

## IDX DOWNLOADING AGREEMENT

South Central Wisconsin MLS Corporation ("SCWMLS"), \_\_\_\_\_  
(Name of SCWMLS Participant), \_\_\_\_\_ (Name of all Third  
Party Computer Experts or Consultants ("Consultant") used in connection with downloading), HEREBY AGREE  
AS FOLLOWS:

- 1. Grant of License.** SCWMLS hereby grants Participant a license to electronically transfer ("download") information from the SCWMLS Internet Database to the Participant's own web site commencing as of the date hereof and terminating as hereinafter specified.
- 2. Warranty that Consultant is Party to the Agreement.** Participant hereby warrants that the name(s) of all third party computer experts, consultants or Internet service providers (collectively "Consultant") who are not employees of Participant are listed as a party to this Agreement.
- 3. Consultant Not to Take Information from Participant's Possession or Control.** Participant agrees not to permit Consultant to take, and Consultant agrees not to take, any information whatsoever from the SCWMLS Internet Database from Participant's possession or control, either during the time the Consultant is performing services for the Participant or thereafter.
- 4. Information to be Retained by Participant Subject to SCWMLS Rules.** Participant agrees to retain in Participant's possession or control all information transferred pursuant to this Agreement and further agrees that all SCWMLS Rules and Bylaws will continue to apply to such information, even though it may be processed by the Participant's or Consultant's own computer and in a format different than it appears on the SCWMLS system.
- 5. Downloading Procedure.** The process and procedure for downloading shall be by such equipment and procedure as may be determined by the SCWMLS from time to time in its sole discretion.
- 6. Republication of Database.** The Participant may republish all or a portion of the SCWMLS Internet Database in strict compliance with then current SCWMLS Rules and policies on an Internet site controlled by the Participant and advertised as the Participant's Internet site.
- 7. Right to Terminate License.** The SCWMLS shall have the right at any time and in the SCWMLS' sole discretion to terminate the right to transfer information (download) upon written notice to the Participant. Delivery of such notice to the Participant shall constitute delivery of said written notice to Consultant. Both Participant and Consultant agree to cease downloading upon receipt of such notice.
- 8. Termination of Participation.** Upon termination of participation in the SCWMLS, the Participant shall either deliver all portions of information theretofore transferred from the SCWMLS Internet Database (downloaded) by the Participant to the SCWMLS, or if the SCWMLS approves in writing, shall deliver the information to another Participant in the SCWMLS.
- 9. Signature of Agreement.** This Agreement shall be signed by the Participant, all Consultants and the SCWMLS.