

TRANSACTIONDESK SERVICES AND SUPPORT AGREEMENT

Concepts In Data Management U.S. Inc.

205 Oxford Street East
Suite 204
London, Ontario, N6A 5G6

(referred to in this Agreement
as "CDM")

Real Estate Industry Solutions, LLC

7025 Augusta National Drive
Orlando, FL 32822

(referred to in this Agreement
as "REIS")

Effective Date:

NOVEMBER 1ST 2008

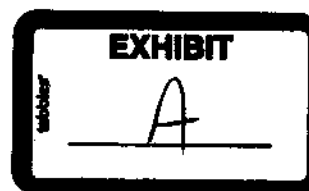
1. Background and Replacement of Prior agreements

This Agreement sets forth the terms and conditions under which CDM will furnish to REIS named above the Services (as hereinafter defined) to allow the members of the Florida Association of REALTORS ("FAR") to access and utilize CDM's TransactionDesk suite of services by way of internet access. By signing this Agreement, CDM agrees to provide the Services to REIS in accordance with and subject to the terms and conditions of this Agreement. By signing this Agreement, REIS agrees to accept such Services, and to pay the associated fees, all in accordance with the terms and conditions of this Agreement. This Agreement replaces and supersedes that certain Transactiondesk Joint Marketing and Support Agreement with an effective date of March 5th, 2006 (the "National Agreement"), and that certain TransactionDesk Services and Support Agreement with an effective date of October 30, 2005, both between CDM and REIS, both of which shall be of no further force or effect upon the parties' execution of the hold harmless agreement attached as Schedule D to this Agreement.

2. Definitions

(a) General: In this Agreement:

- (i) **"Agreement"** means this agreement and any Schedule, addendum or amendment signed by the parties hereto and which references this agreement;
- (ii) **"Business Days"** means every calendar day except Saturdays and Sundays; where performance is required by REIS or a Licensor or Member, business days shall also exclude US and REIS company holidays. Where performance is required by CDM, business days shall also exclude Canadian and Ontario official holidays. If the term "days" appears in this Agreement, it shall mean calendar days unless Business Days are specified.
- (iii) **"Confidential Information"** means proprietary information of either party, which information is not within the provisions of section 16(c) and which the Disclosing Party (as defined in section 16) delivers or communicates in



writing to the Receiving Party (as defined in section 16) as being "confidential information."

(iv) **"Data"** means any text, photos, documents, transmissions, images, files, databases and other information provided by an End User for use in connection with the Services.

(v) **"Forms"** mean any standard business forms that a Member provides to REIS or CDM for use in connection with the Services.

(vi) **"Materials"** means any materials or information of CDM used or employed in the provision of the Services;

(vii) **"Services"** means access to and use of the web-based transaction and document management solution suite of services offered by CDM, known as TransactionDesk, including the development of the application (being the creation, auto-population, monitoring and editing of contracts and forms through internet access utilizing CDM's Instanet Forms service, scheduling, monitoring and editing appointments, events and tasks, a contacts database, enabling third party viewing), application creation and hosting, support, maintenance, ongoing free unlimited web-based training and any other services to be provided by CDM pursuant to this Agreement.

(viii) **"System"** means, collectively, the server(s), software, Internet hosting services and all other components necessary to deliver the Services to End Users.

(b) Types of Users

(i) **"Licensor"** means REIS, FAR or any Member or Non-Member Purchaser who provides their proprietary business Forms to REIS and/or CDM for use in connection with the Services.

(ii) **"Authorized User"** means a Member or Non-Member Purchaser who is permitted to access and use blank Forms in connection with the Service in accordance with the license granted to CDM by a particular Licensor. The group of Authorized Users may vary depending on the Forms license provided to CDM.

(iii) **"Direct Access Subscriber"** means a Member who has entered into a separate license agreement to enable account access to the Services through that Member's website using a unique non-FAR identifier.

(iv) **"Members"** means FAR members in good standing, including local boards/associations, as well as multiple listing services in Florida that are owned or operated by one or more local board(s)/association(s) or Members.

(v) **"Non-Member Purchaser"** means a person or entity who purchases the Services where non-Member access to Forms is permitted by a Licensor.

(vi) **"Transaction Participant"** means a person who is not a Member or Non-Member Purchaser but who submits data, views data or otherwise uses or accesses the Services in connection with a Member transaction.

(vii) **"End User"** means anyone who is authorized to access or use the Services on a limited or unlimited basis, namely REIS, FAR, a Member, a Non-Member Purchaser or a Transaction Participant.

3. Schedules

The following Schedules attached to this Agreement are incorporated herein by reference:

- (a) Schedule A FAR Forms SubLicense
- (b) Schedule B Performance Standards
- (c) Schedule C Premium Pricing
- (d) Schedule D Hold Harmless Agreement
- (e) Appendix A Outstanding Accounts

4. Forms

(a) Licenses.

(i) **From REIS.** REIS hereby authorizes CDM to digitize or otherwise reproduce the FAR Forms listed in Schedule A, pursuant to the terms of Schedule A hereto.

(ii) **From Local Associations/Boards/MLSs.** REIS will acquire rights from Licensors who are local associations, boards, MLSs in Florida to reproduce and use local Forms in connection with the Services.

(iii) **From Brokerage Firms, Individual Members and Non-Members.** CDM will acquire rights from Licensors who are brokerage firms, individual Members or Non-Members to reproduce and use company Forms in connection with the Services. CDM will not post any Form without prior approval from the Form owner/author.

(iv) **Compliance.** CDM agrees to and represents that it will comply with all terms of a license agreement from a Licensors, including all restrictions and limitations on use of Forms or any other content or materials licensed thereunder. Under no circumstances will CDM resell, repackage, provide or allow access to a Licensors Forms to any third party, except in connection with REIS', a Member's, a Non-Member Purchaser or a Transaction Participant's authorized use of the Services, without the prior written consent of the Licensors. CDM shall not be responsible for a Member misusing any Form, but shall cooperate with REIS and the Licensors in investigating any claim that such Forms are being misused in a manner facilitated by the Services, including providing relevant audit trails and access logs. The termination provisions of all license agreements with Licensors and service agreements with local associations that are Members of FAR will provide that such licenses will terminate when this Agreement ends, unless the

Licensor opts to enter into a separate agreement with CDM that extends beyond such term on payment terms established by CDM and Licensor.

(b) **Form Programming.** Upon obtaining a license to permit use of Forms in the Services, CDM will work directly with each Licensor to program and revise the Forms to the Licensor's satisfaction.

(i) **PDF Format.** All Forms will be programmed in Adobe PDF format so that they can be viewed and used without the need for any additional software other than the free Adobe Reader® software.

(ii) **Initial Programming and Form Revisions.** Forms will be programmed and access granted to the Licensor to approve the programming within 3 business days (ending at 5:00 pm Central time of the third business day) from CDM's receipt of such Forms. The Licensor will have 7 calendar days ("Forms Approval Period") to approve the Forms programming; failure to provide affirmative approval or instructions to make corrections or changes within the Forms Approval Period will be deemed to be acceptance of the Forms as programmed. CDM will program the FAR Forms listed in Schedule A, as may be amended by REIS from time to time, at no charge. Programming fees CDM charges to Members will not exceed the amount specified on Schedule C and will only be charged for the actual number of pages on which a revision appears.

(iii) **Errors In Forms.** In the event REIS or a Licensor notifies CDM of an error in the Forms, CDM will correct such error within 1 business day.

(c) **Form Compilation and Access.** CDM shall compile the Forms, allow Members to access the application site and Services and make the Forms available to Members through internet browser access.

5. Hosting, Maintenance and Access Services

As part of the Services hereunder, CDM shall:

- (a) Host the application site;
- (b) Maintain the application site to the performance standards as defined Schedule B;
- (c) Create and maintain backup files of all Data on a daily basis, and will store and maintain such backup files off-site on a rolling basis for a period of at least 30 days.
- (d) Provide Member access to the Services as follows:
 - (i) **REIS Administrative Panel.** CDM will provide REIS with a link to the Services Login and Administration Panel pages for posting on the REIS website. The Administration Panel will provide REIS with an automated means of generating the reports specified in section 10.
 - (ii) **Through REIS and FAR Websites.** REIS and CDM will cooperate to accomplish a seamless real time login pass-through enabling Members

who have logged in to REIS or FAR websites to gain immediate access to their Service account. CDM will provide a means by which Members can access their accounts through TransactionDesk.com or alternate website as a backup to ensure that Members have access to the Services if the FAR site is down.

- (iii) **Through a Direct Access Subscriber Website.** CDM will provide the Service to Members who desire to link to the Service or frame it from their own web site without going through the REIS or FAR web sites ("Direct Access") provided that the application shall include a prominently placed REIS-designated graphic that registers the traffic to REIS' web site. Direct Access will be granted only to broker-Members and Local Associations and their MLS's through their password-protected company/member intranet. CDM may impose an additional time and materials charge on any broker or Local Association that, in addition to receiving Direct Access, also requests a seamless login pass-through feature from their website to the Service or other customized features. REIS and CDM will also cooperate with Direct Access Subscribers to create a uniform method of mapping the Direct Access Member ID to the FAR Member ID or REIS User ID so as to allow Authorized Users to access their account from either login point.

- (e) Provide Non-Member Purchaser and Transaction Participant access to the Services only to the extent authorized or invited by a Member, subject to Forms license agreements.

6. Technical Support Services

- (a) **By REIS.** REIS will provide level 1 technical support for the Service to Members through its Technology Helpline service pursuant to separate agreement with FAR. Level 1 technical support will include:

- (i) on-line live support chat;
- (ii) telephone on business days during the hours of 9:00 to 5:00, Monday through Friday, local time of its Members; and
- (iii) on-line live remote desktop capture support.

REIS is responsible for retaining sufficient staff or contractors to comply with its obligations to deliver the Member Support services as specified in this section

- (b) **By CDM.** CDM will provide the following support services:

- (i) Email and toll free telephone support during the hours of 9:00 to 6:00 Eastern time for Licensors regarding Forms programming, access matters, customized interfaces and other Licensor Issues;
- (ii) Toll-free live support for REIS technical support and project management personnel during the hours in which REIS provides Level 1 Member Support;

- (iii) Level 1 technical support for Non-Member Purchasers; and
- (iv) Level 2 technical support for Members who use the Services. Level 2 technical support will include:
 - (A) on-line live support chat known as Tech-Chat;
 - (B) telephone (during the hours of 9:00 to 6:00 Eastern time) and email support;
 - (C) on-line help documents;
 - (D) on-line live remote desktop capture support; and
 - (E) on-line technical support requests.

7. Services Delivery

- (a) CDM will deliver the Services in accordance with Schedule B. REIS will assign a project manager familiar with REIS' requirements to liaise with CDM regarding the Services, including such issues as product development needs, reports, billing, performance issues and cooperative efforts..
- (b) REIS is responsible for ensuring that all Services performed by CDM meet REIS's requirements. REIS will have 30 days following the performance of a Service to advise CDM, in writing, of any deficiency or non-conformance to the requirements of REIS. If no such notice is given to CDM, REIS will be deemed to have accepted the Service as performed.
- (c) If REIS reports a deficiency or non-conformance in any Service, CDM will diligently proceed to seek to correct the deficiency. REIS will be deemed to have accepted the Service once the reported deficiency is corrected to REIS' satisfaction.
- (d) CDM is responsible for retaining sufficient staff or contractors to comply with its obligations to deliver the Services as specified herein.

8. Services Enhancement

As part of the Services, CDM shall provide REIS at no additional cost with such periodic updates or enhancements to the Services that CDM generally makes available to its customers, as and when such updates or enhancements are available.

9. Data Use

- (a) **Member Database.** REIS will provide CDM with a list of all persons who are authorized by FAR to access and use the Services as Members, along with their FAR identification, NRDS number or other identifier to tie each individual Member to an account (the "Member Database"). REIS represents that it has obtained the right to

provide the Member Database and updates to CDM for use in connection with the Services. REIS grants to CDM during the Term of the Agreement a nonexclusive, limited license to use the Member Database and updates solely to verify membership, grant Members access to and use of the Services, to generate client reports and to conduct internal research and quality control efforts; provided any information that CDM desires to provide to a third party regarding use of the Services by Members must first be approved by REIS in writing. REIS retains all other rights, title and interest to the Member Database, and expressly prohibits sale, rental, licensing, sublicensing, repackaging or other commercial use of the Member Database by CDM. REIS will provide the Member Database in a mutually agreed upon format, and may continually update the Member Database. The update received will overwrite and replace the previously supplied Member Database in its entirety. Since REIS must obtain the Member Database from third party sources, REIS does not represent, warrant or guarantee that the Member Database will always be accurate, complete or up to date.

(b) Member Data. Data, other than the Member Database, will be considered as owned by and confidential to the Member who provided it or facilitated its entry into the System through conduct of a transaction utilizing the Services, except that REIS and CDM may use such Data as follows during the term of this Agreement:

(i) To compile and utilize such information for reporting as specified in section 10, internal research and development and internal quality control purposes. Such right may limit the use of personally identifiable information to internal dissemination and use by CDM and REIS.

(ii) To use non-personally identifiable information in promotions and documentation regarding use of the Service that may be disseminated to prospects, Members or the public.

(iii) To use data input regarding third party service providers for the purpose of soliciting such providers to advertise or join a preferred provider network in connection with the Services.

(iv) To store and host the Data on third party servers for back-up and disaster recovery purposes.

(c) Ownership. CDM acknowledges that all Data provided by REIS, Licensors and Members is the exclusive property of REIS and its Licensors and Members and nothing in this agreement shall be construed as transferring or assigning to CDM information contained in the Data or any proprietary rights or intellectual property rights in or to the Data contained therein. CDM shall acquire no right whatsoever, nor shall it assert any right, title or interest in or to all or any part of the Data except the right to use the Data in accordance with the terms of this Agreement, nor shall it assist others in doing so.

(d) Usage Restrictions. CDM shall not copy, assign, lend, sell, lease or otherwise dispose of or transfer the Data to any third party, or allow any party other than Authorized Users to utilize the Services, without the prior written approval of REIS. CDM agrees that its rights to use or allow the use of the Data are only as set out in the Agreement and that any use not specifically set forth in this Agreement is prohibited.

10. Reports; Research and Development

(a) **Reports.** CDM will create and provide REIS with direct access to the Data and log files via API or web service to generate reports detailing the nature of Data uploaded to the System or gathered through use of the Services relating to Members and their transactions, and to online use or access of the Services by End-Users. The results of all reports will be considered Confidential Information of REIS and may not be released by CDM without REIS' prior consent.

At minimum, the following reports will be available on a monthly and yearly basis:

- (i) Established Accounts – users (Member/Non-Member Purchasers), broker/admin accounts
- (ii) New Account Activations – by name, date, local association/MLS membership
- (iii) Logins, by time and day of week and by source (eg FAR website, Member website)
- (iv) Contracts e-mailed
- (v) Electronic PostMarks used – email, fax
- (vi) Electronic signatures without EPM
- (vii) Doc Box usage
- (viii) Top 20 documents used in a time frame, overall and by board
- (ix) # transactions started vs # completed
- (x) Volume of Quick Start folders
- (xi) Third party viewing and participation by category
- (xii) Other reports as needed, including Member ID, Logins, Forms, Transactions, Data and Authorized Users.

11. R&D; New Services

The parties will cooperate on efforts to interpret reports and translate statistics so as to be able to provide meaningful Service enhancements and customer support. REIS and CDM will cooperate in passing parameters and Data to facilitate further automation of the transaction and create supporting products to the Services. Either party may make direct integrations with Members (e.g. – local REALTOR® associations and Florida MLSs) for the purposes of single sign-on, MLS data import and other integrations that may be of benefit to Members. Each party will support these efforts of the other party by providing data that may be needed to perform these integrations, provided that (1) the cooperating party is not otherwise prohibited from

providing such data and (2) if programming or extraordinary costs are incurred in complying with a request, the requesting party will pay a reasonable fee for the service.

12. Publicity

Neither party may use the name of the other except with prior written approval of the other party. CDM may not use FAR's name without REIS' prior written approval. CDM and REIS will collaborate on a press release to announce their business relationship.

13. Most Favored Nation

In the event CDM enters into an agreement with any third party in similar circumstances to provide the Services, CDM agrees to extend to REIS pricing and terms no less favorable than it affords such third party(ies). CDM agrees to offer REIS identical or better pricing and terms within 10 days of granting more favorable terms to a third party.

14. Payment and Taxes; Term

In consideration of the provision of the Services, REIS agrees to pay CDM a monthly amount for each Member as of the first day of the said month. The number of Members on the first of each month shall be certified in writing by a senior officer of REIS to CDM by the fifth day of each month. At any time, and at its sole expense, CDM shall have the right to audit the Member roster records of REIS to confirm the number of Members. REIS shall pay the following amounts, per member, per month, together with any and all applicable taxes thereon:

- i. \$.3125 per month per Member for months one and two of this Agreement (equal to \$3.75 annually, per Member), except that the payment in month one shall be increased by \$19,024.43 being the amount calculated pursuant to Appendix A attached hereto.
- ii. \$.3333 per month per Member for months three through 14 of this Agreement (equal to \$4.00 annually, per Member).
- iii. \$.3542 per month per Member for Agreement months 15 through 26, of this Agreement (equal to \$4.25 annually, per Member).
- iv. \$.3666 per month per Member for months 27 through 38, of this Agreement (equal to \$4.40 annually, per Member).

For the purposes of this section 14, Member will be defined as any and all members of FAR who are members of FAR at the beginning of the pertinent billing month. Any payments not made when due shall bear interest at the rate of 10% per annum on all amounts outstanding from the date when such payment was due until the date payment in full is received by CDM.

The term of this Agreement shall commence on the Effective Date noted on page one of this Agreement and shall continue for a term of 38 months, unless terminated earlier in accordance with the terms of this Agreement. Notwithstanding the foregoing, REIS may terminate this Agreement effective as of the end of the 14th or 26th month of this Agreement to the extent that it does not receive funding approval for the Services set forth in this Agreement from FAR for the subsequent budget years, such termination to be effected by REIS providing written notice of termination to CDM at least 90 days prior to the end of the 14th or 26th month of this agreement.

15. Ownership of Materials

REIS acknowledges that any software, source code, object code, and programs, solely developed by CDM in connection with providing the Services to REIS, including the Materials and any modifications or improvements made thereto from time to time, whether such improvements or modifications are made by CDM or otherwise, are the exclusive property of CDM and nothing in this Agreement shall be construed as transferring to REIS any such proprietary rights or information. REIS shall acquire no right whatsoever to all or any part of the Materials except the right to use the Materials in accordance with the terms of this Agreement.

REIS shall not copy, assign, lend, sell, lease or otherwise dispose of or transfer to any third party the Materials, or allow any party other than Authorized Users to utilize the Services, without the prior written approval of CDM. REIS agrees that its rights to use or allow the use of the Materials are only as set out in this Agreement.

Likewise, CDM acknowledges that, as between CDM and REIS, any and all forms, software, object code, source code, programs, marketing collateral, speeches, business plans, materials, information and images solely developed by REIS or any Licensor or Member in connection with providing the Services (the "REIS Content"), are the exclusive property of REIS and nothing in this Agreement shall be construed as transferring to CDM any such proprietary or intellectual property rights in the REIS Content. CDM shall acquire no right whatsoever to all or any part of the forms or materials supplied by REIS except the right to use the REIS Content in accordance with the terms of this Agreement.

CDM acknowledges REIS' copyright, or interest in those materials not subject to the copyright laws, and shall not copy, assign, lend, sell, lease or otherwise dispose of or transfer to any third party these materials, or allow any party other than REIS and Members to utilize these materials in connection to the Services provided under this Agreement, without the prior written approval of the REIS. CDM agrees that its rights to use or allow the use of these materials are only as set out in this Agreement.

Any jointly developed marketing materials shall be owned jointly by CDM and REIS but used solely in connection with provision of the Services for REIS.

16. Confidential Information

- a) Each party (the "Receiving Party") agrees to hold all Confidential Information of the other party (the "Disclosing Party") in confidence and not to use any Confidential Information other than as expressly permitted by this Agreement. The Receiving Party

shall not disclose any Confidential Information of the Disclosing Party without the prior written consent of the Disclosing Party, other than to those employees, agents, subcontractors or representatives of the Receiving Party who have a need to know such Confidential Information for the purposes of carrying out its obligations under this Agreement.

(b) The Receiving Party agrees to take all actions reasonably requested by the Disclosing Party to protect the Disclosing Party's Confidential Information and to use the same degree of care to safeguard the Confidential Information as the Receiving Party uses for its own confidential information, but in any event not less than reasonable care.

(c) No obligations of confidence under this Agreement shall extend to information which is:

(i) publicly available;

(ii) independently developed by the Receiving Party;

(iii) already in the possession of the Receiving Party;

(iv) lawfully received from a third party on a non-confidential basis; or

(v) required to be disclosed by government or court order or other legal process, provided that the Receiving Party will promptly notify the Disclosing Party of such requirement and will take all reasonable steps to permit the Disclosing Party to prevent or limit such disclosure.

(d) Each party agrees not to reverse engineer, reverse assemble or reverse compile any software or other intellectual property owned by the Disclosing Party and utilized in providing the Services or any ecommerce component thereof and not to alter or remove any proprietary rights or copyright notice or identification which indicates a party's ownership of proprietary materials.

17. Representations.

(a) By CDM. CDM represents that it owns or has acquired all necessary license rights to use all software that is used by CDM to provide the Services to Authorized Users; that it employs a reasonable standard of care with regard to data security; that it has sufficient insurance to meet its indemnification obligations; that it backs up all Data on a daily basis; and that it has a disaster recovery plan that provides full redundancy for its operation of the Services.

(b) By REIS. REIS represents that it owns or has acquired all necessary license rights to use all forms or materials specified in paragraphs 4(a)(i) and (ii) hereof; that it owns or has properly licensed all trademarks and copyrighted materials used in connection with marketing collateral it creates; and that it has sufficient insurance to meet its indemnification obligations.

(c) By Both Parties. Each party represents that it has the right, power and authority to enter into this Agreement, and this Agreement does not contravene its governing documents nor any other agreement to which it is a party.

18. Warranty Disclaimer.

CDM warrants that it has full power and authority to grant the rights granted herein without the consent of any other person.

The warranty contained in this subsection is in lieu of all other warranties or conditions, express or implied, including but not limited to the implied warranties or conditions of merchantability, merchantable quality, durability, fitness for a particular purpose, and those arising by statute or otherwise in law or from the course of dealing or usage of trade. CDM does not represent or warrant that the Software will meet any or all of REIS' particular requirements, that the operation of the Software will operate error-free or uninterrupted and that all programming errors in the Software can be found in order to be corrected. REIS does not represent or warrant that the REIS and FAR website(s) through which Authorized Users may access the Services will operate error-free or uninterrupted or that all programming errors in such website(s) can be found in order to be corrected.

19. Copyright and Patent Infringement Disclaimer.

If any software or patent utilized by CDM in delivering the Services to the REIS is in CDM's opinion likely to or does become the subject of a claim for copyright or patent infringement, CDM, at its option, shall either modify the software or the patented process or article to render it non-infringing, acquire a license to permit the infringing use, defend the claim or, as a last resort in the event the alternative options would bankrupt CDM, terminate this Agreement upon six months', or such shorter period as necessary to comply with a the order of a court of competent jurisdiction, written notice to REIS. If requested by CDM, REIS shall give CDM complete authority, along with complete responsibility for costs and expenses, for the defense of any claim of copyright or patent infringement related to the delivery of the Services, and CDM shall indemnify and hold REIS harmless from any such infringement claims.

20. Limitation of Liabilities.

(a) Excluding its indemnification obligation below, each party's (the "Liable Party") liability for any damage, loss or cause, whether in contract or tort, including fundamental breach or negligence, shall be limited to the other party's direct damages and shall not exceed, in the aggregate, the amounts paid by the other party to the Liable Party in the preceding twelve month period under this Agreement with respect to the Services giving rise to the damages.

(b) In no event will either party be liable for any indirect, incidental, special or consequential damages suffered by the other party or any other person including, without limitation, any loss of revenues or profits, loss of data, loss of business opportunity or any claim against the party by any Member or third party, even if such party has been advised of the possibility or likelihood of such damages.

21. Indemnity

(a) CDM will indemnify and hold REIS harmless from and against all liabilities, losses, claims, damages, costs, suits, actions, orders, judgments and expenses including but not limited to counsel fees incurred at all levels in or about the defense of any such claim and investigation thereon, in connection with the claim of a third party related to the inability to use CDM's software or the Services, or from CDM's negligence or breach of this Agreement or any representation or warranty made herein, including but not limited to third party claims which, if true, would mean that a breach of this Agreement had occurred, or any other damage or loss in connection with the claim of a third party related to CDM's software or Services. REIS will give CDM prompt written notice of any such third party claims and will reasonably cooperate with CDM, at CDM's expense, in its defense. REIS has no right to settle any such claims unless CDM after receiving written notice of any such third party claim from REIS has refused carriage of such third party claim.

(b) REIS will indemnify and hold CDM harmless from and against all liabilities, losses, claims, damages, costs, suits, actions, orders, judgments and expenses including but not limited to counsel fees incurred at all levels in or about the defense of any such claim and investigation thereon, in connection with the claim of a third party related to marketing collateral it provides to Members regarding the Services, or from REIS' breach of this Agreement or any representation or warranty made herein, including but not limited to third party claims which, if true, would mean that a breach of this Agreement had occurred. CDM will give REIS prompt written notice of any such third party claims and will reasonably cooperate with REIS, at REIS' expense, in its defense. CDM has no right to settle any such claims unless REIS after receiving written notice of any such third party claim from CDM has refused carriage of such third party claim.

(c) Each party agrees to maintain insurance coverage in amounts reasonably contemplated to be sufficient to meet its indemnification obligations under this Agreement.

22. Insurance.

Each party agrees to maintain adequate general liability insurance to cover its indemnification obligations and operations. Each party shall furnish the other with a certificate of insurance evidencing such coverage and naming the other as an additional insured. Said certificate shall include a provision whereby notice must be received by the additional insured 10 days prior to coverage cancellation by either the primary insured or the insurer.

23. Force Majeure.

Neither party shall be liable for delay or failure in performance, other than payment of money, resulting from acts beyond the control of such party, including, but not limited, to acts of God, acts of war, acts of terrorism, fire, flood or other disaster, act of government, strike, lockout, communication line or power failures ("force majeure"). Neither party shall be liable for delay or failure in performance regarding failure, inoperability or destruction of any computer equipment

or software if such is due to an act of force majeure and a disaster recovery plan as specified in section 24 below is implemented in a manner that is reasonable under the circumstances. During any period of force majeure in which the Services are down (meaning that End Users cannot access and use the Services or can only use them intermittently due to System failure), REIS will be entitled to a credit equal to 1/365 of the per Member fee then in effect multiplied by the number of Members tallied in the most recent monthly billing report from REIS per day for each day Services are down beginning on the second day Services are down, such credit not to exceed amounts due under the Agreement.

24. Disaster Recovery.

Each party will provide the other with a plan for alternative communications to enable contact with each other in the event of an emergency. CDM's disaster recovery plan will provide total failover that allows transactions to be accessed within a reasonable time not to exceed 2 hours, though Data may need to be synchronized periodically. CDM will:

- (a) Keep up-to-date duplicate records of both computerized and written records.
- (b) Identify the critical business activities and the resources needed to support the Services in order to maintain customer service in the event CDM's offices are closed or otherwise inaccessible.
- (c) Provide for alternative facilities, equipment and supplies, and have contracts with qualified contractors to operate alternative facilities and repair the CDM facility. CDM may cross train REIS personnel on operation of the backup equipment to assist in the event CDM personnel are unavailable.
- (d) Set up an emergency response plan and train employees how to execute it.

25. Default; Termination.

A breach of this Agreement shall be deemed to have occurred when either party (the "defaulting party"):

- (a) breaches or fails to observe or perform any of the obligations set out in this Agreement, including but not limited to failure to pay any amount when due hereunder, and such breach or failure continues for 15 days after notice thereof is given by the non-defaulting party to the defaulting party; or
- (b) becomes insolvent, or makes an assignment for the general benefit of creditors, or any proceedings shall be commenced by or against such party under any bankruptcy or insolvency laws or proceedings for the appointment of a receiver, or receiver-manager or any other official with similar powers for a party are commenced, or if a party ceases to carry on business.

Upon the occurrence of any such default or breach by the defaulting party, the non-defaulting party shall have the right to suspend performance until the default is remedied or may immediately terminate this Agreement upon provision of written notice to the defaulting party, without in any way waiving, removing, limiting or in otherwise restricting

any legal or equitable remedy otherwise available to the non-defaulting attendant upon such breach or default.

26. Termination Assistance.

CDM agrees that upon the termination of this Agreement:

(a) CDM shall provide each Member who has an account to use the Services with written notice of Service termination and instructions on how to download their forms and transactions. The content of such written notice(s) shall be determined by REIS. CDM will send the written notice to Members via email and will place the notice prominently on the first page a Member would see after logging in to the Service.

(b) Upon REIS' written request, CDM will continue to provide all of the Services and allow Members to download their forms and transaction records, and REIS to download the Data, subsequent to the date of termination for a period not to exceed 3 months. REIS will pay CDM for such Services at the rates paid by REIS immediately prior to the date of termination, or in the case of early termination those rates which would have been in effect had the Agreement not been terminated prematurely.

27. Obligations Upon Termination.

Upon termination of this Agreement and the Termination Assistance Period in section 26(b), Member accounts shall be disabled and REIS shall immediately (i) cease to access the TransactionDesk service and to use any of the elements thereof, and (ii) return any and all of the Materials and copies thereof to CDM and shall provide CDM with a certificate of a senior officer of the REIS certifying such return and that no copies of the Materials, or any part thereof, in any form remain in the possession or control of REIS. In addition, CDM will cease using and will remove from its System all FAR Forms as listed in Schedule A as may be amended from time to time by REIS.

28. Sale of Additional Products

CDM offers products and services beyond the scope of the Services which may from time to time be of value and benefit to the REIS and/or Members. CDM may market these additional products and services directly to Members. CDM agrees that, for any purchases by REIS, in sufficient volume, of any additional products or services, it will sell such products or services to REIS at a reduced price below the applicable retail price. For any additional products or services purchased by REIS for the benefit of Members, CDM agrees not to offer same directly to Members of REIS. In lieu of a revenue share to REIS for additional products sold to Members, CDM will provide these additional products to Members at no more than the prices specified in Schedule C, or at the lowest price it makes those products available to any other CDM customer, whichever is less.

29. Assignment; Transfers; Right to Participate in Financing

This Agreement binds and inures to the benefit of the parties and their successors, assigns and legal representatives. For purposes of this section, the term "CDM" means CDM, its parents, subsidiaries and related entities. CDM may not assign or sublicense this Agreement or any right granted hereunder, in whole or in part, without REIS's prior written consent. However, REIS will not withhold this written consent unreasonably or without reason.

For purposes of this section, a transfer of 50% or more of the voting stock or assets, or profits interest, of CDM will be considered an assignment. The value of the assignment shall be based on the total amount of consideration provided by the assignee to CDM. Any assignment or transfer in violation of this paragraph will be void and REIS may, at its option, immediately terminate this Agreement upon written notice to CDM. In the event CDM desires to sell, assign or otherwise transfer any or all of its assets, stock or other ownership, voting or profit interest to a third party, CDM shall give REIS written notice describing the nature of the transaction, the party(ies) involved, anticipated change in management (whether in the short or long term) and anticipated changes in the Services being delivered under this Agreement. REIS will have 5 calendar days to review such notice ("Review Period"). No later than the end of the Review Period, REIS will deliver to CDM a notice that does one of the following:

- (a) Accepts the transfer; or
- (b) Terminates this Agreement within 120 days after the effective date of the transfer.

Any assignment or transfer in violation of this paragraph will be void.

30. Dispute Resolution.

(a) **Disclosure of Confidential Information; Misuse of Intellectual Property.** It is understood and agreed that money damages are not a sufficient remedy for any breach of Sections 9 or 16 by a party or its employees, officers, directors, representatives or agents and that the non-breaching party shall be entitled to seek injunctive relief as a remedy for any such breach. Such remedy shall not be deemed the exclusive remedy for any such breach of this Agreement, but shall be in addition to all other remedies available at law or in equity to the non-breaching party.

(b) **All Other Claims.** CDM and REIS hereby agree and stipulate that all claims, disputes and other matters in question between CDM, its officers, directors, agents, employees, attorneys (in their representative capacity) and REIS arising out of, or relating to this Agreement or the breach thereof will be submitted to mediation in Orlando, Orange County, Florida in accordance with the Mediation Rules of the National Arbitration Forum ("NAF"). If a mediated settlement cannot be reached, unresolved matters will be decided by binding arbitration by the NAF under the then current NAF Code of Procedure. The arbitrator shall have the right to award or include in his or her determination any relief that he or she deems proper in the circumstances, including without limitation, money damages (with interest on unpaid amounts from date due), specific performance and injunctive relief. The award and decision of the arbitrator shall be conclusive and binding upon all parties hereto and judgment upon the award may be entered in any court of competent jurisdiction, and each party agrees to institute and be bound by the provisions of any applicable limitation on the period of time in which arbitration proceedings must be commenced, and each agrees to file any compulsory counterclaim (as defined by Rule 13 of the Federal Rules of Civil Procedure) within thirty (30) days of the date of the filing of the claim to which it relates. Each party will pay its own costs and expenses associated with mediation and arbitration proceedings under this paragraph, and will equally split the mediator's and arbitrator's fees and the administrative costs of such proceedings.

(c) **Prevailing Party.** In any action or proceeding under this Section 31, the Prevailing Party shall be reimbursed by the other party for all costs and expenses (including, without limitation, reasonable attorneys' fees and costs at all levels) incurred in connection with such action or proceeding. The term "Prevailing Party" shall mean that party whose position is substantially upheld in a final judgment rendered in such arbitration or litigation, or, if the final judgment is appealed, that party whose position is substantially upheld by the decision of the final appellate body to consider the appeal.

31. General

(a) All notices hereunder shall be in writing and shall be duly given if delivered personally or sent by mail or by courier to the respective addresses of the parties appearing on page one of this Agreement. Any notice given shall be deemed to have been received on the date which it is delivered, or, if mailed, on the fifth business day next following the mailing thereof. Either party may change its address for notices by giving notice of such change as required in this clause (a).

(b) All monetary amounts referred to in this Agreement are in United States dollars.

(c) The provisions in Sections 2, 9(b), 9(c) and 9(d), 12, 15, 16, 17, 18, 20, 21, 26, 27, 30 and 31 and shall remain in force and effect after the termination of this Agreement.

(d) This Agreement and any subsequent written amendments signed by both parties, shall constitute the entire agreement between the parties hereto in respect of the subject matter of this Agreement.

(e) If any provision of this Agreement is declared by a Court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be severed from the Agreement and the other provisions shall remain in full force and effect.

(f) This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.

(g) This Agreement shall be governed by Florida law without reference to conflict of laws provisions. Venue shall be in the district courts of Orange County, Florida.

(h) No waiver by either party of a breach or a default hereunder shall be deemed a waiver by such party of any subsequent breach or default.

IN WITNESS WHEREOF both REIS and CDM have executed this Agreement, and this Agreement is effective, as of the Effective Date set out on page one of this Agreement.

CONCEPTS IN DATA MANAGEMENT U.S., INC.

Per: _____

Martin Scrocchi

Real Estate Industry Solutions, Inc.

Per: _____

John Fridlington, CEO

Schedule A - FAR Forms SubLicense

All capitalized terms, if not defined herein, will have the meaning provided in the Transaction Desk Services and Support Agreement between REIS and CDM (the "Agreement") to which this Schedule is attached.

1. Non-Exclusive License.

REIS is the exclusive licensor of forms produced by the Florida Association of REALTORS ("FAR") and the non-exclusive licensor of form produced jointly by FAR and The Florida Bar ("FAR/BAR"). REIS grants a non-exclusive sublicense to CDM for the sole purpose of electronically compiling and encrypting the blank FAR and FAR/BAR forms listed in Exhibit A (collectively referred to as "FAR Forms") for use by Authorized Users in connection with the Services, and to distribute the FAR forms through the Internet via download solely as part of and in connection with the Services. CDM does not have the right to make blank FAR forms individually accessible by the public from the Internet in any manner. REIS retains all other rights to the specified forms. **As a condition of granting this license, REIS requires that all FAR forms be encrypted in accordance with paragraph 5.A.**

LICENSOR grants a non-transferable, non-exclusive license without the right to sublicense (except as specifically provided herein) to LICENSEE to (a) reproduce, display, distribute and use the Forms solely as part of and in connection with the Product, provided that the Forms are secured from unauthorized access and use using commercially reasonable security methods and that the Forms are not available to the general public, through the Internet or otherwise, apart from the Product; (b) include the Forms in a secure Internet-based version of the Product; and (c) sublicense the Forms and the Product to end users solely for their internal business use (i.e. use by themselves, their employees and agents in the course of their conduct of real estate business and not by the general public), provided that sublicensees are prohibited from reproducing, reselling, repackaging or redistributing blank Forms to any third party. Making the Forms individually accessible from the Internet or other media other than within the Product as permitted by this Agreement is prohibited. LICENSOR retains all rights to the Forms not specifically granted in this paragraph, including the sole right to create derivative works. This license agreement is not an endorsement by LICENSOR of the Product.

2. Copyright.

The FAR forms are a proprietary product of FAR and are protected by copyright law. FAR retains title to and ownership in the FAR forms and has the right to change forms from time to time and to discontinue Forms. CDM acknowledges that the sub-sublicense extended to Authorized Users by this Agreement does not permit such persons to resell, repackage or redistribute blank FAR Forms to any third party.

3. REIS Responsibilities.

A. Forms. REIS will provide CDM with FAR Forms listed in Exhibit A, and with any subsequent updates to FAR Forms. REIS will promptly advise CDM if FAR revises or discontinues any of FAR Forms. REIS will make every effort to make form revisions become effective only on April 1 and October 1, unless otherwise required by law or the Code of Ethics.

B. Authorized Vendor List. Upon verification that the software property encrypts the FAR Forms pursuant to paragraph 4.e., REIS will send CDM a vendor certificate and place CDM on a list of vendors authorized to provide electronic versions of FAR Forms.

4. CDM Responsibilities.

A. Promotions. From time to time at LICENSOR's request, LICENSEE will send to LICENSOR samples of any advertising or promotional pieces that include LICENSOR's or the Owner's name. LICENSEE will in no event create the impression that LICENSOR or the Owner endorses or sponsors the Product, but mere promotion of the fact that the Product contains the Forms will not be deemed to create such an impression. If LICENSOR provides LICENSEE with a service partner logo, LICENSEE will place such logo on all promotions to the target market for the Product containing the Forms.

B. Disclosure of License.

(1) Statement of Ownership. LICENSEE shall include the statement of ownership appearing in Appendix A, or its substantial equivalent, in connection with the Product or on each form.

(2) Form User Identification. LICENSEE shall include the name or logo of the end user to whom its' Product is licensed on each Form printed from the Product. LICENSEE will also place the term "licensed to [LICENSEE]" so that it appears at the end of the copyright line in the lower left corner of each page of every Form printed using the Product. For example, the line may read "© 2005

[Owner name] All Rights Reserved, Licensed to LICENSEE and [customer Identifier].”

C. Form Integrity

- (1) Updates.** LICENSEE will implement changes or discontinue forms as LICENSOR directs, making updates available to end users as soon as practical.
- (2) Form Alterations.** Except as specified in paragraph 7(B) above and in Appendix A, LICENSEE is not authorized to change or permit any changes in text, format, graphics or other features of the Forms.
- (3) Errors.** If, subsequent to the sale of the Product, a party becomes aware of an unauthorized change or error in one or more Forms, the party discovering the change or error will notify the other party and Licensee will promptly correct it and will notify end users to download or otherwise access the corrected version of the Form.
- (4) Security.** LICENSEE shall use commercially reasonable means to secure the Forms from unauthorized access and alteration. Should a breach of the security of the Forms or Product occur, LICENSEE will immediately notify LICENSOR in writing, will comply with any applicable state or federal security breach notification laws and will use due diligence to correct the security problem before authorizing additional end users to access the Forms.

D. LICENSOR Account. Prior to promoting the Product containing Forms to the public, LICENSEE will provide LICENSOR with account access to the Product to verify that the Forms have been secured and are as otherwise provided in this Agreement. The account shall be kept active and LICENSOR shall retain access to the Product throughout the term of this Agreement.

E. Reports. LICENSEE will provide LICENSOR with a quarterly report containing the name, company (if purchased on behalf of a company), address and number of authorized end users under that purchaser's sublicense, of all end users who have purchased or are otherwise authorized to use the Product containing the Forms.

5. CDM Representations and Indemnification

- (1)** Blank or substantially blank Forms shall not be made available to the general public through Product features, downloads or otherwise, nor be made available in contravention of the terms of the license grant.

- (2) The text of the Forms contained in the Product is secure and cannot be altered, modified or successfully duplicated by end users. CDM understands that security of the Forms text and access to Forms is critical to REIS entering into this agreement.
- (3) It will comply with all applicable privacy and information security laws as well as commercially reasonable security measures together with all other laws, rules and regulations relevant to its business model, including but not limited to, the Gramm Leach Bliley Act, the CAN SPAM Act and any applicable state or federal security breach notification statute.
- (4) It has ownership and marketing rights to its Product and owns or has properly licensed all copyrights, trademarks and patents related to its Product.
- (5) It has the right, power and authority to enter into this Agreement, which does not contravene CDM's governing documents or any other agreement to which CDM is a party.
- (6) It will not provide access to the Product to any customer who indicates an intent to resell, repackage or redistribute one or more blank Forms printed from the Product to any third party. Upon receipt of notice that an end user is breaching the license agreement in this manner, CDM will take all reasonable steps, up to and including cutoff of access and litigation, to prevent such breach.

6. Warranty Disclaimer.

Neither REIS nor FAR warrant the performance or results that may be obtained by using the FAR Forms. FAR Forms are licensed "as is" without warranty as to their performance, merchantability or fitness for any particular purpose. Neither REIS nor FAR will be liable to CDM for any damages, including but not limited to lost profits and damages levied against CDM in a lawsuit by an End User, or other incidental or consequential damages arising out of the use, misuse or inability to use the FAR Forms, or for any claim by any other party.

Appendix A

1. FORMS STATEMENT OF OWNERSHIP

"FAR and FAR/BAR forms © [current year] Florida Association of REALTORS®. All rights reserved. The FAR and FAR/BAR forms included in this software are reproduced under a license agreement from Real Estate Industry Solutions LLC, licensing agent of the Florida Association of REALTORS®. This license agreement does not constitute an endorsement or

recommendation of this software by REIS or FAR. Blank forms may not be resold, repackaged or redistributed to any third party. Read your terms of service carefully."

2. AUTHORIZED ALTERATIONS

Pursuant to section 7.d. of the Agreement, REIS may make the following alterations to the Forms, along with any changes REIS authorizes in writing to CDM:

- A. User Name and Logo.** CDM will remove the colored bar from the top of the Form and replace the state of Florida located at the top of the form with a purchaser's name and logo. CDM may add a purchaser's name, address and phone number(s) at the top or bottom of any page(s); may place a purchaser's name on any otherwise blank line where the name of an escrow agent or real estate licensee should appear.
- B. Fill-in Areas; Strike-Throughs.** CDM may:
 - a. Create unlimited text fields for blank fields where logical, and remove line numbering to accommodate such text field expansion.
 - b. Place custom language in any clause containing blank lines for additional terms and may allow the user to expand contract fill-in areas to input appropriate text.
 - c. Break up comprehensive addenda into individual paragraph clauses for use in connection with a contract, provided that the text of such clauses is not altered.
 - d. Allow an end user to select and insert a preprinted clause in any clause containing blank lines for additional terms of the contract, provided that signature lines and portions of the addenda identifying the parties and property need not be duplicated if already contained elsewhere within the contract.
 - e. Allow users to strike through any portion of a Form provided the text is readable within the strikeout portion.
- C. Format.** CDM may change legal size forms to letter size forms, altering the page numbers, if any, as appropriate, and may alter header and footer margins and page breaks.

3. LIST AND DESCRIPTION OF FORMS

Commercial Forms

Commercial Contract (CC-2)

Use for sales of commercial property. It is not designed for use in complex transactions or in the sale of a business opportunity.

Commercial Contract: Optional Clauses (OC-4)

Contains supplemental clauses that a buyer and seller may want to add to the Commercial Contract. Each optional clause must be initialed by all parties for inclusion in the sales contract.

Designated Sales Associate (DS-5)

This form may be used in transactions other than residential sales where the buyer and seller have assets of one million dollars or more and wish the broker to designate salespersons to act as single agents for the buyers and sellers in the same transaction.

Exclusive Right of Sale Listing Agreement for Commercial Property (ERS-4cp)

A listing agreement for commercial property which the seller grants to the listing broker the sole right to sell the commercial property.

Escrow Forms

Monthly Reconciliation Statement Real Estate Trust Account (MSR-5)

Use monthly to reconcile all the broker's trust accounts which the broker should maintain for five years.

Monthly Reconciliation Statement Real Estate Trust Account Addendum (MSRA-1)

This form serves as an addendum to MSR-5. It may be used to report outstanding checks and deposits not credited in paragraph 2 of the MSR-5, and to report an itemized list of trust liability in paragraph 3 of the MSR-5. Can use as many of this form as needed.

Notice of Escrow Dispute/Good Faith Doubt (NED-6)

A form to be used by a broker to notify FREC that either the broker has received conflicting demands on a deposit in his/her escrow account or that the broker has good faith doubt as to which party is entitled to the escrow funds.

FAR Residential Contract and Addenda

FAR Residential Sale and Purchase Contract (FAR-9)

Use in residential transactions. This contract provides for arbitration of disputes.

FAR Residential Sale and Purchase Contract: Comprehensive Addendum (FARA-9)

Use this addendum to customize the FAR Residential Sale and Purchase Contract. It contains optional clauses that are most often needed in residential transactions.

FAR Residential Sale Contract, Various Translations

These are translations of the FAR Residential Sale and Purchase Contract and Comprehensive Addendum. The translations may **not** be used as

contracts; however, they may be used to familiarize clients and customers with the preprinted terms of documents written in English that they may be asked to sign.

Short Sale Addendum to Purchase and Sale Contract (SSA-2)

This form is to be attached to the purchase and sale contract. It establishes a contingency in the contract for approval of the seller's lender of the contract and HUD-1 settlement statement. It also establishes when the time periods under the contract begin and addresses delays in the short sale.

Vacant Land Contract (VAC-9)

This form provides the clauses needed to sell a parcel of residential or nonresidential unimproved property.

FAR/BAR Residential Contract and Addenda

Addendum to FAR/BAR Contract for Sale and Purchase (ACSP-2a)

Attach this form to any contract for sale and purchase when additional information or conditions of sale are to be added to the standard form.

Comprehensive Rider to the FAR/BAR Contract for Sale and Purchase (FBCR-9)

This form is designed to be used in conjunction with the FAR/BAR Contract for Sale and Purchase.

FAR/BAR As Is Contract for Sale and Purchase (FAR/BAR ASIS-2)

This form is to be used instead of the as is rider to the FAR/BAR contract. The form tracks the language contained the FAR/BAR as is rider. The form is to be used in as is sales where the buyer has the ability to cancel the contract if the buyer is not satisfied with the home inspection.

FAR/BAR Contract for Sale and Purchase (FAR/BAR-8)

Use in residential transactions.

Short Sale Addendum to Purchase and Sale Contract (SSA-2)

This form is to be attached to the purchase and sale contract. It establishes a contingency in the contract for approval of the seller's lender of the contract and HUD-1 settlement statement. It also establishes when the time periods under the contract begin and addresses delays in the short sale.

Leases, Contracts to Lease and Supplements

Contract to Lease (CL-2x)

This contract functions to memorialize the terms and conditions which a prospective landlord and tenant agree to include in a lease to be signed and delivered in the future.

Residential Lease for Apartment or Unit in Multi-Family Rental Housing (other than a duplex) Including a Mobile Home (for a term not to exceed one year) (RLAU-1x)

This lease form, approved by the Florida Supreme Court for completion by nonlawyers, incorporates the Florida Landlord-Tenant Act into a lease for

units in multi-family housing and mobile homes. Do not use this form for commercial, agricultural or other types of residential property.

Residential Lease for Single-Family Home and Duplex (for a term not to exceed one year) (RLHD-2)

A lease form approved by the Florida Supreme Court for completion by nonlawyers. This form incorporates the Florida Landlord-Tenant Act into a lease to be used for renting a single-family home or duplex. Do not use this form for renting commercial, agricultural or other types of residential property.

Residential Lease for Unit in Condominium or Cooperative (for a term not to exceed one year) (RLCC-1x)

A lease form approved by the Florida Supreme Court for completion by nonlawyers. Use this in connection with renting a condo or co-op unit for a term of no more than one year. Do not use this form for commercial, agricultural or other types of residential property.

Listing, Brokerage Disclosures and Commission Forms

Brokerage Relationship Disclosure - single agent (BRD-6sa)

This form contains the required language to disclose the licensee's status as single agent.

Brokerage Relationship Disclosure - transition from single agent to transaction broker (BRD-7tnx)

This form is to be used where the agent is acting as single agent and obtains consent from the seller or buyer to represent the other party in the transaction on a transaction broker capacity in the event of an in-house deal.

Commission Agreement (CA-4)

An agreement (similar to a one-time showing agreement) to be signed by a seller who does not have his/her property listed but is willing to pay commission to the named broker if the buyer/tenant named on the agreement purchases or leases the property.

Exclusive Brokerage Listing Agreement (EBLA-4x)

This is a listing agreement in which the seller authorizes the listing broker to sell the property and to offer cooperation to other agents and/or transaction brokers but also reserves the right to sell the property himself/herself.

Exclusive Buyer Brokerage Agreement (EBBA-4x)

This form may be used when a broker wishes to act as a buyer's agent and be paid commission by the buyer. It establishes an exclusive representation with a buyer and provides for a retainer fee and contains a limitation of the agent's liability with respect to tax, legal, environmental, engineering or other specialized advice.

Exclusive Right of Sale Listing Agreement - nonrepresentation (ERS-9nrx)

This form is a listing agreement in which the seller grants to the listing broker the sole right to sell the property, including the right to cooperate with buyer's agents and transaction brokers.

Exclusive Right of Sale Listing Agreement - single agent (ERS-11sax)

This form is a listing agreement in which the seller grants to the listing broker the sole right to sell the property, including the right to cooperate with subagents, buyer's agents, transactions brokers and nonrepresentatives. The form also includes the statutory required single agency duties.

Exclusive Right of Sale Listing Agreement - transaction broker (ERS-12tb)

This form is a listing agreement in which the seller grants to the listing broker the sole right to sell the property, including the right to offer compensation to subagents, buyer's agents, transactions brokers and nonrepresentatives. It also contains the statutory required transaction broker duties.

Exclusive Right of Sale Listing Agreement - transition from single agent to transaction broker (ERS-12tnx)

This form is a listing agreement in which the seller grants to the listing broker the sole right to sell the property, including the right to offer compensation to subagents, buyer's agents, transaction brokers and nonrepresentatives. It also contains single and transaction broker duties as well as the consent to transition to transaction broker.

Exclusive Right to Lease Agreement (ERL-6)

A listing in which the seller gives the listing broker the sole right to lease a particular property.

Limited Service Agreement (LSLA-1x)

This form provides a listing agreement in which seller gives the listing broker the right to put the property in the MLS and to offer compensation to cooperating brokers.

Modification to Listing Agreement (MLA-2)

This form is for use with any FAR listing agreement to extend the listing or provide for termination of the listing before its expiration date.

No Brokerage Relationship Disclosure (BRD-3nbr)

This form contains the statutory agency duties in a no brokerage relationship.

Referral Agreement (RA-2)

An agreement between two brokers, whereby one broker agrees to pay a referral fee to the other for referring a prospect. In order for the referring broker to receive a referral fee, the prospect must actually enter into a real estate contract and a real estate brokerage fee must have been paid.

Short Sale Addendum to Exclusive Right of Sale Listing Agreement (ERSA-1)

This form is to be used in conjunction with the Exclusive Right of Sale Listing

Agreement if the seller is in default of loan or lien obligations and the net sale proceeds after payment of customary closings costs are insufficient to pay outstanding mortgage or other liens in full at closing. The purpose of the form is to advise seller of his/her obligations in the short sale.

Showing Agreement (SA-3x)

This agreement may be used to create a buyer's commission agreement based on a one-time showing of property.

Sinkhole Disclosure (SD-1)

This form contains the disclosure required by law whether the seller has knowledge of sinkhole problems or related insurance claims.

Miscellaneous Contract Addenda and Supplements

Buyer's Affidavit for FIRPTA Withholding Exemption (BAWE-2)

This certification form may be used when the parties to a transaction wish to establish an exemption from the Foreign Investment In Real Property Tax Act (FIRPTA) tax-withholding requirement based on the price of the home and the fact that the buyer intends to reside in the home.

Buyer's Disclosure Statement (BDS-1x)

This form is designed to assist the seller in evaluating the buyer's ability to purchase wherein the buyer provides status on his/her personal residence, whether the buyer must obtain financing in order to purchase the property.

Coastal Construction Control Line Affidavit (CCCLA-1)

This form is to be used if the property is partially or totally seaward of the coastal construction control line and the buyer does not waive his/her legal right to receive an affidavit or survey delineating the coastal construction control line.

Complying with the Lead-Based Paint Law: Licensee Notice to Seller/Landlord (LBPL-1x)

This form contains a description of the duties of sellers and landlords under the federal Lead-Based Paint Law and regulations.

Condominium Disclosure Statement (CD-1)

This form is designed to allow the seller to disclose facts relating to the condition of the condominium property and to disclose defects or facts that materially affect the value of the property which are not readily observable by or known to the buyer. It also allows the seller to disclose known facts regarding alterations to the common elements, condominium fees and other issues related to the condominium. Though this disclosure is not required to be given in writing, this form aids the seller in disclosing latent facts that materially affect the value of the property. It should be used instead of the Seller's Real Property Disclosure (SRPD) statement.

Counter offer (CO-2)

To be used as an addendum to a contract for sale and purchase. This form

provides check boxes so that sellers or buyers may specify the terms and conditions of their counter offer, and it provides for acceptance of the counter offer within a number of hours rather than days.

Lead-Based Paint Warning Statement (LBPS-2x)

This form contains the language HUD requires to be in sales contracts for properties built before 1978. The buyer must sign this form on or before the date he/she signs the sales contract.

Lead-Based Paint Warning Statement for Rental Housing (LBPR-1x)

This form contains the federally mandated language for leases of property built before 1978. There are various circumstances where this form is not required to be given.

Mold Inspection Addendum to Contract (MIAC-1)

This is a form to be used if buyer desires to perform a mold inspection. The Addendum allows the buyer to cancel the contract if the cost to remediate and/or repair the property exceeds a predetermined amount.

Notice to Association (NTA-2)

This form serves as notice to the association governing body that the licensee is authorized to receive the indicated information on behalf of the property owner/shareholder.

Receipt of Condominium Documents (RCD-4)

This form should be used by a buyer to acknowledge (by signing the form) that the buyer received the condominium documents.

Release and Cancellation of Contract for Sale and Purchase (RC-3x)

This form may be used when a buyer and seller agree to cancel a sale contract or when a contingency fails and the contract automatically terminates. This form also releases the buyer and seller and the brokers from all further liability under the contract.

Seller's Mold Addendum to Disclosure (SMAD-1)

This form is to be used if seller is not filling out a Seller's Real Property Disclosure Statement (SRPD-3). It allows the seller to disclose mold and other substances, such as asbestos, radon gas, or urea formaldehyde.

Seller's Real Property Disclosure Statement (SRPD-3x)

This form is designed to allow the seller to disclose facts relating to the condition of the property and to disclose defects or facts that materially affect the value of the property but which are not readily observable by or known to the buyer. Though this disclosure is not required to be given in writing, this form aids the seller in disclosing latent facts that materially affects the value of the property.

Sexual Offender Disclosure (SOD-2)

This form is to disclose to a buyer who is concerned about sexual offenders/sexual predators living in the community of the property to be purchased the FDLE website and phone number.

Vacant Land Disclosure Statement (VLDS-1)

This form is designed to allow the seller to disclose facts relating to the vacant land and to disclose defects or facts that materially affect the value of the property which are not readily observable by or known to the buyer. It should be used instead of the Seller's Real Property Disclosure (SRPD) statement.

Office Management Forms

FREC Audit Checklist (FAC-1)

This is a list of items a FREC Investigator would be seeking in an audit.

Independent Contractor Agreement between Broker and Associate (ICA-5x)

A written agreement between a broker and an associate that defines their obligations to each other. It includes provisions regarding fees.

Property Management/Eviction Forms

Exclusive Property Management Agreement (EPM-5x)

An agreement in which a property owner authorizes an agent to manage the owner's property. Use this in conjunction with the Exclusive Right to Lease Contract if the property manager wishes to secure a tenant for the property.

Notice from Landlord to Tenant – Termination for Failure to Pay Rent (FPR-3)

This is a three-day notice approved by the Florida Supreme Court for completion by non-lawyers who assist a landlord in demanding payment for late rent.

Notice from Landlord to Tenant – Termination for Non-Compliance other than Failure to Pay Rent (TNC-3)

This is a seven-day notice to the tenant to remedy a noncompliance with F.S. 83.52, material provisions of the rental agreement or reasonable rules and regulations. The form was approved by the Florida Supreme Court for use by non-lawyers.

Notice from Tenant to Landlord – Termination for Failure of Landlord to Maintain Premises as Required by Florida Statute 83.51(1) or Material Provisions of the Rental Agreement (TFMP-3)

The Florida Supreme Court approved this form for use by non-lawyers who assist tenants who wish to terminate a lease if the landlord fails, within seven days after the notice is sent, to comply with maintenance requirements of the lease agreement and F.S. 83.51(1).

Notice from Tenant to Landlord – Withholding Rent for Failure of Landlord to Maintain Premises as Required by Florida Statute 83.51(1) or Material Provisions of the Rental Agreement (WFMP-4)

The Florida Supreme Court approved this form for use by non-lawyers assisting tenants who wish to withhold rent from a landlord who fails, within seven days after notice is sent, to comply with maintenance requirements of the lease agreement and F.S. 83.51(1).

Notice of Intention to Impose Claim on Security Deposit (CSD-4)

This notice, required by F.S. 83.49(3), informs tenant of landlord's intention to impose a claim on the tenant's security deposit.

Notice of Right to Reclaim Abandoned Property (NRAP-3)

This form contains statutory notices to be given when property is abandoned by a tenant. This form contains both the notice to former tenants and the notice to property owners other than former tenants and instructions for delivery.

Schedule B

Performance Standards

In connection with providing the Services, CDM will:

Maintain 99% web site uptime for the Service, meaning that End Users of the Services must have http access and use of the services for at least 166.32 hours in any seven day period, less down time for scheduled routine maintenance between the hours of 12:00 midnight and 6:00 am Eastern ("Web Site Availability"); CDM will provide REIS with a server log report each quarter, or upon a written request from REIS covering one or more particular months, noting uptime/problems and resolutions.

(a) Credits. If Web Site Availability is less than 99% in a particular month, CDM will credit the following month's service fee as follows:

- 95% to 98.9% uptime = 5% credit
- 90% to 94.9% uptime = 10% credit
- 89.9% or below uptime = 25% credit

An additional credit will be issued for the following occurrences:

The total credit will not exceed 100% of the Service Fee for any one month. REIS must request such credit via e-mail to CDM within ten (10) business days after the end of a calendar month. Credits will usually be applied on the next monthly invoice.

(b) Limitations. Credits will not be provided to REIS if reduced Web Site Availability results from (i) scheduled maintenance as performed from time to time by CDM during the hours of 12:00 am – 6:00 am Eastern, (ii) End User behavior or the performance or failure of REIS/End User equipment, facilities or applications, or (iii) circumstances beyond CDM's reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of interruption or delay in telecommunications or third party services (including DNS propagation), failure of third party software or hardware or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of the Web Sites.

(a)

Schedule routine maintenance to occur only during the hours of 12:00 midnight through 6:00 am Eastern time.

Configure the System with a redundant capability so that any one hardware or system failure will not result in unavailability of the Services.

Provide web-based training as part of the Services, and live training as requested by Members (at CDM's cost or on a Member-paid basis). This shall not preclude REIS from also offering training on the Services at its option.

Schedule C – CDM Premium Services Pricing

In addition to the Services, CDM will make the following additional products, features and customizations available at the pricing indicated.

- Custom Office/Brokerage firm form programming fees
 - \$50/page for new forms and each page of a form that is revised
- Local Association form programming fees
 - \$50/page for each page of a form that is revised (no charge for new forms)
- Links or integration with a company website, association website or MLS website
 - \$1000/month in Florida includes login and "Write a Contract", Transaction auto-population and Tax roll auto-population
 - \$750/month in Florida for login only
- Unlimited Faxing and Storage for local FAR associations, boards and MLSs
 - Pricing to be determined by member count size of local association, board or MLS
 - Includes Links or integration company website, association website or MLS website
- CD Rom version FOLG (no CD version of TD)
 - Members
 - \$79
 - \$299 for network version (install on one network server either peer-to-peer or LAN)
 - \$999 for office version (unlimited CD installs at one physical office location)
 - Non-members
 - \$160
 - \$599 for network version (install on one network server either peer-to-peer or LAN)
 - \$1399 (unlimited installs at one physical office location) for non-members
- Online FOLG – non-members
 - \$99
- Online TD – non-members
 - \$299
- Online Transaction Coordinator add-on to Online TD (includes web-based management of accounts + reporting capabilities)
 - Members:
 - \$299/user for 1-4 users
 - \$225/user for 5-10 users
 - \$189/user for 10+ users
 - Non-members:
 - \$499/user for 1-4 users
 - \$375/user for 5-10 users
 - \$280/user for 10+ users
- Authentisign Service – (Includes EPMs)

- 1 - \$5
 - 10 - \$39
 - Unlimited \$129/year
- Electronic Post Marks
 - 1 EPM - \$1
 - 10 EPM - \$8
 - 50 EPM - \$30
- Unlimited Faxing add-on to TransactionDesk Service
 - \$99/yr Service
- Additional Online Storage for individual TransactionDesk accounts only
 - \$25 for 25 Mg
 - \$59 unlimited storage

providing such data and (2) if programming or extraordinary costs are incurred in complying with a request, the requesting party will pay a reasonable fee for the service.

12. Publicity

Neither party may use the name of the other except with prior written approval of the other party. CDM may not use FAR's name without REIS' prior written approval. CDM and REIS will collaborate on a press release to announce their business relationship.

13. Most Favored Nation

In the event CDM enters into an agreement with any third party in similar circumstances to provide the Services, CDM agrees to extend to REIS pricing and terms no less favorable than it affords such third party(ies). CDM agrees to offer REIS identical or better pricing and terms within 10 days of granting more favorable terms to a third party.

14. Payment and Taxes; Term

In consideration of the provision of the Services, REIS agrees to pay CDM a monthly amount for each Member as of the first day of the said month. The number of Members on the first of each month shall be certified in writing by a senior officer of REIS to CDM by the fifth day of each month. At any time, and at its sole expense, CDM shall have the right to audit the Member roster records of REIS to confirm the number of Members. REIS shall pay the following amounts, per member, per month, together with any and all applicable taxes thereon:

- I. \$3125 per month per Member for months one and two of this Agreement (equal to \$3.75 annually, per Member), except that the payment in month one shall be increased by \$19,024.43 being the amount calculated pursuant to Appendix A attached hereto.
- II. \$.3333 per month per Member for months three through 14 of this Agreement (equal to \$4.00 annually, per Member).
- III. \$.3642 per month per Member for Agreement months 15 through 26, of this Agreement (equal to \$4.25 annually, per Member).
- IV. \$.3666 per month per Member for months 27 through 38, of this Agreement (equal to \$4.40 annually, per Member).

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For the purposes of this section 14, Member will be defined as any and all members of FAR who are members of FAR at the beginning of the pertinent billing month. Any payments not made when due shall bear interest at the rate of 10% per annum on all amounts outstanding from the date when such payment was due until the date payment in full is received by CDM.

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Appendix A
Outstanding Accounts

Outstanding Accounts Owed to CDM by REIS

CDM INVOICE #401730	\$ 935.85
CDM INVOICE #401763	\$ 5000.00
CDM INVOICE #401764	\$ 5688.38
CDM INVOICE #401792	\$ 39751.25
CDM INVOICE #401807	\$ 1370.00
Total	\$ 52,745.28

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#401461 \$ 3805.76
CDM INVOICE #401628 \$
4078.01
CDM INVOICE #401722 \$
897.28

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Outstanding Accounts Owed to REIS by CDM

CDM One time payment as consideration for nullifying the National Agreement	\$ 10000.00
CDM September Royalties	\$ 10,488.58
CDM October Royalties	\$ 10,274.76
REIS Invoice #069677	\$ 2098.51
REIS Invoice #069678	\$ 861.00
Total	\$ 33,720.85

Deleted: CDM October Royalties
\$ 8670.39
CDM October Tech
Helping \$ 1804.37

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between Latin and Asian text, Adjust
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numbers

Difference owing to CDM by REIS \$18,024.43

Notwithstanding the terms contained in this Hold Harmless Agreement, the Parties agree to provide any outstanding amounts owed by either party to the other through October 31, 2008.

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CDM October Royalties	\$ 10,274.76
REIS Invoice #089877	\$ 2098.51
REIS Invoice #089878	\$ 861.00
Total	\$ 33,720.85
Difference owing to CDM by REIS	\$ 19,024.43

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Hotline . . . \$ 1604.37

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Notwithstanding the terms contained in this Hold Harmless Agreement, the Parties agree to provide any outstanding amounts owed by either party to the other through October 31, 2008.

HOLD HARMLESS AGREEMENT

As a condition of the TRANSACTIONDESK SERVICES AND SUPPORT AGREEMENT entered into between Concepts In Data Management U.S. Inc. ("CDM") and Real Estate Industry Solutions, Inc. ("REIS"), with an effective date of NOVEMBER 1ST, 2008, CDM and REIS hereby mutually RELEASE, INDEMNIFY, AND HOLD HARMLESS each other from and against any claims, demands, actions, liens, rights, subrogated or contribution interests, debts, liabilities, judgments, costs, and attorney's fees, arising out of, or alleged to have been caused by, claimed on account of, or in any manner predicated upon the obligations and activities arising from the TransactionDesk Joint Marketing and Support Agreement with an effective date of March 5th, 2006 (the "National Agreement"), and the TransactionDesk Services and Support Agreement with an effective date of October 30, 2005, both between CDM and REIS, including any loss or damages which may occur even where that loss or damage, is caused or alleged to have been caused by or contributed to, in any manner, by either party, or caused or alleged to have been caused by, or on account of, or through any negligence or alleged negligence of either of the parties, or through any act, omission or fault or alleged act, omission or fault of the parties, their employees, subcontractors, consultants or agents.

Notwithstanding the foregoing, this Hold Harmless Agreement, and the release contained herein, shall not apply with respect to those outstanding accounts between the parties set out on Appendix A attached hereto, and the obligations to pay such accounts survive the execution of this Hold Harmless Agreement.

IN WITNESS WHEREOF both REIS and CDM have executed this Hold Harmless Agreement this ____ day of NOVEMBER 7th 2008.

CONCEPTS IN DATA MANAGEMENT U.S. INC.

Per: 

Martin Scrocchi

Real Estate Industry Solutions, Inc.

Per: 

John Fridlington, CEO

- 2 -

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Total	\$ 33,720.85
Difference owing to CDM by REIS	\$ 18,024.43

Notwithstanding the terms contained in this Hold Harmless Agreement, the Parties agree to provide any outstanding amounts owed by either party to the other through October 31, 2008.