

Real Estate Information System Evaluation Agreement

This Agreement is entered into on _____, 2003 (the "Effective Date"), by and between the **NATIONAL ASSOCIATION OF REALTORS®**, an Illinois not-for-profit corporation with its principal place of business located at 430 North Michigan Ave., Chicago, Illinois 60611-4087 (hereinafter "NAR"), and _____ (hereinafter "Evaluator"), a _____ corporation with its principal place of business located at _____.

RECITALS

WHEREAS, NAR is a national membership association representing the interests of the real estate industry in the fifty states, the District of Columbia, Puerto Rico, the U.S. Virgin Islands and Guam, including Associations of REALTORS® and individual real estate brokers and agents; and

WHEREAS, NAR has established a set of standards for measuring the information security of computerized systems used in the real estate industry to store and manipulate real property information, the REALTOR Secure Program (hereinafter the "Program"); and

WHEREAS, Evaluator is technology service provider with expertise in the security of computerize information systems; and

WHEREAS, Evaluator desires to provide evaluation services to individual real estate brokers and agents who belong to NAR, state and local associations of REALTORS, multiple listing services and their service providers (hereinafter collectively NAR Members) and has completed NAR's evaluator application form; and

WHEREAS, NAR has determined Evaluator satisfies the requirements to serve as an evaluator under the Program and desires to license Evaluator to conduct evaluations to confirm if the computerized information systems used by NAR Members meet or exceed the standards established by NAR under the Program for information security.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth hereinafter, the parties agree as follows:

Information Security Standards: NAR agrees to make available to NAR Members through NAR's member web site, www.Realtor.org, a comprehensive system evaluation guide (hereinafter the "Guide") which is attached hereto and hereby made a part of this Agreement. The Guide shall describe the Program and the "best practices" to be followed by the operators of computerized information systems seeking to avoid the unauthorized use of their systems and the information held in those systems. The Guide shall include a questionnaire to be completed by NAR Members describing the security characteristics of the computerized information system used by the NAR Member (hereinafter the "Questionnaire").

Grant of License. NAR hereby licenses Evaluator to use the Guide to provide evaluation services on computerized information systems used by NAR Members, including the right to reproduce evaluation criteria and checklists contained in the Guide.

License Fee. In consideration of NAR's license to use the Guide to conduct evaluation of the computerized information systems used by NAR Members, Evaluator agrees to pay NAR a license fee of _____ for the initial term of this Agreement and thereafter an annual fee of _____ for each annual renewal term during which this Agreement continues. The fee for the initial term of this Agreement shall be due and payable to NAR upon execution of this Agreement and the fee of any renewal term shall be due on January 1st of each subsequent renewal term under this Agreement.

Evaluation Service Marketing and Fees. Evaluator is solely responsible for marketing its services to NAR Members and contracting with members to provide evaluation services. NAR may, but is not obligated to, make available a list of licensed evaluators for NAR's REALTOR Secure program. Evaluator shall be responsible for setting its own fee for the evaluation services provided to NAR Members. NAR has not made any representation or guarantee regarding the income to be received by Evaluator. Evaluator may not implicitly or explicitly suggest that Evaluator is a part of NAR or otherwise affiliated with NAR other than as a licensed evaluator of computerized information systems for compliance with the standards contained in the Guide.

Evaluation of NAR Member Questionnaires. Evaluator agrees to implement procedures by which Evaluator will manually or electronically confirm whether a computerized information systems used by NAR Member(s) meets or exceeds the standards established in the Guide and the information contained in the Questionnaire completed by the NAR Member regarding their computerized information system is accurate. Where Evaluator uses electronic means for checking the computerized information systems of NAR Members, Evaluator will use acceptable industry standard tools which will allow NAR, if necessary, to reproduce the results.

Evaluation Report. At a minimum, as a part of Evaluator's evaluation services Evaluator shall prepare a summary report and confirmed Questionnaire (a Questionnaire with the answers confirmed by the Evaluator) reporting on the results of each evaluation Evaluator undertakes. Evaluator shall provide a copy of the summary report and confirmed Questionnaire to both NAR and the NAR Member upon the completion of the evaluation. Any additional deliverables to be provided to the NAR Member shall be negotiated between Evaluator and the NAR Member.

Indemnification and Insurance. Evaluator shall indemnify, defend and hold NAR harmless from and against any liability, claims, damages or judgments (including reasonable attorneys' fees) arising out of: (a) any action taken or omitted by NAR in good faith reliance upon information transmitted to NAR by or for Evaluator; (b) any communications from Evaluator to NAR Members regarding Evaluator's evaluation service; (c) any dishonest, fraudulent, negligent or criminal acts on the part of Evaluator, its employees or agency.

Notwithstanding any other provision herein, the quality of the Evaluator's evaluation services is the sole responsibility of Evaluator, and NAR makes no warranty of any kind with respect to

Evaluator's evaluation services. Evaluator shall maintain both general and professional liability insurance in amounts consistent with the customs of Evaluator's industry, including coverage for Evaluator's obligation to indemnify NAR as provided herein. NAR may request and Evaluator agrees to provide upon request from NAR evidence of this coverage.

Neither party to this Agreement shall be liable for punitive, consequential, indirect or other special damages under any provision of this Agreement or for any act or failure to act even if advised of the possibility of such damages.

Term and Termination. The initial term of this Agreement will begin on the Effective Date and will continue thereafter through December 31, 2004. At the conclusion of the initial term, and on an annual basis thereafter, the Agreement automatically will be extended for an additional successive terms of one (1) year unless at least sixty (60) days prior to the then current expiration date of the Agreement either party notifies the other in writing that it does not wish to extend the Agreement.

Either party may terminate this Agreement at any time upon notice to the other party if the other party breaches any material term hereof and fails to cure such breach within thirty (30) days after receiving notice of such breach from the non-breaching party. Additionally, if NAR terminates the Program, then NAR may terminate this Agreement by providing Evaluator thirty (30) days advance written notice of termination.

Those sections of this Agreement which by their nature and purpose survive termination of the Agreement will survive any expiration or termination of this Agreement and shall remain in full force and effect.

Independent Contractor Relationship. It is the express intent of the parties that Evaluator (and Evaluator's employees and/or agents) is an independent contractor and not an employee, agent, joint venturer or partner of NAR. The Agreement will not be interpreted or construed to create an employer relationship, association, joint venture or partnership between the parties. Neither party shall assume or guarantee the other's liabilities, duties or obligations.

Miscellaneous. Neither party shall assign any rights, duties or obligations hereunder without the prior written consent of the other party

Any obligation, covenant, agreement or condition herein may be waived by the party entitled to the benefit thereof only by a written instrument signed by the party granting such waiver. Such waiver shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, then (i) the illegal or unenforceable provision shall be replaced by a revised provision, which, being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal, or unenforceable provision and (ii) the remainder of the Agreement will remain binding and in full force and effect.

All notices, reports, requests, acceptances and other communication required or permitted under this Agreement will be in writing. They will be deemed given (a) when delivered personally, (b) when sent by confirmed telex or electronic mail or (c) one day after having been sent by commercial overnight courier with written verification of receipt.

This Agreement constitutes the entire agreement and understanding between the parties with respect to its subject matter and may not be contradicted by evidence of any prior or contemporaneous oral or written agreement. No amendment or modification of this Agreement shall be effective or binding upon either party unless it is set forth in writing and signed by both parties.

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

EVALUATOR

NATIONAL ASSOCIATION OF REALTORS®

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Fax: _____

Fax: _____

E-Mail: _____

E-Mail: _____