

**GSMLS THIRD PARTY VENDOR TEMPORARY ACCESS, CONFIDENTIALITY and
NONDISCLOSURE AGREEMENT**

THIS AGREEMENT (this "Agreement"), dated _____ (the "Effective Date"), is entered into between NEWMLS, L.L.C. d/b/a Garden State Multiple Listing Service, L.L.C. ("GSMLS") having its principle office at 1719 Route 10 East, Suite 223, Parsippany, New Jersey 07054 and

Name: _____ ("Vendor").

Address: _____

RECITALS

WHEREAS GSMLS operates a Multiple Listing Service ("MLS") and as part of its MLS operations provides real estate listing database information to the Authorized Users of its MLS; and

WHEREAS Vendor is a developer and marketer of certain software products, which are designed to be used by such Authorized Users in conjunction with their accessing of MLS real estate listing database information; and

WHEREAS Vendor wishes to obtain temporary access to GSMLS's MLS System for the purpose of configuring, testing and programming certain of its software products for use by the Authorized Users of GSMLS's MLS System, and GSMLS is willing to grant to Vendor such temporary access, subject to the terms and conditions set forth below;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

AGREEMENT

1. Definitions. In addition to any other terms that are defined elsewhere in this Agreement, the following terms will have the meanings set forth below.

1.1 "Intellectual Property" means all inventions (whether or not protected under patent laws), works of authorship, information fixed in any tangible medium of expression (whether or not protected under copyright laws), Moral Rights, mask works, trademarks, trade names, trade dress, trade secrets, publicity rights, know-how, ideas (whether or not protected under trade secret laws), and all other subject matter protected under patent (or which is not patented, but is subject matter that is protected under patent law), copyright, moral right, mask work, trademark, trade secret, or other laws, including without limitation all new or useful art, combinations, discoveries, formulae, manufacturing techniques, technical developments, systems, computer architecture, artwork, software, programming, applets, scripts, designs, processes, and methods of doing business. "Moral Rights" means any right to claim authorship of a work, any right to object to any distortion or other modification of a work, and any similar right, existing under the law of any country, or under any treaty.

1.2 "GSMLS Data" shall mean all data and information, including but not limited to all listings, listing information, user names and information, roster information, tax data, and digital images, contained on GSMLS's MLS System or obtained from GSMLS.

1.3 "Proprietary Rights" shall mean all contract rights and Intellectual Property rights in a work, including without limitation, copyrights, patents, trade secrets, trademarks, service marks, goodwill and all other Intellectual Property rights that may exist now and/or hereafter come into existence and all renewals or extensions thereof, derivative works created therefrom, regardless of whether such rights arise under the law of the United States or any other state, country or jurisdiction, and including any modifications, translations, adaptations, improvements, and accompanying printed materials.

2. Temporary Access To MLS System.

2.1 Temporary Access to GSMLS's MLS System. GSMLS shall make available to Vendor temporary access to the GSMLS MLS System for the sole purpose of providing Vendor with the ability to configure, test and program the software products identified in Exhibit A hereto (the "Software") for use by Authorized Users of GSMLS's MLS System. Vendor represents and agrees that the Software cannot be used to add to, delete from, modify, alter, or otherwise revise the information residing on GSMLS's database. Vendor further agrees that it will not store MLS Data on its servers or network equipment. Vendor further agrees that it will not maintain a permanent connection to the GSMLS MLS System. The duration of the Vendor's access to the GSMLS MLS System shall be at the sole discretion of GSMLS.

2.2. Interface. All third party vendor software programs used in conjunction with GSMLS's MLS System must be "RETS Compliant" and therefore must conform with the transaction standards from the Real Estate Data Interchange Standard: Real Estate Specification Version 1.0, dated October 1,2000. The RETS interface will be the only interface available to GSMLS's MLS System.

2.3. GSMLS's System Vendor. This agreement is subject to Vendor executing any confidentiality agreement required by GSMLS's System vendor. GSMLS's current system vendor is MarketLinx Solutions.

2.4. Changes To GSMLS MLS System. GSMLS periodically makes changes to its MLS System for maintenance or upgrade purposes. In the event any such change effects the ability of the Software to perform properly, and provided this Agreement has not been terminated, GSMLS shall provide Vendor with further temporary access to the GSMLS MLS System for the purpose of reconfiguring, testing and programming the Software.

2.5. Indemnification/Damages. Vendor hereby agrees to indemnify, and hold GSMLS harmless, with respect to any claims asserted against GSMLS with respect to the Software or with respect to Vendor's accessing of the GSMLS MLS System. Vendor also agrees to be responsible for any damage it causes to GSMLS's MLS System and agrees to pay GSMLS any costs GSMLS incurs, including its reasonable attorneys fees, in recovering its damages.

3. Confidential Information.

3.1 Acknowledgment of Confidentiality. Each party hereby acknowledges that it may receive confidential and proprietary information of the other party relating to the other party's products (including but not limited to functional and technical specifications of computer programs or equipment, designs, drawings, analysis, research, processes, computer program source codes, algorithms, methods, ideas, "know how", and the like) and business (including but not limited to sales and marketing research, business plans, customer lists, accounting and financial information, personnel records and the like), from which the owner thereof derives economic benefit from the fact that the information is not generally known or may suffer economic loss, embarrassment or other detriment if that information is improperly disclosed. Such information shall be deemed "Confidential Information" for the purposes of this Agreement. Confidential Information shall be deemed to belong to a party to this Agreement if it is owned by that party or if that information has been received by that party from a third party under an obligation not to disclose that Confidential Information. All written information that either party claims is its Confidential Information shall contain a legend stating that it is confidential. **Notwithstanding the foregoing, Vendor hereby acknowledges and agrees that all GSMLS Data is hereby deemed Confidential Information without the need to include a written confidentiality legend or the need to be orally identified as such.**

3.2 No Disclosure. Each party who receives Confidential Information of the other party (the "Recipient") agrees that it shall not disclose to any person by any means that Confidential Information except to the Recipient's employees or contractors having a need to know (and who are themselves bound by non-disclosure restrictions), and to such other persons as the other party may approve in writing, provided that all such persons shall have first executed a confidentiality agreement in a form acceptable to the party to whom the Confidential Information belongs. Each Recipient shall use at least the same degree of care in safeguarding the other party's Confidential Information as it uses in safeguarding its own confidential information. Except as expressly provided herein, the Recipient shall not: (i) alter, remove or destroy any proprietary, copyright, trademark or confidentiality legend from any Confidential Information; or (ii) disassemble, decompile, or reverse engineer the other party's Confidential Information, and any information obtained in violation of this provision shall be deemed Confidential Information belonging exclusively to the owner of the original material. No later than 10 days after the expiration or termination of this Agreement, each Recipient shall return all copies of the Confidential Information in the Recipient's possession, in whatever form or on whatever medium, to the other owner or conveyor thereof. **Vendor hereby acknowledges and agrees that it shall maintain the confidentiality of all GSMLS Data and further agrees that its use of GSMLS Data shall be limited to the configuring, testing and programming of its software programs.**

3.3 Disclosure By Law. If any Recipient is required by law or court order to disclose Confidential Information, the Recipient shall promptly notify the party to whom that Confidential Information belongs of this fact. The Recipient shall, at the request of the party to whom the Confidential Information belongs, file an appropriate motion for a protective order to prevent or limit the disclosure of that information.

3.4 No Use of Information. Each party agrees that it will only use the Confidential Information of the other party solely for the purposes of performing its obligations and protecting its rights under this Agreement, and that it shall not use that Confidential Information for any other commercial or other purpose without the prior written consent of the other party.

3.5 Excluded Information. For the purposes of this Agreement, Confidential Information shall not include: (i) information already known or independently developed by the Recipient other than pursuant to, or in violation of, this Agreement or any other agreement between the parties; (ii) information residing in the public domain through no wrongful act of the Recipient; or (iii) information the Recipient received from a third party who was under no obligation to refrain from disclosing it.

4. Proprietary Acknowledgements.

4.1. GSMLS Data. Vendor hereby acknowledges and agrees that GSMLS and/or its participants are the sole and exclusive owners of any and all rights, including all Intellectual Property rights and Proprietary Rights, in GSMLS Data in any and all formats regardless of where such GSMLS Data is located.

4.2. Vendor Products and Technology. GSMLS hereby acknowledges and agrees that Vendor holds all Proprietary Rights to the Software. Nothing in this Agreement conveys any current or future Proprietary Rights or Intellectual Property rights in the Software to GSMLS.

5. Fee.

5.1. Fee. There shall be no fee associated with this Agreement.

6. Term and Termination.

6.1. Term. This term of this Agreement shall commence on the Effective Date and shall continue in full force and effect until terminated by either party. Either party may terminate this Agreement, with or without cause, on thirty (30) days written notice. This Agreement may be terminated immediately by GSMLS in the event Vendor breaches any of its confidentiality or nondisclosure obligations.

6.2 Not Exclusive Remedy. The termination of this Agreement by GSMLS shall not limit or result in the waiver of any other right or remedy available to GSMLS for breach of this Agreement, nor shall termination of this Agreement be deemed the exclusive remedy available to GSMLS for such a breach. In the event of a breach of this Agreement by Vendor, Vendor shall be liable for any damages incurred by GSMLS, including its reasonable attorneys fees.

7. Miscellaneous.

7.1 Governing Law and Forum Selection. This Agreement shall be governed by and construed in accordance with the laws of New Jersey, without regard to any conflicts of law principles that would require the application of the laws of a different state. With respect to any litigation arising out of or relating to this Agreement, each party agrees that it shall be filed in and heard by the state or federal courts with jurisdiction to hear such suits located in Morris County, New Jersey.

7.2 Assignment. Neither party may assign this Agreement without the other party's written consent. Any attempt to assign this Agreement other than as permitted above shall be null and void.

7.3 Independent Contractors. The parties to this Agreement are independent contractors and nothing herein shall be construed as creating an employment, agency, franchise, joint venture or partnership relationship between the parties. Neither party shall have any right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability, or to otherwise bind, the other party.

7.4 Entire Agreement. This Agreement, including any exhibits attached hereto, constitutes the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes and amends, in its entirety, all prior or contemporaneous agreements, representations or understandings, whether oral or written, with respect to that subject matter.

7.5 Amendment; Waiver. This Agreement may be modified or amended only by a written agreement duly executed by each of the parties. No right of any party under this Agreement will be deemed to be waived unless that waiver is in a writing duly executed by the party who is alleged to have waived that right. No failure to exercise a right, or delay in exercising a right, shall operate as a waiver of that right.

7.6 Notices. All notices contemplated under this Agreement shall be in writing, shall be signed by the party delivering the notice, and shall be delivered either personally, by recognized overnight courier service (such as Federal Express, DHL or Airborne Express) with delivery charges paid by the sender, by first-class mail, postage prepaid, or by facsimile. Notices will be deemed given and received upon receipt by the party to whom notice is directed if delivered personally or by facsimile, upon the next business day after deposit with a recognized overnight courier service if sent via overnight courier. Notices shall be addressed to the persons and addresses set forth below or to such other address and person as the party to whom the notice is to be sent notifies the other.

7.7 Severability. In the event that any term, condition or provision of this Agreement is for any reason rendered void, all remaining terms, conditions and provisions shall remain and continue as valid and enforceable obligations of the parties hereto.

7.8 Survival. The provisions of Sections 1, 3, 4, 6. and 7, shall survive the expiration or earlier termination of this Agreement.

7.9 Headings. The titles, captions or heading of the Sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

7.10 No Publicity. Neither party shall issue any press releases regarding this Agreement without the other Party's prior written approval.

