

CONTENT PROVIDER DATA DISTRIBUTION AGREEMENT

This Data Distribution Agreement (“**Agreement**”) is entered into by and between _____ (“**Content Provider**”), with _____ a principal office at _____, and Yardi Canada Ltd., a Canada corporation doing business as Point2 Technologies (“**Point2**”), with an office at 500-3301 8th Street E., Saskatoon SK S7H 5K5, Canada, effective as of the date of the last party signature below (the “**Effective Date**”).

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

- a. **Confidential Information:** “Confidential Information” means information and material reasonably considered proprietary by the disclosing party, or designated “confidential” by the disclosing party, and not generally known to the public that the receiving party may obtain knowledge of or access to as a result of this Agreement. Confidential Information includes, but is not limited to, the following types of information and other information of a similar nature (whether in oral, visual, audio, written or other form): (a) all Content Provider Data, except to the extent to which this Agreement permits its disclosure; (b) IP addresses, access codes and passwords; (c) any information the disclosing party obtains from any third party that the disclosing party treats as proprietary or designates as Confidential Information, whether or not owned or developed by the disclosing party; and (d) information regarding copyrighted, trademarked, trade dress or trade secret material or other intellectual property; (e) software programs, software source documents, database dictionaries, database architecture, mask works, user manuals and software documentation, ideas, drawings, models, inventions, know-how, techniques, schema, equipment, reports, algorithms, formulae and any information related to current, future, and proposed software, products and services; (f) financial information of a party, (g) information concerning research, experimental work, development, design details and specifications; (h) information related to customers, customer lists, investors, employees, business and contractual relationships, business forecasts, sales and marketing plans, (i) the terms and conditions of this Agreement, and (j) any other information related to a party’s business which is of a proprietary or confidential nature. Confidential Information does not include information that is or becomes publicly available by other than unauthorized disclosure by the receiving party; is independently developed by the receiving party; is received from a third party who has lawfully obtained and disclosed it without breaching any

confidentiality agreement; or is already known by the receiving party at the time of its disclosure.

- b. **Consumer Display:** Display of Licensed Data in response to a consumer’s search on a website, or mobile application or similar platform functioning in a fashion similar to a website, actually and apparently operated by a Recipient, for the consumer’s personal use.
 - c. **Content Provider Data:** Data relating to real estate for sale or lease, previously sold or leased, or listed for sale or lease and data relating to Participants and Subscribers (including text, photographs, and all other data formats now known or hereafter invented) entered into the Content Provider’s databases by Participants, Subscribers, Content Provider, and third-party contractors of Content Provider.
 - d. **Data Interface:** The transport protocols and data storage formats described in Exhibit A, or such other protocols and formats mutually agreed upon by Content Provider and Point2. Point2 may make changes in the Data Interface in its reasonable discretion; provided such changes conform with the requirements of this Agreement.
 - e. **Licensed Data:** That subset of the Content Provider data licensed for use under this Agreement, which is more fully described in Exhibit A, or those records and fields mutually agreed upon by Content Provider and Point2.
 - f. **Licensed Marks:** Those trademarks, service marks, word marks, logos and distinctive marks of all other kinds, if any, set out in Exhibit A as Licensed Marks. If no Licensed Marks appear in Exhibit A, then there are no Licensed Marks.
 - g. **Licensed Materials:** The Licensed Data and Licensed Marks.
 - h. **Participant Content:** With regard to any Participant, the listing records that Participant has entered or caused to be entered into Content Provider’s databases and roster information relating to that Participant and Subscribers affiliated with it in Content Provider’s databases.
 - i. **Participant:** Any firm or office of real estate brokers that obtains multiple listing services from Content Provider.
 - j. **Recipient:** A company that enters an agreement with Point2 under which it seeks the right to reproduce, display or publish Licensed Data.
 - k. **Subscriber:** Any real estate licensee affiliated with a Participant.
2. **LICENSE, PURPOSES, LIMITATIONS AND REQUIREMENTS**

- a. License and data access.
 - i. Content Provider grants to Point2 the license to copy, distribute, and display the Licensed Materials, only to the extent necessary to achieve the purposes set out herein, only during the term of this Agreement, and only to the extent permitted by and subject at all times to the terms and restrictions of this Agreement.
 - ii. Content Provider grants to Point2 and Recipients a license to use the Licensed Marks, as provided in this Agreement and during the term of this Agreement.
 - iii. This Agreement is a non-exclusive license, and not a sale, assignment or exclusive license.
 - iv. During the term of this Agreement, Content Provider shall provide to Point2 access to the Licensed Data via the Data Interface.
- b. Content Provider represents and warrants that the Content Provider has no actual knowledge that the Contract Provider Data and the Licensed Material do not infringe the rights of any third party.
- c. Point2 may:
 - i. Make a Consumer Display of the Licensed Data via a means operated by Point2 to the extent expressly provided in this Agreement and provided Point2's display meets all the requirements for Recipient.
 - ii. Sublicense the Licensed Data to Recipients subject to the terms of this Agreement. Point2 may impose greater restrictions than those set forth herein on Recipients' use of the Licensed Data.
 - iii. Make available to Content Provider, Participants and Subscribers products and services of Point2 and its affiliated clients, as described in [Exhibit B](#).
 - iv. Enter into other agreements with Content Provider, Participants and Subscribers for the provision of other services.
- d. ALTERNATIVE : <Content Provider will provide the Licensed Data on an opt-out basis, meaning that Participants will be required to provide notice if they do not want their listing data displayed.> OR <Content Provider will provide the Licensed Data on an opt-in basis, meaning that Participants will have to provide notice if they want their listing data to be displayed.>
- e. Point2 shall not intentionally make the Licensed Data or the Confidential Information available to any third party except as expressly authorized to do so under this Agreement.
- f. The following restrictions shall apply with respect to Participants:
 - i. Point2 shall make available to Participants the Point2 Dashboard, which is a syndication control panel. The Point2 Dashboard is intended to identify the Recipients as of the date which they are available to Participant. Point2 may update the list of Recipients from time to time. The Point2 Dashboard is intended to act as a mechanism to update Point2's roster of Participants, automatically activating accounts for new Participants as they join Content Provider and deactivating accounts for Participants who no longer desire to participate with Content Providers.
 - ii. A Participant may opt in or opt out to distribution of its Participant Content to any applicable Recipient by entering the Point2 Dashboard and including or excluding that Recipient in distribution, subject to any restrictions imposed by the Participant's Content Provider.
 - iii. Participants may access the Point2 Dashboard and change the opt-in and opt-out selections regarding any Recipients, subject to any restrictions imposed by the Participant's Content Provider. The Point2 Dashboard may include reasonable restrictions as to the frequency of opt-in/opt-out and there may be a lag period of when an opt-in/opt-out is effective.
- g. Other functions of the Point2 Dashboard:
 - i. Attached as [Exhibit C](#) is a description of basic analytic information regarding Recipients that may be available to Content Providers and Participants, including any fees for such analytic information. [Exhibit C](#) may be updated by Point2 from time to time and Point2 shall promptly provide Content Provider with such updated exhibit.
 - ii. Participants may activate "agent" accounts on the Point2 Dashboard for Subscribers associated with the Participant, provided the Participant agrees to pay Point2 the then-applicable fees for such services.

3. COMMITMENTS OF RECIPIENTS

- a. In order to be a Recipient entitled to receive Participant Content pursuant to this Agreement, each Recipient must agree to comply with the following requirements listed below.
 - i. The Recipient agrees to display Licensed Data only in the context of a Consumer Display.
 - ii. The Recipient shall display all of the Licensed Data, unless the Recipient has a defined "niche" (such as ranches, lake properties etc.) identified in Recipient's agreement with Point2. If Recipient has a defined niche, then

- only the relevant Licensed Data shall be displayed by Recipient.
- iii. The Recipient agrees not to retain or display any of the Licensed Data after termination of this Agreement; and not to retain or display a Participant's Participant Content after that Participant has opted out of display on the Recipient.
 - iv. The Recipient agrees that it must retain custody of the Licensed Data; the Recipient may not operate sites on behalf of third parties, even if the data remains in Recipient's custody, is "framed" on a third party's site, and is labeled as "powered by" the Recipient.
 - v. The Recipient may not retransmit, redistribute, or re-syndicate any Licensed Data.
 - vi. The Recipient acknowledges that it receives Licensed Data "as-is" and that Content Provider is not responsible for data quality or accuracy and makes no warranties to Recipient regarding the Licensed Data, including warranties of non-infringement.
 - vii. The Recipient agrees that any fees that it charges Participants whose Participant Content it receives under this Agreement shall be marketing fees or advertising fees charged on a per-Participant, per-Subscriber, per-listing, or per-consumer-contact basis; and not brokerage commissions or referral fees requiring a brokerage license paid only in the event that a transaction closes. The only fees payable to Point2 from Participants or Subscribers will be from separate agreements signed with such Participants or Subscribers. Nothing in this Agreement is intended to prevent Recipients from entering into bilateral agreements directly with Participants to receive data content directly from Participants regardless of whether compensation is involved.
 - viii. The Recipient agrees that it shall not modify the Licensed Data in any material way including but not limited to, removing Licensed Marks, removing the Participant's contact information or hyperlink to the Participant's website, removing security measures, or removing any watermark from photographic images in the Licensed Data.
 - ix. The Recipient agrees not to capture prospects or leads from the display of specific real estate listings derived from Licensed Data and sell them back to Participants or Subscribers or divert any such captured prospects and leads to third parties. Any consumer leads or prospects generated based on the display of the Licensed Data must be emailed directly to the broker or agent representing the specific listing.
 - x. The Recipient agrees that it shall not feature any other persons or companies associated with a specific listing broker's listing in an as prominent or more prominent manner as the listing broker in any advertisement or promotion.
 - xi. The Recipient agrees to show the listing agent's or broker's contact information in a prominent manner, which requirement will include at a minimum displaying information in the following manner: (i) name, a "non-scrapable" email link, phone number and link to their personal website, when provided; and (ii) the MLS number and the address of each listing (except where the Data Interface indicates that the seller of the property does not wish the address to be displayed).
 - xii. The Recipient will have enforceable and legally binding terms of use or an end-user license agreement (TOU) requiring the user of the Recipient site to agree to the following terms: (i) display of the Licensed Data is for the consumer's personal non-commercial use; (ii) the consumer will not attempt to gather or "scrape" Licensed Data from the Recipient via automated means; (iii) the consumer agrees that Content Provider is a third-party beneficiary of these portions of the TOU and is entitled to enforce them against the consumer; (iv) the consumer agrees that the consumer's breach of the foregoing provisions would cause Content Provider irreparable harm and entitle Content Provider to equitable relief.
 - xiii. The Recipient shall display a valid copyright notice on each display screen, web page, and printout displaying any part of the Licensed Data as may be required by Content Provider.
 - xiv. The Recipient shall provide a link on each listing display that directs consumers to the URL provided with each listing where consumers can access extended property information.
 - xv. Unless expressly approved by the Content Provider, Recipient shall not sublicense the Licensed Data or use or display the Licensed Data in any derivative works.
 - xvi. The Recipient will use reasonable care to protect the Licensed Data from screen-scraping and other forms of misappropriation and misuse.
4. **DATA REFRESH FREQUENCY.** Point2 and the Recipients must act to ensure that (a) all sites displaying Licensed Data are updated no less frequently than once in each 24-hour period and (b) upon an update of Licensed

Data from Content Provider, neither Point2 nor Recipient shall continue display of any listing or Participant or Subscriber record that is no longer included in the feed of Licensed Data provided through the Data Interface.

5. **POINT2'S OTHER OBLIGATIONS, ACKNOWLEDGEMENTS, AND WARRANTIES**

- a. Point2 shall make a reasonable effort to respond to all inquiries made directly by Participants and to all inquiries from Participants referred to it by Content Provider. Content Provider's responsibility to support Participants with regard to inquiries regarding the services provided under this Agreement shall be to verify that the applicable Participant Content is being transmitted to Point2 through the Data Interface.
- b. Point2 acknowledges that Content Provider provides the Licensed Data on an as-is, as-available basis. Content Provider shall not be liable to Point2 for any claim arising from inaccuracies in the Licensed Data or any failure, whether on the part of Point2 or of Content Provider, to update the data promptly. However, Content Provider will make a reasonable effort to regularly update and ensure the accuracy of the Licensed Data.
- c. Point2 is not liable for any damage or loss of goodwill associated with circumstances or issues outside of Point2's reasonable control, in data integrity, accuracy, or timeliness arising from Point2's or the Recipients' use of the Licensed Data.
- d. Point2 acknowledges that, as among the parties to this Agreement, Content Provider is sole owner of and possesses all right, title, and interest in all copyrights in the Licensed Data. Point2 is the sole owner and possesses all right, title and interest in the Data Interface and all intellectual property involving Point2's products and services.
- e. Point2 shall employ reasonable, industry-standard measures to prevent "data piracy" and other unauthorized access and use of the Licensed Data.
- f. Point2 warrants that its services (not including the Content Material itself) do not and shall not infringe, misappropriate or violate any patent, copyright, trademark, trade secret, publicity, privacy or other rights of any third party.

6. **RESIDUAL PAYMENTS.** If Content Provider chooses to promote or market to its Subscribers products and services offered by Point2, Content Provider will receive the Residual Rate described in Exhibit D.

7. **COMPLIANCE AUDIT.** Not more than one time every 12 months, Content Provider may, or at its option may engage an independent third party to, review, inspect, and test the books, records, equipment, and facilities of Point2 to the extent reasonably necessary to ascertain Point2's compliance with this Agreement (an "Audit").

Content Provider may conduct such Audit upon at least 30 days prior notice. Content Provider shall pay the costs of the Audit; provided, however, if the Audit shows a discrepancy of greater than 5% of the total amount of any payments, the costs of such Audit will be reimbursed by Point2 (not to exceed \$3,000).

8. **CONFIDENTIAL INFORMATION**

- a. Each party shall protect the Confidential Information of the other party with the same degree of care it takes to protect its own sensitive business information of like kind, but in no event less than reasonable care. A party may disclose Confidential Information if law, court order, or regulation requires such disclosure; provided, however, that party makes commercially reasonable efforts to notify the other party in writing in advance of such disclosure.
- b. Within 30 days after the termination of this Agreement, each party shall return to the other party, or destroy, all Confidential Information and all other materials provided by the other party hereunder. Each party shall also erase, delete, or destroy any Confidential Information of the other party stored on magnetic media or other computer storage, including system backups. Upon the request of either party, an officer of the other party shall certify in writing that all materials have been returned and all magnetic or computer data have been destroyed.

9. **TERM AND TERMINATION.** The term of this Agreement begins on the Effective Date. This Agreement shall terminate upon the occurrence of any of the following events: (a) 90 days after either party's notice to the other of its intent to terminate; (b) 30 days after either party's notice to the other that the other has breached this Agreement, provided the breach remains uncured; (c) immediately upon any party's notice to another that the other has breached this Agreement, provided the breach is not susceptible to cure, is one of a pattern of repeated breaches, or has caused the party giving notice irreparable harm.

10. **GENERAL PROVISIONS**

a. **Applicable law.** The laws of the State of California shall govern this Agreement and its interpretation.

b. **Venue**

- i. Any action or proceeding related to or arising out of this Agreement initiated by Content Provider shall be resolved only in a court of competent jurisdiction in the City of Santa Barbara, State of California (or the court of competent jurisdiction closest to the City of Santa Barbara, CA if no court of competent jurisdiction resides in the City of Santa Barbara, CA), and the parties consent to the personal jurisdiction of such courts and expressly waive any right they may otherwise

- have to cause any such action or proceeding to be brought or tried elsewhere.
- ii. Any action or proceeding related to or arising out of this Agreement initiated by Point2 shall be resolved only in a court of competent jurisdiction in the City of [Content Provider], State of [Content Provider] (or the court of competent jurisdiction closest to the City of [Content Provider] if no court of competent jurisdiction resides in [Content Provider], and the parties consent to the personal jurisdiction of such courts and expressly waive any right they may otherwise have to cause any such action or proceeding to be brought or tried elsewhere.
 - c. **Content Provider's Remedies.** Because of the unique nature of the Content Provider Data and Confidential Information, Point2 acknowledges that Content Provider would suffer irreparable harm in the event that Point2 breaches its obligations under this Agreement, and that monetary damages would be inadequate to compensate Content Provider for a breach. Content Provider is therefore entitled to injunctive relief as may be necessary to restrain any threatened, continuing, or further breach by Point2 without showing or proving any actual damages sustained by Content Provider, and without posting any bond or other security.
 - d. **Limitation of liability/exclusion of warranties. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER ARISING FROM ANY BREACH OF THIS AGREEMENT, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; THE PARTY'S SOLE REMEDIES AGAINST EACH OTHER HEREUNDER SHALL BE TERMINATION OF THIS AGREEMENT AND ACTUAL DAMAGES NOT IN EXCESS OF THE SUM OF \$1,000, EXCEPT SUCH LIMITATION SHALL NOT APPLY FOR ANY LOSS OR DAMAGE CAUSED BY A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THE PARTIES EACH DISCLAIM ALL REPRESENTATIONS AND IMPLIED AND EXPRESS WARRANTIES, EXCEPT THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT. THIS PARAGRAPH SETS OUT THE PARTIES EXCLUSIVE REMEDIES.**
 - e. **Attorney's fees.** If any party prevails in any action to enforce or interpret this Agreement or any provision hereof, it shall be entitled to its reasonable attorney's fees and costs for such legal action.
 - f. **Indemnification.** Subject to Paragraph 10(c), in the event any party breaches any provision of this Agreement, that party (the "Indemnifying Party") shall indemnify the other parties, their subsidiaries and affiliated companies, and all their respective employees, directors, agents, and authorized successors and assigns (the "Indemnified Parties"), against any and all losses, damages, and costs (including reasonable attorneys' fees) arising from each claim of any third party resulting from the Indemnifying Party's breach. The Indemnified Parties shall (a) promptly notify the Indemnifying Party in writing of any claim and give the Indemnifying Party the opportunity to defend or negotiate a settlement of any such claim at the Indemnifying Party's expense, and (b) cooperate fully with the Indemnifying Party, at the Indemnifying Party's expense, in defending or settling any such claim. The Indemnified Parties shall be entitled to engage their own local counsel at the Indemnifying Party's expense. Notwithstanding the foregoing indemnity, Content Provider acknowledges that despite the fact that Point2 will include reasonable protections in its agreements with the Recipients, Point2 is not liable for any breach or violation of this Agreement, infringement, or any loss or damages caused by the actions of the Recipients.
 - g. **Notice.** All notices to be given under this Agreement shall be mailed, sent via facsimile transmission, or electronically mailed to the parties at their respective addresses set forth herein or such other address of which any party may advise the others in writing during the term of this Agreement; and shall be effective the earlier of the date of receipt or three days after mailing or other transmission.
 - h. **No Waiver.** No waiver or modification of this Agreement or any of its terms is valid or enforceable unless reduced to writing and signed by the party who is alleged to have waived its rights or to have agreed to a modification.
 - i. **No Assignment.** No party may assign, delegate, or otherwise transfer any of its rights or obligations under this Agreement (each a "Transfer") to any other party without the prior written consent of the other party. Any purported Transfer in contravention of this paragraph is null and void.
 - j. **Entire Agreement.** This Agreement, and all exhibits attached hereto, contains the full and complete understanding of the parties regarding the subject matter of this Agreement and supersedes all prior agreements, representations and understandings, whether oral or written, relating to the same subject matter.
 - k. **Relationship of the Parties.** The relationship of Content Provider to Point2 is that of independent contractor. No party shall be deemed to be the agent, partner, joint venturer, franchisor or franchisee, or employee of Content Provider or have any authority to make any agreements or representations on the behalf of Content Provider.

Each party shall be solely responsible for the payment of compensation, insurance, and taxes of its own employees.

- I. **Severability.** Each provision of this Agreement is severable from the whole, and if one provision is declared invalid, the other provisions shall remain in full force and effect. In the event a court having jurisdiction over the parties holds any provision of this Agreement invalid or unenforceable, the parties shall negotiate in good faith to replace the

invalid or unenforceable provision, if possible, with a valid provision that most closely approximates the intent and economic effect of the invalid provision. If any provision of the limitation of liability, exclusion of warranty, or indemnification is held invalid or unenforceable, this Agreement shall immediately terminate unless the parties agree to the contrary.

In consideration of the mutual covenants set forth in this Agreement, the duly authorized representatives of the parties executed this Agreement as of the Effective Date.

CONTENT PROVIDER

By: _____
Name: _____
Title: _____
Date: _____

Contact for notices and operations matters

Name: _____
Phone: _____
Email: _____
Mailing: _____

POINT2

Yardi Canada Ltd., doing business as Point2 Technologies

By: _____
Name: _____
Title: _____
Date: _____

Contact for notices and operations matters

Name: _____
Phone: _____
Email: _____
Mailing: _____

Exhibit A

Specification of Licensed Materials and Data Interface

Licensed Data

Attached as Schedule 1 is a description of listing records and fields that will be included in the Licensed Data, including any limitations on status, property type, and other listing characteristics. Schedule 1 is subject to modification and updating by Point2 from time to time.

Licensed Marks

Attached as Schedule 2 is a list of any marks (words, Content Provider name, logos) that Point2 and Recipients will be permitted/required to use to identify the source of the Licensed Data in/on their products, as well as any restrictions associated with such marks. Schedule 2 may be updated by the Content Provider from time to time.

Data Interface

Point2 is capable of receiving data via numerous supported transport methods. Typical mechanisms are:

RETS – between 5am and 9:30am CST, Point2 connects to a RETS server and downloads all of the active listings (and associated photos) that have been made available to Point2 as determined by their contract type. The exact time of this download can be predetermined if required. This is the preferred method.

FTP/FILE – alternatively, Point2 can develop custom software (sometimes at a development cost) in order to take critical data files via FTP. This method is not preferred.

Point2 may provide additional or preferable data transfer methods from time to time.

Use of Licensed Marks

Point2 and Recipients may use the Licensed Marks as provided below.

Each display of Licensed Marks shall conform to these requirements:

Mark Licensee may use the Licensed Marks only during the term of this Agreement.

Mark Licensee may use the Licensed Marks only on products and services incorporating the Licensed Data or a portion of it; on promotional materials directly related to such products; and not on any other material, including without limitation business cards, letterheads, office or yard signs, and other advertising.

If at any time this Agreement terminates, Mark Licensee will immediately and thenceforth eliminate the Licensed Marks from, and refrain from using the Licensed Marks in, any print or electronic publication or material, including web sites and brochures.

To ensure that the Licensed Marks are not used inadvertently and improperly, Mark Licensee may use the Licensed Marks only in a context in which they will be understood by the public to denote Content Provider as the source of the Licensed Data.

Mark Licensee must use the Licensed Marks only in the style and form dictated by Content Provider. Mark Licensee shall not alter any of the Licensed Marks in any way during reproduction, except that Mark Licensee may alter the size of a Licensed Mark, provided the aspect ratio remains the same and each element of the Licensed Mark remains legible.

Without limiting the generality of the previous paragraph, Mark Licensee shall **never** make any of the following uses of the Licensed Marks:

- Redraw, round the corners, reshape, trace, tilt, intersect, photographically alter or otherwise distort the Licensed Marks.
- Use any of the Licensed Marks as part of a company or individual name, or as any part of a domain name, URL, or web address.
- Superimpose any of the Licensed Marks over any graphic pattern or design.
- Combine any of the Licensed Marks with any other symbol or device.
- Outline or frame any of the Licensed Marks.

Mark Licensee may not use any of the Marks or any portion of them as part of any domain name or web site name of Mark Licensee. Mark Licensee may not use any of the Mark as a hypertext link, as such a use can suggest an endorsement or recommendation of the linked site by Content Provider. The only exception is to establish links required under this Agreement.

Schedule 1

Licensed Data Technical Information

At Point2 we have a number of fields that we require in order to process a listing record as valid, and we define a set of base fields that all listings should have in order to be displayed with enough information to be useful to consumers (and hence, generate leads for Agents and Brokers).

REQUIRED – Required fields are used to manage a listings identity and its state.

Currency – we set this to USD for all listings originating from the United States, and CAD for all listings in Canada unless the MLS specifies otherwise.

PropertyType – see The Point2 Property Types for our list, we map from each MLSs list of types to ours (RETS does not specify an absolute list that MLSs have to adhere to).

ListingStatus – for sale, sale pending, and for rent are our active (on-market) statuses. We convert all off-market listings in our system to archived (as we don't store any sold information, we have no notion of sold vs. withdrawn even though those are common RETS statuses for inactive data).

CreatedDate – defaults to the datetime Point2 first sees it if not available in the RETS feed.

ListedDate – defaults to CreatedDate if not available in the RETS feed.

UpdatedDate - defaults to the last process datetime if not specified in the feed. We do however prefer to use the RETS standard: ModifiedDateTime field if it's present in the feed.

Office Identity Key - must map to an Office RETS resource record – see the Entity Model below.

Agent Identity Key - must map to an Agent RETS resource record – see the Entity Model below.

RegionalMLSNumber - a valid MLS# in your system.

ProviderReferenceID - an optional secondary key identifier for listings in your RETS system, if a system has no separate id, we set this the same as the RegionalMLSNumber.

BASE – The base fields establish all of the values for a listing that users are primarily interested in when searching for a suitable match to their criteria.

CanShowAddress / CanShowRegionalMLSNumber

We respect these indicators if they are found in the feed, hiding values from public facing websites if that is desired.

Address (as complete as possible) – this is built up from the fairly standard RETS address fields available (Street Number + Street Name + Street Direction).

Suite (for Condominiums and Apartments) – this is also sometimes called Unit in RETS feeds.

Zip/Postal Code – we take as much zip code or postal code information as we can, we can read in zip4 data, but we've discovered that most syndication partners don't accept anything past a standard 5 digit zip.

City (Latitude/ Longitude) – lat/lon info allows us to enable map based features.

ListPrice / RentalPrice – we can store both a list price and a rental price but we can only mark the listing as "For Sale" or For Rent". This is almost always determined by the RETS resource where the listings is sourced.

RentalPricePeriod – defaults to monthly unless it is specified in the feed. There is no RETS standard for how to represent the rental period.

AssociationFee – we enforce this as monthly, and if given in a yearly or semi-annual format, we will try to calculate it as monthly.

TaxAmount – there is no standard name for a field indicating the yearly tax figure, but we try to ensure that we locate, store and syndicate this information if it can be determined.

TaxYear - if a TaxAmount is found, but no TaxYear, then we will default to the current year.

PropertyStyleComment (examples: Colonial, Dutch, Saltbox, 1½ Story) – we will combine as many fields as the MLS or association has created in their RETS feed and put it together using an appropriate delimiter.

DetailDescription – a user entered description of the listing, usually no more than 200 to 300 characters long, often called AgentRemarks, MarketingRemarks or just Remarks in RETS feeds.

Size - size of the available living space, expressed in the SizeUnit below.

SizeUnit - defaults to square feet unless the RETS listing clearly specifies.

BedroomsCount – we search a RETS feed for the total bedrooms count indicator and store this as an integer in our system.

BathroomCount – we search a RETS feed for the total bathroom count (summing the full, half, quarter) and store this as an integer in our system.

BathroomComment – we build up a comment string from the RETS feed indicating how many are full baths, how many are half/quarter etc.

BasementComment – because there is so much disparate basement or foundation information found in various RETS feeds across geographic areas, we build up a comment string using as many appropriate fields from the RETS feed as possible.

GarageComment – as BasementComment

LotComment – as BasementComment, we try to include as much dimension/area information as can be reliably extracted from the RETS feed.

LegalDescription – optional, but strongly recommended, this is the actual legal description of the property that the listing sits on, usually matches a civic record. Some RETS feeds use a standard name APN, but it also called ParcelNumber or CivicNumber in certain areas.

VirtualTourURL – if the feed indicates a virtual tour address for the listing, we will store and syndicate.

YearBuilt – almost all RETS feeds have a field indicating this, but it has several different names.

AGENT, OFFICE, BROKER, Listing Agent (or "Sales Agent")

ReferenceID – a value that uniquely identifies the person in the MLSs system, used as a key to link the agent and the listing.

Email – a contact email address for the person, this is never exposed on public facing pages and is only used for identification of the person with Point2. We use the email address to send an initial invitation to the member to use the Point2 system, and we route leads to the email address in the feed.

Full Name – most RETS feeds have a full name field, or we'll build up the full name using a First + Last strategy if no FullName field exists.

Contact Info – every RETS server represents the contact info a little differently, we aim to capture the pertinent marketing information (their office phone, fax, mobile) and store it.

Agent Photo – If your RETS feed includes an agent photo it will be added for display on the public member website.

IsActiveInMLS – if your RETS feed contains inactive members we will need a field to identify if the inactive members should be imported to display in the Agent Directory on the public member website.

MemberType – if the RETS data contains more than just agent and broker data (ex. office managers) we ask that you include a field to identify who should import and display on the public member website.

Office/Brokerage

Name – a name for the brick and mortar office/location.

BrokerageName – (optional) a name for the group of offices that the office belongs to.

ReferenceID - a value that uniquely identifies the office in the MLSs system, used as a key to link the listing to an office.

Broker Identity – this ID field must map to a person who is the responsible member (also called "Broker of Record" or "Designated REALTOR") for the office.

Contact Info – every RETS server represents the office contact information a bit differently depending on how much detail they track internally. Point2 wants the branch/office phone number, fax number and website URL if it exists.

Broker – "Designated REALTOR", "Broker of Record", or "Responsible Member".

ReferenceID – same as an Agent Reference ID.

Email – same as an Agent Email.

NOTE: commonly the "Broker" is just like any other record in the Agent resource, except this agent the responsible member for the listings for the office.

Open Houses (Optional)

If it is desired to have open house data display on the public websites please add Open House data to the RETS feed. It is usually added as a separate data class. The fields required are as follows:

StartDateTime – format required: yyyy-MM-dd'T'HH:mm:ss.

EndDateTime – format required: yyyy-MM-dd'T'HH:mm:ss.

Description – Any notes to be displayed about the open house.

ListingID – This is the unique identifier used to link back to the listing data in the listing resource. This is typically the MLS number, or the RETS server unique identifier for the listing.

PROPERTY TYPES

At Point2, we differentiate seven main types of listings and one additional type as “other” to catch the special cases. We have had good experience mapping all of the various RETS resources to our types, and would suggest that our types could be used as a standard set of RETS resource types when setting up a new RETS server.

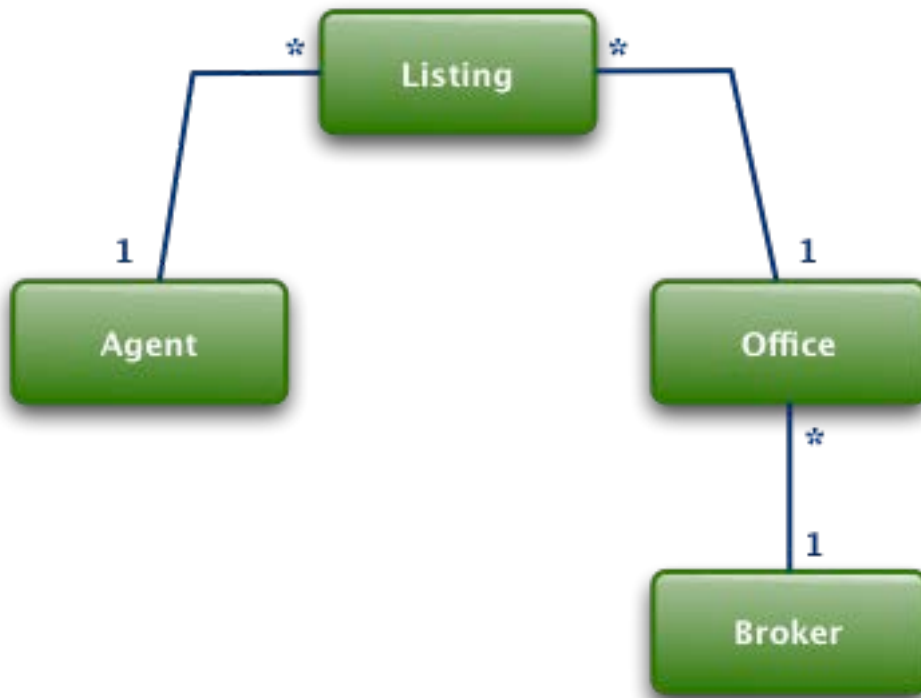
- **Residential** – single family dwellings (detached), mobile homes and duplexes
- **Lots and Land** – empty lots or bare land with no or few structures or out buildings
- **Commercial** – commercial property structures of various types, also businesses
- **Condo** – apartments, townhouses and condominiums, both for sale and for rent
- **Multifamily** – quad-plex structures and higher, income properties
- **Recreational** – cabins, summer houses, lake houses, resort properties, timeshares
- **Farm and Ranch** – listings including workable land (usually with a home)
- **Other** – catch all for highly specialized listings that do not fit anywhere else

Many MLSs and Associations will use a combination of the RETS resource name plus some “subtype” information to accurately describe the property type in language that is common within the MLS.

Point2 aggregates many feeds from many sources and will use combinations of subtype information with resource names to group listings into the eight categories listed above that are well understood by the syndication partners.

Point2 works closely with MLSs and Associations to ensure that Point2’s mappings allow data to flow easily to the syndication partner sites.

Entity Model



What does the entity model mean?

Listings are the root object.
An agent has many listings.
An office has many listings.
A Broker manages one or more offices.

Questions?

Data Integration Team (dataintegration@point2.com)
Yardi Canada Ltd. dba Point2 Technologies
(306) 955-1855 (ext. 280)

Schedule 2

List of Marks and Restrictions

Exhibit B

Provided Services

- 1) Content Provider shall provide all of their real estate listings and Subscriber information associated with such listings to Point2 (the "**Listings**") with the frequency agreed upon between Point2 and Content Provider.
- 2) Subscribers shall have a period of time (period decided by Content Provider) to remove any or all Recipients from receiving Subscriber's Listings through the interface described below. After said period, Point2 shall syndicate applicable Listings to applicable Recipients. At any time after applicable Listings are syndicated, Subscribers can remove or add Recipients who receive applicable Listings.
- 3) Point2 shall provide Subscribers of Content Provider with Point2 services accounts and related services.
- 4) Subsequent to the event set out in 2). Subscribers will be able to:
 - a. log into the syndication interface provided by Point2;
 - b. determine which Recipients to syndicate their listings to;
 - c. review basic analytics about their listings that have been syndicated; and
 - d. receive consumer leads from said Recipient at no cost to the Subscriber.
- 5) With their Point2 services account, Subscribers shall have the option to create a Point2 Agent Account to receive additional Point2 services where Subscriber agrees to pay the applicable fees.
- 6) Where a Point2 Agent Account is not created by the applicable Subscriber and the Subscriber's listing is clicked through from a Recipient's website, the detailed view of said listing shall be displayed on a Point2 provided website. The listing page on said Point2 provided website shall capture the consumer lead and present it to the applicable Subscriber. The Subscriber can click through to a Point2 Agent Account to manage said consumer lead if desired.
- 7) Point2 shall provide product adoption materials relating to Point2 services for Content Provider's Subscribers.
- 8) Where Point2 receives a feed of the same listing, from more than one source, Point2 reserves the right to augment the specific listing for display on Recipient's websites (e.g., adding photos and relevant demographic data). This augmentation will be done for the purpose of presenting the consumer with the best possible listing compilation. This will maximize the consumer leads for applicable Subscribers.

Exhibit C

Analytics

Analytics available to all Participants through the Point2 Dashboard

The following analytic data will be available at no charge to Participants regardless of whether they elect to have “agent” accounts:

- Prospect counts and details
- Cumulative listings per views
- Cumulative listings per click-throughs to the listing detail page

Analytics available to Content Provider under this Agreement

The following analytic data will be available to Content Provider through the Point2 Dashboard at all times:

- Total number of Subscribers classified as “Agents” who have activated their dashboard.
- Total number of Subscribers classified as “Agents” who have also upgraded to any of the paid subscription levels
- Total number of Subscribers classified as “Brokers” who have activated their dashboard.
- Total number of Subscribers classified as “Brokers” who have also upgraded to any of the paid subscription levels

EXHIBIT D

Residuals

- 1) During the term of this Agreement, Content Provider shall receive 5% (the “**Residual Rate**”) of Point2 services subscription payments paid to Point2 by Subscribers of Content Provider where such Subscribers acquire Point2 services on or after the Effective Date.
- 2) Residual payments will be made by Point2 to Content Provider on a quarterly basis, within 30 days following the end of each calendar quarter. Any payments that are less than \$500 per quarter will be accumulated and paid at the end of the year instead of quarterly.

Maximizing Residual Payments

There are a number of marketing undertakings in which Point2 and Content Provider can work together that will contribute to the Content Provider increasing residuals. Some of these items include, but are not limited to:

- a. Invite Point2 to provide your Subscribers ‘Education Sessions’ about Point2 services;
- b. Content Provider markets Point2 at tradeshow that Content Provider hosts;
- c. Content Provider promotes Point2 on Content Providers’ MLS and/or Content Provider’s website;
- d. Content Provider promotes Point2 within its newsletters or other channels of communication during the year;
- e. Content Provider holds Point2 education, orientation and/or training sessions; or
- f. Content Provider provides articles and case studies provided by Point2 to its Subscribers.