

**MULTIPLE LISTING SERVICE OF ULSTER COUNTY, INC.
WEBSITE DOWNLOADING AGREEMENT (1/31/07)**

A. The ULSTER COUNTY MULTIPLE LISTING SERVICE, INC. (UCBRMLS)

B. Randy Spiesman, a Participant in UCBRMLS
(Participant), AND

C. _____, an Agent (if applicable):

1. GRANT OF LICENSE: UCBRMLS hereby grants Participant a nonexclusive license to electronically transfer information from UCBRMLS' database to the Participant's own database (download), and to display such information on Participant's website commencing as of date hereof, and terminating as hereinafter specified.

Participant acknowledges UCBRMLS'S ownership of the copyrights in the information electronically transferred from UCBRMLS' database pursuant to the license granted herein.

There will be a \$100 fee to participate in the IDX Program. (All users) If a violation of the rules occur, the Board will warn the user. If the violation is not corrected in 5 Business days the board has the option of discontinuing the service. If service is discontinued due to violations of any rules of IDX, there will be a \$100 fee to be reinstated.

2. NO INFORMATION FROM PARTICIPANT'S POSSESSION: Participant agrees not to permit any Consultant to take any information whatsoever downloaded from UCBRMLS'S database from Participant's possession or control, either during the time Consultant is performing services for Participant or thereafter.

- 3.. INFORMATION TO BE RETAINED BY PARTICIPANT: Participant agrees to retain in Participant's possession all information transferred pursuant to this Agreement, and further agrees that all UCBRMLS' data may be processed by Participant's own computer, and in a format different than it appears on UCBRMLS' online system, and the Participant will be bound by said Rules and regulations, and Bylaws as amended from time to time.

4. DOWNLOADING PROCEDURE: The process and procedure for downloading shall be by such equipment and procedure as may be determined by UCBRMLS, from time to time, its sole discretion.

- 5.. PUBLICATION OF DATABASE: Participant may display all or a portion of UCBRMLS' database in strict compliance with UCBRMLS' then current MLS Rules and Regulations and Bylaws, and in accordance with applicable law and Regulations of the NYS Department of State, Division of Licensing Services, on an Internet site controlled by Participant and advertised as Participant's Internet site.

6. . RIGHT TO TERMINATE LICENSE: UCBRMLS shall have the right at any time, and in UCBRMLS' sole discretion, to terminate the right to transfer information (download) and display such information forthwith upon delivery of written notice to Participant. Giving notice to Participant by mail, receipt requested E-mail, or fax, shall constitute delivery of said notice to both Participant and or user .

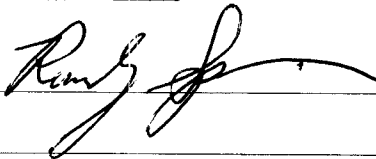
7. UCBRMLS' liability to Participant for any damages under this Agreement shall be limited to the aggregate amounts, if any, paid by Participant to UCBRMLS pursuant to this Agreement. Participant's only other remedy shall be termination of this Agreement. UCBRMLS shall not be liable for any incidental or consequential damages under any circumstances, even if UCBRMLS has been advised of the possibility of such damages. UCBRMLS shall have no liability for inaccuracies in the information electronically transferred to Participant pursuant to this Agreement.

Due to the unique nature of the information electronically transferred pursuant to this Agreement, Participant acknowledges that UCBRMLS would suffer irreparable harm in the event that the Participant or User breaches its obligation under this Agreement and the monetary damages would be inadequate to compensate UCBRMLS for a breach. UCBRMLS is therefore entitled to, in addition to all other forms of relief, injunctive relief as may be necessary to restrain any continuing or further breach by Participant or user, without showing or providing actual damages sustained by UCBRMLS. In the event that UCBRMLS brings and prevails in any action or proceeding to enforce or interpret its rights under this Agreement or any provision hereof, UCBRMLS shall be entitled to reasonable attorney's fees and costs for such action or proceeding against the party whom enforcement or interpretation of this Agreement was sought.

8. There shall be a written agreement between a participant and an agent who is hereby licensing use of IDX, and such shall outline the responsibilities between the participant, agent, and agent's webmaster according to participant's company policy. Such agreement shall be provided to the UCBRMLS within three business days of request to the participant.

9. ORDER OF SIGNATURE: This Agreement shall be signed by the Participant, the users and the UCBRMLS

DATED this _____ day of _____, 20 _____

Participant (principal broker): BY:  _____

Agent (if agent site): BY: _____

UCBRMLS BY: _____

Received \$100 Set up fee _____
UCBRMLS

CC: Confirmation Email to Corporate :