

## WorldRETS Contract Terms of Agreement

THIS AGREEMENT is made and entered into this date of \_\_\_\_\_ (the "Effective Date") by and between Alternate Image, Inc. d/b/a WorldRETS, a Florida Corporation, 132 West International Speedway Boulevard, Daytona Beach, Florida 32114 ("WorldRETS") and ("Client.")

WHEREAS, Client desires to engage and WorldRETS desires to be engaged to perform Services as outlined in this Agreement.

NOW THEREFORE, in light of the foregoing, the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### **I. Services**

1. WorldRETS agrees to supply the Client an online interface into an identified and specific RETS system(s). WorldRETS agrees to provide, at no additional charge, online and telephone support and training during normal business hours as long as the Client's account is active and invoices are current.

### **II. Fees**

1. Client agrees to pay fees as indicated on Addendum: Pricing for Services rendered as identified in Addendum A: Proposal.
2. Client is responsible for any fees required by Realty Association for data access.
3. Client must remain in good standing with Association and maintain eligibility. Laps of eligibility do not negate this Agreement between WorldRETS and Client.

### **III. Terms**

1. WorldRETS agrees to submit an invoice to Client each month thirty (30) days prior to due date. Client agrees to pay an additional fee of twenty (20) dollars for each payment that is delivered more than fifteen (15) days after the due date indicated on the invoice. All payments due to WorldRETS hereunder shall be in U.S. dollars unless prior arrangements have been made. WorldRETS reserves the right to discontinue service if any invoice is past due by thirty (30) days or more; whereby a two-hundred and fifty (250) dollar reconnection fee will be assessed.
2. No refunds will be made.
3. This Agreement shall commence on the Effective Date and continue for a period of one year (the "Term").
4. Renewal
  - (a) At expiration of Term, Client has the option to:
    - a. Renew at current published rates for a period of one (1) year.
  - Or
  - b. Continue services on a month-to-month basis at an additional cost of twenty five (25) dollars per month over the published rate.
- (b) If renewal contract is not received prior to contract expiration date (the "Anniversary Date") this automatically will convert to a month-month Agreement with an increase in applicable fees.

## 5. Cancellation Term

- (a) WorldRETS requires a thirty (30) day written notice by one party to the other (the "Cancellation Term"). It is the responsibility of the Client to secure confirmation of account cancellation from WorldRETS.
- (b) It is the responsibility of the Client to retrieve any data, assets, or information regarding this Service prior to cancellation.
- (c) WorldRETS reserves the right to suspend or terminate the services and/or this Agreement at any time without notice to Client. No refunds will be made for services suspended or terminated due to violation of this Agreement. If Client goes into insolvent liquidation or suffer the appointment of an administrator or administrative receiver or enter into a voluntary arrangement with Client's creditors, we reserve the right to suspend services and/or termination this agreement forthwith. Upon termination of this Agreement or suspension of the services WorldRETS will be entitled to immediately block access and to remove all data.

## IV. Representations and Warranties

1. **Copyright.** WorldRETS retains exclusive and sole ownership of any and all applications and application programming offered through these Services. The use of any WorldRETS Services by Client in no way implies a transfer of copyright or ownership.
2. **Client Content.** Client represents and warrants that it has the power and authority to enter into and perform its obligations under this Agreement. Client assumes sole responsibility for acquiring any authorization necessary to access MLS/RETS data. Client assures that any content added or provided by Client does not infringe or violate any rights of any third party. This includes all materials provided by Client in association with the Services, including but not limited to text, graphics, or materials generated in any form or media. Client further represents and warrants that it shall comply with any and all applicable laws and regulations which are now in effect or which may become applicable.
3. **Intellectual Property.** Client acknowledges that WorldRETS is the sole and exclusive owner of WorldRETS protectable intellectual property, including without limitation, trademarks, service marks, trade names and logos. WorldRETS hereby reserves all such rights not specifically granted hereunder.
4. **Confidentiality.** The term "Confidential Information" shall include all materials provided by each party to the other, in whatever form or medium, except such material as the parties agree in writing is not proprietary or confidential. Information made available to the general public, other than information impermissibly disclosed by a party, shall not be Confidential Information. The parties agree that the Confidential Information constitutes a valuable and unique asset. With regard to the other party's Confidential Information, each party agrees: (1) to use the Confidential Information only to effect the purposes of this Agreement; (2) not to disclose the Confidential Information except to those persons whose access is necessary to effect the purposes of this Agreement and to notify such persons that the Confidential Information is to be kept in confidence; (3) to use reasonable means to safeguard the Confidential Information; and (4) that any disclosure or unauthorized use of the Confidential Information will cause irreparable harm and loss to the other and that the injured party shall be entitled, in addition to any other remedies and damages available at law or in equity, to specific performance of this Agreement and to injunctive relief to restrain violation of this Agreement. The pursuit of one remedy by a party shall not preclude pursuit of any and all other remedies to which that party is entitled. Upon termination of this not preclude pursuit for any and all other remedies to which that party is entitled. Upon termination of this Agreement WorldRETS agrees to immediately return all Confidential Information and copies thereof to Client.
5. **Reference.** Client agrees to allow WorldRETS to supply potential clients with Client's name and contact information for the purpose of reference and Client input.

6. Indemnity. Each party shall defend, indemnify, and hold harmless the other, its officers, agents, and employees from and against all third-party claims, actions, causes of action, liabilities, damages, costs, and expenses, including reasonable attorneys' fees, arising out of or related to any facts or alleged facts which, if true, would constitute a breach by a party of this Agreement.
7. Limitations on Services: Liability. WorldRETS will not be responsible or liable for any inaccuracies in the data or information included in the MLS database, nor will it have any liability under any circumstances for any consequential or punitive damages. WorldRETS agrees to correct information not accessible to Client, such as formatting or system programming, within seven (7) days of written notice from Client. Client is solely and exclusively responsible for the protection of any and all of its intellectual property, including but not limited to, the inclusion of its pages of any and all statutory or other notices customarily used or required for purposes of providing notice of ownership or protection of Client's trademarks, trade names, service marks, or copyrights. WorldRETS will not be responsible or liable for any disruption in Internet service or system downtime. WorldRETS reserves the right to temporarily suspend access to the Services for means of upgrade or maintenance to enhance the system.
8. General Provisions.
  - (a) Order of Precedence. In the event that there is a conflict between this Agreement and any exhibit, this Agreement shall govern.
  - (b) Notices. All notices, requests, consents and other communication hereunder shall be in writing, shall be addressed to the receiving party's address as listed above or as a party may designate by notice hereunder, and shall be either (i) delivered by hand, (ii) made by telex, telecopy, e-mail, or facsimile transmission, (iii) sent by overnight courier, or (iv) sent by registered mail, return receipt requested, postage prepaid. All notices, requests, consents and other communications hereunder shall be deemed to have been given (i) if by hand, at the time of delivery thereof to the receiving party at the address of such party set forth above, (ii) if made by telex, telecopy, e-mail or facsimile transmission, at the time that receipt thereof has been acknowledged by electronic confirmation or otherwise, (iii) if sent by overnight courier, on the next business day following the day such mailing is made, or (iv) if sent by registered mail, on the fifth business day following the day such mailing is made.
  - (c) Entire Agreement. This agreement contains the entire understanding between the parties and supersedes all prior agreements with respect to the Services. This Agreement may not be modified, changed or altered by any statement not contained herein, and may only be modified by further written consent signed by both parties.
  - (d) Severability. Each of the provisions of this Agreement shall be enforceable independently of any other provisions of this Agreement and independent of any other claim or cause of action.
  - (e) Further Assurances. The parties hereto shall at any and all times, upon request by the other party, or its legal representative, make, execute, and deliver any and all such other and further instruments as may be necessary or desirable for the purpose of giving full force and effect to the provisions of this Agreement, without charge therefore.
  - (f) Waiver. The failure of either party at any time to require the performance of the other, of any of the provisions herein, shall in no way affect the respective rights of either party to enforce the same, nor shall the waiver by either party of any breach of any provisions hereunder, be construed to be a waiver of any succeeding breach of as a waiver or modification of the provisions of the contract itself.
  - (g) Governing Law: Jurisdiction; Venue. This Agreement is made and entered into in Volusia County, Florida. Florida laws apply. WorldRETS and the Client agree that any dispute under this Agreement will be subject to binding arbitration under the commercial rules of the

American Arbitration Association. The arbitration shall be conducted in Volusia County, Florida before neutral arbitrators. This is the entire agreement between the parties and may only be amended in writing signed by both parties. All correspondence should be addressed to Alternate Image, Inc. d/b/a WorldRETS, 132 W. International Speedway Blvd, Daytona Beach, Florida 32114.

- (h) Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.
- (i) Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
- (j) Headings. The headings herein are inserted as a matter of convenience only, and do not define, limit, or describe the scope of this Agreement or the intent of the provisions hereof.
- (k) Force Majeure. Any delay in or failure of performance by a party under this Agreement shall not be considered a breach of this Agreement if and to the extent caused by events beyond the reasonable control of such party, including but not limited to Acts of God, embargoes, governmental restrictions, strikes, riots, terrorists attacks, wars, or other military action, civil disorders, rebellion, fires, floods, vandalism, power outages, or sabotage. The party whose performance is affected by such events shall promptly give notice to the other, specifying the force majeure circumstances, and shall do everything reasonably possible to resume performance. If the period of nonperformance exceeds sixty (60) days from the receipt of notice of the force majeure event, either party may, by giving written notice, terminate the Agreement in whole. However, unless this Agreement is terminated as provided in the preceding sentence, the obligations of such party giving notice shall be suspended to the extent caused by the force majeure and so long as the force majeure continues, and the time for performance of the affected obligation shall be extended by the time of the delay caused by such force majeure.

9. Survival. Upon termination of this Agreement, the provisions of paragraphs all of Section III and IV. shall survive.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CLIENT COMPANY NAME

WORLDRETS

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_