WEBSITE DEVELOPMENT AGREEMENT

This Website Development Agreement (the "Agreement") is made by and between Central Jersey Multiple Listing System, Inc. hereinafter **referred to as "CJMLS"**, and:

CJMLS Member Name **("Member")**	CJMLS Agent Name **("User")** (if applicable)
Constellation Web Solutions	
Website Developer Name **("Developer/Vendor")**	Data Aggregator **("Aggregator")** (if applicable)

all with their principal addresses as set forth on the signature page of this Agreement. Hereinafter Member, User, Developer/Vendor, and Aggregator, if applicable, are jointly referred to as "Licensees"

1. License. Subject to the provisions, terms and conditions set forth herein and the CJMLS ILD Policy, incorporated herein by this reference, CJMLS hereby grants to Licensees during the term of this Agreement (the "Term") a non-exclusive, non-transferable license to access the CJMLS current aggregated compilation of listing data ("CJMLS Content") as set forth on Schedule A, attached hereto and made a part hereof, for the SOLE purpose of integrating the CJMLS Content into the website set forth on the signature page hereof (the "Website") for display to prospective real estate purchasers. This license is granted for use only in conjunction with Member's or User's ordinary licensed real estate agency business activities and for no other purpose.

2. License Restrictions. Licensees are not authorized and understand and agree that they shall not transfer the CJMLS Content or, if applicable, access to the CJMLS Content or any part thereof to any third party, including without limitation any affiliates, parent organization, subsidiaries, partners, consultants, shareholders, agents or other unauthorized third parties. Licensees acknowledge and agree they are not authorized to display the CJMLS Content or any part thereof on any website or application other than the Website set forth on the signature page hereof. Licensees acknowledge and understand the CJMLS Content may not be used for any other purpose except as provided herein, and are prohibiting from altering, modifying, reorganizing, selling, transferring, commercially exploiting, or creating statistics or derivatives of the CJMLS Content. Developer/Vendor and/or Aggregator are prohibited from providing the CJMLS Content to any other CJMLS members or users until a Website Development Agreement has been executed with such member or user.

3. Term. The initial Term of this Agreement shall commence on the date the last party executes this Agreement (the "Effective Date") and shall terminate on June 30th. This Agreement shall automatically renew on July 1st of every year for additional one (1) year Terms unless any party shall notify the other parties in writing of its intention to terminate this Agreement sixty (60) days prior to the end of the initial Term or any extension thereof. Upon termination of this Agreement, Licensees shall delete all CJMLS Content from their files and systems within thirty (30) days of termination.

4. Access. The CJMLS Content may be accessed by Developer/Vendor and/or Aggregator by (check one):
☐ **API** ☒ **RETS (real estate transaction standard)** during the Term and such access shall commence within three (3) business days of the Effective Date. CJMLS reserves the right to change the means of access within sixty (60) days prior written notice to Developer/Vendor and/or Aggregator.

5. Fees. Member or User shall pay in advance to CJMLS the non-refundable setup fee of One Hundred Twenty-Five Dollars ($125.00) for custom feeds and Sixty-Two Dollars and Fifty Cents ($62.50) for ILD feeds and a One Hundred Dollar ($100.00) non-refundable annual maintenance fee, prorated on a quarterly basis beginning July 1st. All payments shall be due to CJMLS within thirty (30) days from the invoice date. CJMLS will provide set-up and support for Developer's/Vendor's and/or Aggregator's continuing access to the CJMLS Content. Support hours will be billed at the rate of One Hundred and Twenty-Five Dollars ($125.00) per hour, billed in half-hour increments, with a minimum billing of one half-hour. Member or User shall pay to CJMLS a reactivation fee of Twenty-Five Dollars ($25.00) to reinstate suspended access. CJMLS reserves the right to charge a reasonable late fee for any payment outstanding for more than thirty (30) days. All fees set forth in this Agreement are subject to change at CJMLS's sole discretion with fifteen (15) days prior written notice to Member and/or User. CJMLS may terminate this Agreement upon thirty (30) days written notice for Member's or User's failure to pay any fee due herein.

6. Billing and Payment. Licensees agree to pay the annual access fee set forth in this Agreement. All fees are non-refundable and accrue whether or not Licensees access the CJMLS Content. Licensees are responsible for and will be charged for any overdue account collection expenses including, but not limited to, Member and/or User fees, attorney's fees, court costs and other associated expenses. CJMLS reserves the right to exclude Licensees from access to the CJMLS Content if Licensees' account becomes delinquent or Member or User becomes inactive, until Member and/or User bring its account current or reinstates membership. Any payment that is not honored by the payer's financial institution shall be treated as if no payment was made and shall be subject to a Thirty Dollar ($30.00) fee in addition to the original fee owed.

7. Set-Up Costs. Licensees shall provide their own hardware, software and bear their own programming, technology and methodology expenses, if any, relating to the integration of CJMLS Content into the Website and shall provide for all telecommunication needs in order to facilitate the accessibility of the CJMLS Content.

8. Disclaimers on Reports. Developer/Vendor shall design the Website such that any report generated therefrom and any page displaying the CJMLS Content shall also display the following disclaimer: *"The data relating to real estate for sale on this web-site comes in part from the Internet Listing Display database of the CENTRAL JERSEY MULTIPLE LISTING SYSTEM, INC. Real estate listings held by brokerage firms other than this site-owner are marked with the ILD logo. The CENTRAL JERSEY MULTIPLE LISTING SYSTEM, INC. does not warrant the accuracy, quality, reliability, suitability, completeness, usefulness or effectiveness of any information provided."*
"The information being provided is for consumers' personal, non-commercial use and may not be used for any purpose other than to identify properties the consumer may be interested in purchasing or renting."

9. CJMLS Logo. If Licensees have elected to receive the CJMLS ILD Content on the attached Schedule A, Developer/Vendor shall not integrate the CJMLS Content into the Website unless and until the CJMLS logo, in a form and format presented by CJMLS to Developer/Vendor, is displayed on the first screen of the Website and on all web pages that display CJMLS ILD Content.

10. Copyright Notice. If Licensees have elected to receive the CJMLS ILD Content on the attached Schedule A, Developer/Vendor shall design the Website such that any page displaying the CJMLS Content shall also display the following disclaimer italicized: *"Copyright [current year], CENTRAL JERSEY MULTIPLE LISTING SYSTEM, INC. All rights reserved". The CENTRAL JERSEY MULTIPLE LISTING SYSTEM, INC retains all rights, title and interest in and to its trademarks, service marks and copyrighted material."*

11. Monthly Report. On or before the last day of each month throughout the Term, Developer/Vendor shall deliver to CJMLS a monthly report setting forth the name and CJMLS member number for each CJMLS member to whom Developer/Vendor provides an IDX website.

12. Security of Access ID and Penalties for Disclosure. Developer's/Vendor's and/or Aggregator's access ID and password are owned by CJMLS. Developer/Vendor and/or Aggregator shall treat the access ID and/or password as private, confidential and personal and shall safeguard and maintain its confidentiality. Use by any other person or entity shall be considered as theft. Member, User, Developer/Vendor, and Aggregator shall be jointly and severally liable for any consequences that may result from unauthorized disclosure of Developer's/Vendor's and/or Aggregator's access ID and/or password, whether intentional, negligent or inadvertent, including but not limited to immediate termination of this Agreement and liability for damages. Developer/Vendor and/or Aggregator shall protect the CJMLS Content by generally accepted industry standards including, but not limited to, implementation of intrusion prevention systems, encryption, firewalls, and anti-scraping technology. CJMLS reserves the right to require additional reasonable security measures which Developer/Vendor and/or Aggregator must implement within thirty (30) days of receipt of written notice of such additional security measures. In the event of a security breach of Developer/Vendor and/or Aggregator's computerized systems containing the CJMLS Content, Developer/Vendor and Aggregator shall provide written notice to CJMLS of such breach within twenty-four (24) hours of its discovery.

13. Membership Status and Information Changes. Member, User, Developer/Vendor, and Aggregator acknowledge that if Member and/or User is no longer a Member of CJMLS or if Member's or User's status with CJMLS is inactive, neither Member, User, Developer/Vendor nor Aggregator shall be granted access to the CJMLS Content and access will be denied until Member's and/or User's status is returned to active. All Licensees agree to notify CJMLS in writing, within ten (10) days of any change to its information set forth in this Agreement.

14. Breach. Within five (5) days of becoming aware of any breach of this Agreement, CJMLS shall notify all Licensees, specifying the nature of the breach. Licensees shall have ten (10) days to mutually determine which of them is the cause of the breach. The party at cause shall cure said breach within the next ten (10) days. If Licensees are unable to determine the party at cause, they shall be jointly and severally liable to cure the breach, within the ten (10) day cure period. If Licensees become aware of a breach of this Agreement by the misuse or violation of the terms of this Agreement or the CJMLS ILD Policy, each agrees to immediately notify CJMLS in writing.

15. <u>Confidentiality & Suspension</u>. (a) Licensees shall use the CJMLS Content only for the purposes set forth in this Agreement, and shall not make any copies, extracts, digests, summaries or derivatives for any other purpose. Licensees shall not disclose or provide the CJMLS Content, or access thereto, to any affiliates, parent organization, subsidiaries, corporate partners, consultants, shareholders, agents, third parties or any persons within its organization not having a need to know for the purposes permitted in this Agreement. Licensees agree not to provide or otherwise make available any licensed program or material or access to the CJMLS Content to any person other than Licensees' designated authorized users without prior written consent from CJMLS. (b) Licensees acknowledge that the CJMLS Content is proprietary to CJMLS and its suppliers and have been developed as commercial trade secrets at the expenditure of CJMLS' time and money, and are furnished to Licensees in trust. Licensees agree that they will hold the CJMLS Content in the same manner as they deal with their own proprietary information and trade secrets. (c) Licensees will issue appropriate instructions to their authorized users having access to the CJMLS Content concerning the restrictions contained herein, and shall initiate strict security measures to prevent the accidental or otherwise unauthorized use or release of the access identification to the CJMLS Content, with particular respect to consumer information that is considered "sensitive". (d) Upon Licensees' violation of this paragraph and without cause stated, CJMLS may exclude Licensees from access to the CJMLS Content and suspend or terminate this agreement upon written notification by CJMLS.

16. <u>Ownership and Dissemination of the CJMLS Content</u>. Licensees shall acquire no proprietary rights in or to CJMLS Content or in any data elements contained therein. CJMLS and its data suppliers shall remain the exclusive owners of all right, title and interest in the CJMLS Content licensed hereunder and all copyrights and renewals thereof, heretofore or hereafter secured therein. All publication, dissemination and other rights to the CJMLS Content licensed hereunder are reserved for CJMLS in all languages, formats and media throughout the world for the sole and exclusive use or any other disposition by CJMLS or its assignees or grantees at anytime and from time to time without obligation or liability to Licensees.

17. <u>Responsibility For Use and Limitation of Liability</u>. Licensees assume sole responsibility for all use of the CJMLS Content on the Website, which use Licensees acknowledge to be at their own risk. ACCESS TO THE CJMLS CONTENT IS MADE ON AN "AS IS, AS AVAILABLE" BASIS WITHOUT ANY WARRANTY EXPRESS OR IMPLIED BY EITHER CJMLS OR ITS DATA SUPPLIERS, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The data contained therein is sourced from public, publicly available or non-public sources. Neither CJMLS nor any CJMLS Content supplier is responsible for errors or omissions. CJMLS disclaims any warranty that the CJMLS Content is error-free or that access to the CJMLS Content will be uninterrupted. CJMLS' full liability hereunder for any and all claims of damages, for any cause whatsoever, and regardless of the form of the actions, whether in contract or tort, including negligence, shall be limited to the fee paid by Licensees for access to and use of the CJMLS Content, during the period any events which are the basis for any such claim(s) occur. IN NO EVENT SHALL CJMLS BE LIABLE FOR ANY LOSS OR DAMAGES RESULTING FROM LICENSEES' INABILITY OR FAILURE TO PERFORM PROFESSIONAL WORK OR FOR ANY LOST PROFITS OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR SPECIAL DAMAGES RELATING IN WHOLE OR PART TO LICENSEES' RIGHTS UNDER THIS AGREEMENT, EVEN IF CJMLS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CJMLS and its data suppliers are not responsible for any damages including, but not limited to, those incurred as a result of lost profits or revenue, loss of use or access to the CJMLS Content, loss of the CJMLS Content, or the cost of recovering access to the CJMLS Content, the cost of any substitute therefor, or claims by third parties, or for other similar costs. In no event shall any CJMLS Content suppliers be liable for any damages resulting from Licensees' inability or failure to access the system or any use or availability of the CJMLS Content.

18. Jurisdiction. In any dispute arising out of this Agreement, this Agreement shall be construed and governed in accordance with the laws of the State of New Jersey, without giving effect to conflicts of law provisions, and the parties hereby submit to the exclusive jurisdiction of and venue in any state or federal courts located within Middlesex County, New Jersey with respect to such dispute.

19. Assignment. This Agreement may not be assigned by Licensees without CJMLS' prior written consent, which may be withheld at the sole discretion of CJMLS.

20. Injunctive Relief. Licensees acknowledge that CJMLS may suffer great harm if Licensees misappropriate the CJMLS Content. Licensees agree CJMLS may seek injunctive or other equitable relief against the breach or threatened breach of this Agreement in addition to any other legal remedies which may be available and Licensees waive any obligation of CJMLS to post a bond or other surety or security in the event CJMLS is successful in securing a preliminary injunction. Any injunctive relief awarded to CJMLS shall not limit CJMLS's ability to secure any other appropriate relief under this Agreement.

21. Force Majeure. No party shall be responsible for delays or failures in performance resulting from acts beyond the control of such parties. Such acts shall include, but not be limited to, acts of God, strikes, lock-outs, riots, acts of war, epidemics, governmental regulation superimposed after the fact, fire, communication line failures, power failures, wind storms, ice storms, snow storms, flooding, tornados, earthquakes or other disasters.

22. Compliance. Each party agrees that it will perform its obligations hereunder in accordance with all the applicable laws, rules and regulations now or hereafter in effect, including, but not limited to the CJMLS ILD Policy and this Agreement, all as may be amended from time to time.

23. Severability. If any term or provision of this Agreement shall be found to be illegal or unenforceable then, notwithstanding that term or provision, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.

24. Amendments. No amendment of this Agreement shall be effective unless it is in writing and signed by a duly authorized representative of each party.

25. Non-Waiver. Waiver by CJMLS of any breach of any provision of this Agreement by Licensees shall not operate or be construed as a waiver of any subsequent or other breach by Licensees.

26. Authority. Each party has full power and authority to enter into and perform this Agreement and the persons signing this Agreement on behalf of each has been properly authorized and empowered to enter into this Agreement. Each party further acknowledges that it has read this agreement, understands it, and agrees to be bound by it.

27. Entire Agreement. This Agreement and its attachments constitute the entire agreement between the parties with respect to this subject matter; all prior agreements, representations, statements, negotiations and undertakings are superseded hereby.

28. Notices. Any notice required or permitted to be given hereunder shall be by "confirmed email" (effective only upon confirmation of receipt by the recipient) to the email addresses as set forth in this Agreement or in writing sent by accountable means such as Federal Express to Member, User, Aggregator or Developer/Vendor at their respective address set forth in this Agreement and to CJMLS at 77 Hamilton Ave., Fords, NJ 08863 or to such other address as any party shall have provided to the other parties in accordance with this section.

29. Privacy. Licensees understand and agree to comply with all applicable privacy, data security, best practices and all other laws, rules and regulations relevant to Licensees' business model.

30. Relationship of the Parties. Developer/Vendor, Member, User, Aggregator and CJMLS are independent entities. Nothing in this Agreement, nor in the relationship created hereby, should be interpreted to evidence a joint venture, partnership, franchisor, employment or principal/agent relationship as between the parties. No User shall have any authority to make any agreements or representations on behalf of CJMLS. Each party shall be solely responsible for the payment of compensation, insurance and taxes for its own employees.

31. Indemnification. Developer/Vendor, Member, User, and Aggregator jointly and severally agree to indemnify and hold harmless CJMLS, its directors, officers, employees, shareholders, members, data suppliers and agents against any and all losses, expenses, damages and costs, including reasonable attorney's fees, resulting from any violation of this Agreement, any negligence on the part of Licensees, and/or any improper or illegal use of the CJMLS Content.

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32. Signatures. Member represents and warrants that all necessary parties have executed this Agreement. Member understands it is Member's sole responsibility for obtaining signatures of User and Aggregator, as applicable.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year set forth below.

By: **CENTRAL JERSEY MLS (CJMLS)**

Name: Richard Steinberg

Title: Executive Director
77 Hamilton Avenue
Fords, NJ 08863
732-661-9500

Email: Info@CentralJerseyMLS.com

DEVELOPER/VENDOR

Firm Name: Constellation Web Solutions

By: Steven Tran

Name: Steven Tran

Title: Operations Specialist

Address: 110 110th Ave NE #700

City, ST Zip Bellevue, WA 98004

Phone: 877-450-0088

Email: MLSApprovals@MarketLeader.com

Date: 11/26/2018

UserAgent: SOAR/1.0

AGGREGATOR

Firm Name:_____

By:_____

Contact Name:_____

Address:_____

City, ST Zip:_____

Phone:_____

Date:_____

UserAgent: _____

USER

By:_____

Name:_____

Lic #:_____

Address:_____

City, ST Zip:_____

Phone:_____

Date:_____

MEMBER

Firm Name:_____

By:_____

Name:_____

Title:_____

Date:_____

Email:_____

Office MLS ID Code:_____

Office Phone:_____

Website where CJMLS Content Displayed ("Website"):_____

Schedule A
Website Development Agreement

This Agreement is for the development of a website for:

( ) Member

( ) User

The following fields are authorized for the Website for display to prospective purchasers in accordance with the terms and conditions of this Agreement and any applicable sections of the CJMLS ILD Policy, incorporated herein and made a part hereof by reference:

(X) ILD/IDX (A, AR and US listings of all ILD Participants)

(X) Custom Data Feed consisting of Member's (Agency) listings, statuses identified below

( ) Users' Custom Data Feeds authorized by Member/Manager, consisting of Member's (Agency) listings, statuses identified below

Available Listing Categories:

- Residential (R)
- Adult Community (ADU)
- Condo/Townhouse (CON)
- Co-op/Mobile Home (COP)
- Multi-Family (MUL)
- Residential Rentals (RNT)
- Land (LND)
- Commercial/Industrial (COM)
- Business Opportunities (BUS)

List of Statuses included on Custom RETS Feeds:

A	(Active)
AR	(in Attorney Review)
US	(Under Contract, Continue to Show)
U	(Under Contract)
C	(Closed)