICENSEE's use of the SERVICE for the purposes stated herein shall be the right to terminate this Agreement.

11. **Remedies.** In the event of a default on the part of either party, the non-defaulting party may terminate this Agreement, effective immediately. This paragraph shall be in addition to any other rights or remedies which either party may have at law or in equity, except as limited by this Agreement.

12. **Attorneys' Fees.** In the event suit or action is instituted to enforce the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sums as the court may adjudge reasonable as attorneys' fees and costs at trial or on appeal of such suit or action.

13. **Applicable Law.** This Agreement shall be interpreted and enforced in accordance with the laws of the State of South Carolina.

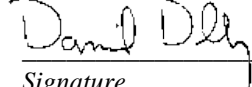
14. **Merger.** This Agreement sets forth the full and complete understanding of the parties with respect to the subject matter of this Agreement, and, except with respect to the Agreement between PARTICIPANT and PROVIDER, there is no other agreement, contract or understanding, whether written or oral, between or among any of the parties with respect to access to the SERVICE.

IN WITNESS WHEREOF, the parties have executed this agreement effective as of the last date set forth below.

PROVIDER: The MLS of Greenville SC, Inc.

Signature
Date: _____

LICENSEE: (Vendor)



Signature
Print Name: Dan Dlh
Date: _____

PARTICIPANT: (Broker-in-Charge – Required)

Signature
Print Name: _____
Date: _____

PARTICIPANT'S MEMBER: (Agent/Associate)

Signature
Print Name: _____
Date: _____

TERM SHEET
BETWEEN THE MLS OF GREENVILLE, SC, INC. ("Provider") and the
BELOW LISTED PARTICIPANT, PARTICIPANT'S MEMBER AND LICENSEE

1. Participant's Firm Name, Name
And Address: _____

2. Name of Participant's Member (if applicable): _____

3. Name and Address of Licensee: Constellation Web Solutions
6737 W. Washington Street, Suite 2120
Milwaukee, WI 53214

Email Address of Licensee: brokersolutions@constellationws.com
Phone Number of Licensee: 425-636-6910

4. Business Operated by Licensee: Delaware Corp

5. Purpose for access to Licensed Data: **Access to Greenville MLS IDX Data Feed for the purpose of providing an IDX Web site feature for Participant. Please indicate here ___ if IDX service will include Mobile App Service.**

6. Description of Licensed Data to which access is granted: **Greenville MLS IDX Data consisting of Active, Contingency, Pending, and Sold Status properties. Sold Status properties are provided beginning January 1, 2012. Sold properties or their data are not to be compiled and displayed earlier than January 1, 2012 as provided in the data feed on IDX websites and Licensee is responsible for insuring compliance with this rule. Geo Code Data provided in the data feed is only licensed for use with Microsoft Bing™ Mapping applications.**

7. Website URL(s) to which access is granted: _____

8. Parties/Subcontractors (if any), other than Licensee granted access to Confidential Information:

9. MLS Compensation Agreement: **\$100.00 annually; prorated and invoiced quarterly by MLS to Member for Data Feed Service access. Participants or Participant's Member signature on this Agreement provides authorization for MLS invoicing of these charges unless member is currently billed for these services.**

10. Effective Date: **Upon signature by all parties and delivery of data access to Licensee**

PROVIDER: The MLS of Greenville SC, Inc.

Signature

Date: _____

PARTICIPANT: (Broker-in-Charge – Required)

Signature

Print Name: _____

Date: _____

LICENSEE:



Signature

Print Name: Dan Dlh

Date: _____

PARTICIPANT'S MEMBER: (Agent/Associate)

Signature

Print Name: _____

Date: _____