

REALTORS® Association of Northeast Wisconsin MLS, Inc. "RANW MLS" Listing Syndication Service Agreement

This AGREEMENT is made and entered into by and between REALTORS® Association of Northeast Wisconsin, MLS, Inc. ("RANW MLS"), with offices at W6124 Aerotech Drive, Appleton, WI 54914; and the broker participant ("Participant") identified in the signature block of this Agreement.

Background.

RANW MLS has entered into a data access agreement with Zillow Group, Inc. ("Publisher") under which RANW MLS will provide Publisher with certain data relating to real estate information.

Participant wishes RANW MLS to provide Publisher with Participant's data, and RANW MLS agrees to provide Participant's data to Publisher subject to the terms and conditions of this Agreement.

Now, therefore, in consideration of mutual covenants and promises contained herein and intending to be legally bound, the parties agree as follows:

1. Definitions. For purposes of this Agreement, the following terms shall have the meanings set forth below.

Licensed Data means all data that Participant submits, contributes, or inputs to the RANW MLS Database, including text, binary, and photographic image data, in any form now known or hereafter discovered, except that data that Participant indicates should not be displayed online.

Other Participants and Subscribers means all participants and subscribers of RANW MLS not party to this Agreement, including Participant's employees, contractors, salespeople, and assistants (whether licensed or unlicensed as real estate agents or appraisers).

Publisher Agreement means the Agreement between RANW MLS and Publisher under which each Publisher is granted a license to, and terms governing, that Publisher's use of Licensed Data.

RANW MLS Affiliates means RANW MLS and its officers, directors, employees, agents, representatives, licensors, shareholders, and authorized successors and assigns.

RANW MLS Policies means RANW MLS's bylaws, rules and regulations, and policies and procedures adopted by RANW MLS's board of directors or authorized delegates, as RANW MLS amends them from time to time.

2. Request to syndicate; Administrative fee. Participant requests RANW MLS to send Licensed Data to Publisher for display of Licensed Data on the Publisher website(s) and other Publisher uses of Licensed Data as described in the Publisher Agreement. Participant shall pay the administrative fee(s), established by RANW MLS.

3. License. Participant grants to RANW MLS a non-exclusive, perpetual, world-wide, transferable, royalty-free, license to reproduce, prepare derivative works of, distribute, display, perform and license (including sublicenses of the same rights through multiple tiers) the Licensed Data for online display and as required by the Publisher Agreement.

4. Participant acknowledgements. Participant acknowledges the following: (a) If applicable, Participant has read and agrees to Publisher's terms of use; (b) RANW MLS will make reasonable efforts to send new and updated Licensed Data to Publisher that Participant selects within 7 days of Participant selection; and (c) RANW MLS does not control how long it takes for Publisher to accept and display the Licensed Data or change the status of listings that are withdrawn, under contract, or expired.

5. Editorial control. Participant acknowledges that RANW MLS is not required to, and assumes no responsibility to review, edit, or exercise editorial control over the Licensed Data; and that RANW MLS is a beneficiary of the exclusions of warranties and limitations of liabilities set forth in this Agreement. The foregoing notwithstanding, RANW MLS may take any steps necessary in its sole discretion, including discontinuing providing Licensed Data to Publisher, or deleting the Licensed Data or portions thereof, to avoid or remedy any violation of law, breach of the RANW MLS Policies, or infringement of any third party intellectual property rights.

6. Participant warranties. Participant represents and warrants that (a) the Licensed Data does not infringe the intellectual property rights (including copyright rights), proprietary rights, or contract rights of any third party; (b) the Licensed Data does not violate any law; (c) Participant has the written consent of any party necessary to provide the Licensed Data to Publisher; and (d) the Licensed Data complies with RANW MLS Policies.

7. Participant indemnification of RANW MLS. Participant agrees to defend, indemnify and hold harmless RANW MLS and RANW MLS Affiliates, and Other Participants and Subscribers from any cost, expense, liability or other loss (including reasonable attorneys' fees) incurred from each claim of any third party arising from (a) Participant's breach of any warranties or other obligations hereunder and (b) any allegation, claim or demand by a third party resulting from or alleging an error or omission in advertised property information relating to Licensed Data, regardless of whether such error or omission is the fault of RANW MLS.

8. Disclaimer of RANW MLS warranties; limitation of liability. RANW MLS PROVIDES THE SERVICES OFFERED UNDER THIS AGREEMENT ("LISTING SYNDICATION SERVICE") AND ALL COMPONENTS OF AND SYSTEMS RELATED TO IT ON AN "AS IS," "AS AVAILABLE" BASIS AND USE OF THE LISTING SYNDICATION SERVICE IS AT PARTICIPANT'S SOLE RISK. RANW MLS AND RANW MLS AFFILIATES DO NOT WARRANT THAT THE LISTING SYNDICATION SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. RANW MLS AND RANW MLS AFFILIATES EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES WITH RESPECT TO THE LISTING SYNDICATION SERVICE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE LISTING SYNDICATION SERVICE MAY CONTAIN HYPERLINKS TO WEBSITES OPERATED BY PARTIES OTHER THAN RANW MLS; RANW MLS DOES NOT CONTROL SUCH WEBSITES, IS NOT RESPONSIBLE FOR THEIR CONTENT, DOES NOT ENDORSE THE SITES OR CONTENTS, AND MAY HAVE NO RELATIONSHIP WITH THE SITES' OPERATORS. RANW MLS AND RANW MLS AFFILIATES SHALL NOT BE LIABLE TO PARTICIPANT OR ANYONE ELSE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THE LISTING SYNDICATION SERVICE, INCLUDING MISTAKES, OMISSIONS, DELETIONS OR DELAYS IN TRANSMISSION OF SUCH INFORMATION; INTERRUPTIONS IN TELECOMMUNICATIONS CONNECTIONS TO THE LISTING SYNDICATION SERVICE; AND FAILURES OF PERFORMANCE; WHETHER CAUSED IN WHOLE OR PART BY NEGLIGENCE, ACTS OF GOD, TELECOMMUNICATIONS FAILURE, OR THEFT OF, DESTRUCTION OF, OR UNAUTHORIZED ACCESS TO THE LISTING SYNDICATION SERVICE AND RELATED INFORMATION, RECORDS AND PROGRAMS. IN NO EVENT SHALL RANW MLS BE LIABLE TO PARTICIPANT FOR ANY AMOUNT IN EXCESS OF THE GREATER OF (A) THE FEES PARTICIPANT HAS PAID RANW MLS, IF ANY, IN THE YEAR IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO ANY CLAIM FOR DAMAGES; OR (B) \$100.

9. Term; Termination. The term of this Agreement begins on the date that RANW MLS signs it. This Agreement shall terminate upon the occurrence of any of the following events: (a) 15 days after a party's notice to the other of its intent to terminate; (b) immediately upon termination of Participant's participatory rights in RANW MLS; (c) 10 days after a party's notice to the other that the other party has breached this Agreement, provided the breach remains uncured.

10. Governing law; Venue. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Wisconsin, without regard to its conflicts of law and choice of law provisions. Any action to enforce or interpret this Agreement shall have venue in Outagamie County, Wisconsin, and Participant hereby submits to personal jurisdiction in that venue.

11. No third-party beneficiaries. Except as expressly provided by this Agreement, this Agreement is entered into solely between, and may be enforced only by, RANW MLS and Participant, and this Agreement shall not create or be construed to create any rights in any home owner, home seller, home purchaser, board or association, or other third party.

12. Relationship of the Parties. The relationship of RANW MLS to Participant is that of independent contractor. No party shall be deemed to be the agent, partner, joint venturer, franchisor or franchisee, or employee of RANW MLS or have any authority to make any agreements or representations on the behalf of RANW MLS. Each party shall be solely responsible for the payment of compensation, insurance, and taxes of its own employees.

13. Entire Agreement; Amendment. This Agreement contains the full and complete understanding of the parties regarding the subject matter of this Agreement and this Agreement supersedes all prior representations and understandings, whether oral or written, relating to the same subject matter. RANW MLS may amend this Agreement by giving notice to Participant of proposed amendments; if Participant continues using the services described herein 30 days after the date of giving notice, Participant shall be deemed to have assented to the proposed amendment.

RANW MLS Fees: Company Firm-Specific data feed of their own listings via MLS RETS to Zillow:

_____ \$ 50.00 one time set up for listings to Zillow
_____ \$ 10.00 per month for Company listings to Zillow

In consideration of the mutual covenants set forth in this Agreement, the parties affirm and adopt this Agreement by setting their signatures below.

MLS PARTICIPANT: (All fields must be completed - please print all, with exception of the signature line)

Company Name: _____

MLS Firm/Office ID#: (indicate all branch numbers that you want data to be included):

MLS Company Broker/Participant Name: _____

Address: _____

City/Zip: _____

Telephone: _____

E-Mail: _____

Signature: _____ Date: _____

Additional Participant Company Contact for notices and operations matters:

Name: _____ Phone: _____ Email: _____

RANW MLS: REALTORS® Association of Northeast Wisconsin MLS, Inc. (RANW MLS)

Address: W6124 Aerotech Drive, Appleton, WI 54914 Telephone: 920-739-9108

E-Mail: datafeed@ranw.org

MLS Signature: _____ Date: _____

_____ Sign Auth. _____ RETS Console _____ Scan / File _____ RACC / Upload _____ Firm Record edit _____ Billing