

INSTRUCTIONS FOR RETS IDX AGREEMENT

The following document is an agreement that specifies the terms and conditions pursuant to which Sandicor, Inc. (“Sandicor”) will grant you access to a portion of Sandicor’s confidential regional multiple listing service data (the “Data”). There are three types of people or entities that may gain access to the Data pursuant to this agreement: (1) Broker Participants of Sandicor (“Brokers”); (2) Agent licensees affiliated with a Broker/Corporate license (“Agents”); and (3) Consultants (“Consultants”) who assist Brokers and/or Agents in setting up and maintaining a web site that incorporates or otherwise displays any portion of the Data. A separate signature page is provided for each of the foregoing people or entities. **Please read and follow the appropriate instructions below:**

IF YOU ARE A BROKER SIGNING THE AGREEMENT FOR THE FIRST TIME:

1. Print the agreement and locate the pages titled “BROKER/AGENT SIGNATURE PAGE” and “AFFILIATED AGENTS PAGE”;
2. Discard the pages titled “CONSULTANT SIGNATURE PAGE” and “CONSULTANT DATA ACCESS SETUP”;
3. Read the agreement and, if you agree to the terms and conditions, fill in the requested information on the “BROKER/AGENT SIGNATURE PAGE” and, if applicable, the “AFFILIATED AGENTS PAGE” and sign each page where indicated;
4. Return only the single “BROKER/AGENT SIGNATURE PAGE” and, if applicable, the “AFFILIATED AGENTS PAGE” to SANDICOR. DO NOT return the entire agreement to SANDICOR.

IF YOU ARE A BROKER WHO HAS PREVIOUSLY SIGNED THIS AGREEMENT BUT NOW WISHES TO ALLOW ONE OR MORE OF YOUR AGENTS TO UTILIZE THE CONSULTANT NAMED HEREIN:

1. Print the agreement and locate the page titled “AFFILIATED AGENTS PAGE”;
2. Discard the pages titled “BROKER/AGENT SIGNATURE PAGE,” “and “CONSULTANT SIGNATURE PAGE”;
3. If you wish to allow any Agents affiliated with your Broker/Corporate license to utilize the services of the Consultant, fill in all of the information requested on the “AFFILIATED AGENTS PAGE” and sign the page where indicated;
4. Return only the single “AFFILIATED AGENTS PAGE” to SANDICOR. DO NOT return the entire agreement to SANDICOR.

IF YOU ARE AN AGENT:

1. Print the agreement and locate the page titled “BROKER/AGENT SIGNATURE PAGE” and “AFFILIATED AGENTS PAGE”

2. If your broker has previously signed the “BROKER/AGENT SIGNATURE PAGE” for the consultant named in this agreement, discard the pages titled “BROKER/AGENT SIGNATURE PAGE” and the “CONSULTANT SIGNATURE PAGE”;
 - a. Read the agreement and, if you agree to the terms and conditions, fill in the requested information and sign the “AFFILIATED AGENTS PAGE”;
 - b. Return **only** the single “AFFILIATED AGENTS PAGE” to SANDICOR. **DO NOT** return the entire agreement to SANDICOR.
3. If your broker has not previously signed the “BROKER/AGENT SIGNATURE PAGE”, discard the pages titled “AFFILIATED AGENTS PAGE” and the “CONSULTANT SIGNATURE PAGE”;
 - a. Read the agreement, and if you and your broker agree to the terms and conditions, both of you are to fill in the requested information and sign the BROKER/AGENT SIGNATURE PAGE”;
 - b. Return **only** the single “BROKER/AGENT SIGNATURE PAGE” to SANDICOR. **DO NOT** return the entire agreement to SANDICOR.
4. Please note that in order for you, an Agent, to be granted access, the Broker with whom you are affiliated, must have listed you on either the “BROKER/AGENT SIGNATURE PAGE” or the “AFFILIATED AGENTS PAGE” as provided to SANDICOR.

IF YOU ARE A CONSULTANT:

1. You need only sign the agreement and submit the signature page to SANDICOR **once** no matter how many Brokers or Agents you assist in connection with the Data;
2. Print the agreement and locate the pages titled “CONSULTANT SIGNATURE PAGE” and “CONSULTANT DATA ACCESS SETUP PAGE.”;
3. Read the agreement and the additional conditions set forth on the “CONSULTANT SIGNATURE PAGE” and “CONSULTANT DATA ACCESS SETUP PAGE.” If you agree to the terms and conditions, fill in the information requested and sign and date the “CONSULTANT SIGNATURE PAGE.” Please read the additional conditions set forth on the “CONSULTANT SIGNATURE PAGE” carefully. Failure to strictly adhere to those conditions may result in immediate loss of access to the Data resulting in your inability to service **all** of your existing customers whether or not those customers are authorized to receive the Data;
4. Complete the “CONSULTANT DATA ACCESS SETUP PAGE” including preparing the list of Data that you wish to download as directed on that page;
5. Return only the “CONSULTANT SIGNATURE PAGE,” the “CONSULTANT DATA ACCESS SETUP PAGE” and the list of Data that you wish to download as directed on the “CONSULTANT DATA ACCESS SETUP PAGE” to SANDICOR. **DO NOT** return the entire agreement to SANDICOR

6. **You will need to provide your RETS queries and your RETS agent (software) name and version to SANDICOR prior to approval as a Consultant. If you change any of your RETS queries, you will need to re-submit the queries to SANDICOR prior to their use. For best RETS practices, please contact SANDICOR.**

SANDICOR CONFIDENTIAL DATA ACCESS AGREEMENT – RETS IDX

This Access Agreement is entered into as of the Effective Date set forth on the signature page of this Agreement by and between the Broker Participant of SANDICOR Multiple Listing Service (“Broker”), or the Agent Subscriber of SANDICOR Multiple Listing Service (“Agent”), or the Consultant (“Consultant”) who is assisting a Broker or an Agent with setting up and/or maintaining an internet web site that incorporates or otherwise displays IDX Data (Broker, Agent or Consultant shall hereinafter be referred to as the “Receiving Party”) specified on the signature page of this Access Agreement and SANDICOR, Inc., a California corporation (“SANDICOR”).

WITNESSETH:

Whereas, SANDICOR operates a regional multiple listing service (“MLS”) in connection with the sale of real estate in several jurisdictions in California; and

Whereas, Broker or Agent wishes to obtain, and SANDICOR wishes to provide, for Broker’s or Agent’s web site, certain IDX Data; and

Whereas, the parties wish to set forth the terms on which Broker, Agent or Consultant may access the SANDICOR RETS IDX Server containing listing data from SANDICOR’s database and publish such data on the Internet.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties hereto agree as follows:

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

“Agent” means the agent signing this Access Agreement that is also a Subscriber to the SANDICOR MLS as defined by the SANDICOR Rules and Regulations.

“IDX Data” means, and is restricted to, a subset (selected by SANDICOR) of the listing data in SANDICOR’s database in which various Broker Participants have given SANDICOR permission to disseminate to other participating Broker Participants for the purpose of Internet display on web sites of those Broker Participants who have agreed to participate in the IDX program.

“Broker” means the broker signing this Access Agreement that is also a Participant of the SANDICOR MLS as defined by the SANDICOR Rules and Regulations.

“Claims” means any and all damages, losses, liabilities, costs and expenses, including reasonable attorneys’ fees, arising out of, in connection with or relating to, use and/or publication of the IDX Data, including, but not limited to, claims relating to infringement of proprietary rights of third parties.

“Consultant” means companies or individuals who are not employees of Broker or Agent that perform IDX Data downloading, manipulation, and formatting on behalf of one or more Brokers or Agents.

“Term” with respect to Broker and Agent means a perpetual period commencing on the Effective Date unless this Access Agreement is terminated as provided in Paragraph 4. “Term” with respect to Consultant is defined on the “CONSULTANT SIGNATURE PAGE.”

“Rules” means SANDICOR’s Multiple Listing Service Rules and Regulations, revised as of November 2007 and further revised from time to time, and SANDICOR’s Business Rules.

2. Non-Exclusive License. SANDICOR hereby grants to Receiving Party a nonexclusive license to access and download and publish on the Internet, in whole or in part, the IDX Data during the Term. Receiving Party agrees that it shall obtain IDX Data only from SANDICOR’S RETS IDX server unless specifically given written permission to obtain data from other SANDICOR servers, programs or sources. Receiving Party hereby acknowledges and agrees that SANDICOR is not supplying any software, programming assistance or tangible property of any kind in connection with such license and, if needed, Receiving Party must obtain such items at Receiving Party’s sole cost and expense. To the extent that the IDX Data includes intellectual property owned by Broker or Agent, Broker or Agent grants to SANDICOR a nonexclusive license to make such intellectual property available to Consultant pursuant to the terms and conditions of this Agreement.

3. Ownership. Nothing herein shall constitute a transfer of title to the IDX Data. Without limiting the generality of the foregoing, Receiving Party hereby acknowledges and agrees that it shall have no right to retain or use any IDX Data except as provided herein and in conjunction with the Rules. Receiving Party also acknowledges and agrees that SANDICOR may enhance, augment, reformat, watermark or otherwise manipulate (collectively “Manipulations”) the IDX Data. Receiving Party agrees to reproduce all such Manipulations each and every time Receiving Party makes the IDX Data available to the public.

4. Term. Each of the following shall constitute a “Termination Event” hereunder:
- (i) A material default in the performance of any of the covenants or conditions of this Access Agreement if the same shall not have been cured by the defaulting party within ten (10) days after written notice from the nondefaulting party to the defaulting party setting forth with specificity the nature of such default; or
 - (ii) Broker’s or Agent’s MLS service becomes inactive for any reason; or
 - (iii) Broker or Agent terminates service with Consultant; or
 - (iv) Receiving Party fails to comply with the Rules; or
 - (v) Receiving Party fails to respond within two business days to any inquiry from SANDICOR directed to the contact information for Receiving Party then on file with SANDICOR; or
 - (vi) Consultant exceeds the RETS Daily Download Limit specified on the CONSULTANT SETUP INFORMATION Page as provided by SANDICOR;
 - (vii) Consultant downloads data from Data Fields (as defined in the CONSULTANT DATA ACCESS SETUP Page) not on the list approved by SANDICOR; or
 - (viii) Upon thirty (30) days’ prior written notice of one party to the other for any reason, with or without cause.

At any time following the occurrence of a Termination Event described in Paragraph 4, the Access Agreement shall be deemed terminated immediately and automatically, without further notice or other action and SANDICOR may immediately terminate Receiving Party's access to the Broker Data.

5. Warranties and Covenants. Receiving Party hereby warrants and covenants as follows.

(a) Receiving Party shall comply, in all respects, and at no cost to SANDICOR, with any and all conditions, requirements or restrictions established by SANDICOR with respect to use or publication of the IDX Data.

(b) Receiving Party hereby acknowledges that it has received a copy of the Rules. Receiving Party shall comply, in all respects and at no cost to SANDICOR, with the Rules, including, but not limited to, rules or regulations concerning confidential information, lockbox reference, vacancy of property, showing instructions, other forms of advertising, Broker to Broker communication and rules regarding the display of IDX Data on the Internet and in printed media.

(c) Consultant shall not and Broker or Agent shall not allow any Consultant to download any IDX Data unless and until said Consultant receives written permission from SANDICOR.

(i) RECEIVING PARTY ACKNOWLEDGES AND EXPRESSLY AGREES THAT SANDICOR'S ACTUAL DAMAGES FROM IN THE EVENT OF A VIOLATION OF SECTION 5(C) WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO ASCERTAIN AND THAT THE APPROPRIATE AMOUNT OF DAMAGES IS \$1,000. NOTWITHSTANDING THE FOREGOING, SANDICOR AND RECEIVING PARTY EXPRESSLY AGREE THAT THE DAMAGES TO BE PAID BY RECEIVING PARTY FOR A VIOLATION OF SECTION 5(C) SHALL BE AS FOLLOWS: \$100 FOR THE FIRST VIOLATION, \$500 FOR A SECOND VIOLATION WITHIN FIVE YEARS OF THE FIRST VIOLATION AND \$1,000 FOR A THIRD VIOLATION WITHIN FIVE YEARS OF THE SECOND VIOLATION. THE PARTIES FURTHER AGREE THAT A FOURTH VIOLATION WITHIN FIVE YEARS OF A THIRD VIOLATION SHALL BE A "TERMINATION EVENT" PURSUANT TO PARAGRAPH 4.

6. Assignment. Receiving Party may not assign this Access Agreement without the prior written consent of SANDICOR, which may be withheld in its sole and absolute discretion.

7. Notice. All notices and other communications hereunder shall be in writing and shall be (a) personally delivered, (b) transmitted by first class mail, postage prepaid, (c) sent by Federal Express or similar expedited delivery service or (d) transmitted by telecopy or email, in each case addressed to the party to whom notice is being given at its address as set forth under its signature below, or at such other address as may hereafter be designated in writing by that party. All such notices or other communications shall be deemed to have been given on (i) the date received if delivered personally, (ii) three (3) business days after the date of posting if delivered by mail, (iii) the date of receipt, if delivered by Federal Express or similar expedited delivery service or (iv) the date of transmission if delivered by telecopy, or email.

8. Confidentiality.

(a) *General Confidentiality.* Unless Receiving Party proves conclusively to the contrary by a preponderance of the evidence that certain material is not encompassed by this Access Agreement, all material accessed by, or disclosed by SANDICOR to, Receiving Party shall be presumed to be (i) confidential, (ii) trade secrets of SANDICOR (iii) and proprietary information of SANDICOR (collectively without distinction, "Proprietary Information"), and it will be so regarded by Receiving Party and Receiving Party's Consultant.

(b) *Duty of Confidentiality.* Except as expressly allowed pursuant to this Access Agreement, Receiving Party agrees to maintain and preserve the confidentiality of the Proprietary Information and not to disclose such information to third parties without the prior written consent of SANDICOR; provided, however, that Receiving Party shall have no such obligation with respect to use or disclosure to others not parties to this Access Agreement of such Proprietary Information as can be established to have been received by Receiving Party at any time from a source (other than SANDICOR) lawfully having the right to disclose such information. Notwithstanding the above, nothing herein shall prevent Receiving Party from disclosing all or part of the Proprietary Information that it is legally compelled to disclose (by oral deposition, interrogatories, request for information or documents, subpoena civil investigative demand, or any other process), provided, however, that before any such disclosure, Receiving Party shall notify SANDICOR in writing of any such order or request to disclose and cooperate with SANDICOR (at SANDICOR's cost) with respect to any procedure sought to be pursued by SANDICOR in protecting against such disclosure.

9. Indemnification. Receiving Party hereby releases and discharges SANDICOR from any and all Claims. Receiving Party agrees to indemnify and, at the request of SANDICOR, defend SANDICOR from and against all Claims, provided Receiving Party is notified promptly in writing of a Claim and has sole control over its defense or settlement, and SANDICOR provides reasonable assistance (at Receiving Party's expense and reasonable request) in the defense of the same. Notwithstanding the foregoing, SANDICOR shall have the right to approve any settlement of any Claim to the extent that such settlement imposes any restrictions, duties or obligation on SANDICOR, such approval to not be unreasonably withheld or delayed.

10. Survival. Notwithstanding any other provision herein, the obligations of the parties, and each of them, contained in Paragraphs 5, 8 and 9 shall survive any termination of this Access Agreement.

11. Miscellaneous.

(a) *Controlling Law.* This Licensing Agreement shall be governed by, and construed under, the laws of the State of California without regard to the principles of conflicts of law.

(b) *Binding upon Successors and Assigns.* Subject to Paragraph 6 of this Access Agreement, each and all of the covenants, terms, provisions and agreements contained in this Access Agreement shall be binding upon, and inure to the benefit of, the permitted successors, executors, heirs, representatives, administrators and assigns of the parties hereto.

(c) *Severability.* If any provision of this Access Agreement, or the application thereof, shall for any reason and to any extent be invalid or unenforceable, the remainder of this

Access Agreement and application of such provision to other persons or circumstances shall be interpreted so as best to reasonably effect the intent of the parties hereto.

(d) *Entire Agreement.* This Access Agreement and the documents referred to in this Access Agreement, along with their exhibits, constitute the entire understanding and agreement of the parties with respect to their subject matter and supersede all prior and contemporaneous agreements or understandings.

(e) *Amendment and Changes.* No amendment, modification, supplement or other purported alteration of this Access Agreement shall be binding upon the parties unless it is in writing and signed on behalf of the parties by their own authorized representatives.

(f) *Counterparts.* This Access Agreement may be executed in any number of counterparts, each of which shall be an original as against any party whose signature appears thereon and all of which together shall constitute one and the same instrument.

(g) *No Waiver.* The failure of any party to enforce any of the provisions of this Access Agreement shall not be construed to be a waiver of the right of such party thereafter to enforce such provisions.

(h) *Attorneys' Fees.* In the event a lawsuit or other legal proceeding shall be commenced in respect of this Access Agreement, the prevailing party shall be entitled to be awarded, as an element of the costs of such lawsuit or proceeding and not as damages, reasonable attorneys' fees to be fixed by the court or arbitrator (including, without limitation, costs, expenses and fees).

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

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

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Entered into on behalf of SANDICOR, Inc.:

Address: Attn: Ray Ewing, CEO
 5414 Oberlin Dr., Suite 150
 San Diego CA 92121
 Fax: (858) 622-6222

By: _____

Print Name: _____

Title: _____

BROKER/AGENT SIGNATURE PAGE – RETS IDX

IN WITNESS WHEREOF, the parties hereto have executed this Access Agreement as of _____, 20__ (the "Effective Date").

Entered into on behalf of Receiving Party (Broker to complete this section):

Office Name: _____ Office MLS ID: _____

Broker's Name: _____ Broker MLS ID: _____

Broker's e-mail address: _____

Office Street Address: _____

Business Entity Type (Corp, Partnership, Sole Prop., Etc.): _____

Office Phone: _____ Office Fax: _____

Office Web Site Address (URL): http:// _____

By (Signature): _____

Print Name & Title: _____

If this agreement is for an agent's web site, the Designated Broker/Officer understands and accepts all liability if he/she chooses to allow licensees affiliated with his/her broker/corporate license to host or operate an IDX web site. Designated Broker will monitor said web sites to insure compliance with Sandicor Rules and Regulations, including IDX rules, all terms and conditions of the Access Agreement and all State Laws and Regulations regarding the advertising of Real Property.

If this agreement is for an agent IDX web site, then the agent must complete this section

Agent Name: _____ Agent MLS ID: _____

Agent's e-mail address: _____

Agent's Web Site Address (URL): http:// _____

By (Signature) & Date: _____

Consultant Information

Name of Consultant: _____

Consultant Contact: _____

Consultant Phone: _____

Consultant Email: _____

If the Consultant does not have this agreement on file with SANDICOR, the Consultant must complete the **CONSULTANT SIGNATURE PAGE.**

<p>This box is for Sandicor, Inc. use only. The contents of this box is Confidential Information under this Agreement. AGENT RETS IDX User ID: _____ AGENT RETS IDX Password: _____</p>

AFFILIATED AGENTS PAGE ADDENDUM

(to be completed only as necessary)

Designated Broker/Officer understands and accepts all liability if he/she chooses to allow licensees affiliated with his/her broker/corporate license to host or operate an IDX web site. Designated Broker will monitor said web sites to insure compliance with Sandicor Rules and Regulations, including IDX rules, all terms and conditions of the Access Agreement and all State Laws and Regulations regarding the advertising of Real Property.

If Designated Broker chooses to allow licensees associated with his/her firm to operate IDX web sites, please provide the names and agent ID numbers of said licensees. Designated Broker must inform Sandicor, Inc. of any additions or deletions in authorized licensees.

Agent Name: _____ Agent MLS ID: _____

Agent's e-mail address: _____

Agent's Web Site Address (URL): http:// _____

By (Signature) & Date: _____

Agent Name: _____ Agent MLS ID: _____

Agent's e-mail address: _____

Agent's Web Site Address (URL): http:// _____

By (Signature) & Date: _____

Agent Name: _____ Agent MLS ID: _____

Agent's e-mail address: _____

Agent's Web Site Address (URL): http:// _____

By (Signature) & Date: _____

Agent Name: _____ Agent MLS ID: _____

Agent's e-mail address: _____

Agent's Web Site Address (URL): http:// _____

By (Signature) & Date: _____

Entered into on behalf of Firm by,

Authorized Signature

Print Name

Title

Use additional sheet if necessary / Confidential Data Access Agreement

CONSULTANT DATA ACCESS SETUP

Broker Data On Third Party Web Portal

Consultant is requesting access to Broker Data from SANDICOR by one of the following methods:

(Please circle one)

IDX RETS

RETS

List Exporter (Custom Download)

If Consultant is requesting access to any of the SANDICOR RETS servers, Consultant is required to attach a list of all data fields from which it wishes to download data (i.e. all RETS resources, classes (property types), property type statuses, media and data fields) (“Data Fields”). Once that list is approved by SANDICOR, Consultant shall download data only from Data Fields on such list absent prior written approval from SANDICOR. **Please attach the list of Data Fields to this application.** Consultant shall access the SANDICOR RETS servers no more than the maximum access times per day listed below (“RETS Daily Access Maximum”).

If Consultant is requesting a custom download from the SANDICOR List Exporter, Consultant is required to attach a list of all Data Fields from which Consultant wishes to download data. **Please attach the list of Data Fields to this application.**

Pursuant to Paragraph 4 (Termination Event), Consultant’s access to all data may be terminated for violation of any of the foregoing conditions.

Consultant RETS Software Agent: _____

RETS Daily Download (Maximum Number) Requested: _____

RETS Setup Fee: _____

List Exporter Setup Fee: _____

List Exporter Download Change Fee: _____

Monthly Data Access Fee: _____

Consultant Web Portal URL (where data will be displayed): _____

CONSULTANT SIGNATURE: _____

CONSULTANT NAME (TYPED OR PRINTED): _____

Date: _____