



GIE SUBSCRIBER AGREEMENT

This Global Information Exchange (“GIE”) Subscriber Agreement (“Agreement”) is made as of the date on the signature page below between Houston Realtors Information Service, Inc. (“HRIS”) and the undersigned Subscriber below, and the parties do hereby agree as follows:

Section 1. Subscriber. Any (i) Realtor® member of the Houston Association of Realtors® (ii) any Realtor member of any other Association of Realtors® or (iii) any principal, partner, corporate officer, or branch office manager acting on behalf of an entity licensed for brokerage services by a governmental body within the United States, “licensee,” or any individual licensee shall be eligible for access to the GIE and to use of the GIE upon execution of this Agreement and thus a “Subscriber”. However, no individual or entity, regardless of Association of Realtors® membership status, is eligible for GIE access unless it is a licensee and a subscriber to the Multiple Listing Service owned and operated by HRIS.

Section 2. GIE Service Access. The GIE, owned and operated by HRIS, will give an access code to each Subscriber. A Subscriber shall not allow the sharing of access codes and unauthorized access to the GIE. Each access code is personal to the Subscriber and such Subscriber is obligated to keep the access code confidential and may not share the access code with any other employees or any third party. Subscriber shall immediately notify GIE if any third party gains or has the potential to gain access to a Subscriber’s access code and shall be fully responsible for any and all activities that occur under any access code, whether conducted by a Subscriber or a third party.

Section 2.1. GIE Service Updates and Equipment. From time-to-time changes, updates or enhancements of the GIE may occur, by posting a notice of the change through the GIE or on HAR.com. Subscriber is solely responsible for acquiring and installing all equipment, hardware, software (including web browser software), telecommunications lines, Internet access connections and other items necessary to use the GIE.

Section 2.2. Not a MLS. In view of the fact that the GIE is not a Multiple Listing Service, and no offers of compensation or cooperation can be extended through the GIE, it is not essential that a Subscriber retained by a property owner to market the property have an exclusive right to sell or exclusive agency. Other forms of agreement through which the Subscriber agrees to provide certain marketing services may be the basis for authorizing the submission of property information to the GIE. Where the Subscriber is acting on behalf of the seller or lessor or another licensee, it is essential that there be a written agreement between the Subscriber and the seller or lessor or licensee authorizing the Subscriber to submit information on the property to the GIE. Agreeing to be a Subscriber is voluntary and information submitted to the GIE is on a voluntary basis.

Section 3. Listing Content and Proprietary Rights. All listing content provided to the GIE by Subscriber shall be free from claims of infringement of any kind. The listing content (or all rights thereto) provided by Subscriber shall be owned by Subscriber prior to its submission to the GIE, or Subscriber shall possess the legal rights, license or otherwise, to submit listing content to the GIE for its use in publication and dissemination without a threat or allegation of being in violation of another party’s legal rights to the listing content. Subscriber may not submit any image to the GIE if Subscriber has granted exclusive rights to the image to a third party, nor may Subscriber submit any image to the GIE and thereafter grant exclusive rights to the image to a third party. Subscriber may not submit any image obtained from the GIE to a third party if a requirement of submitting the image is the granting of exclusive rights to the image. GIE may reject or refuse to use, distribute or display any listing content that it considers to be defective, libelous, inaccurate, incomplete or that violates, misappropriates or infringes any rights of any third party. GIE is under no duty to investigate listing content. Subscriber may not submit any property descriptions, photographs, images, financial, transactional, comments, contact or other information, “listing content”, to the GIE unless Subscriber has legal rights to publish, advertise and distribute that information.

If an error in the listing content contained in the GIE is caused by the GIE, then Subscriber's sole remedy will be the correction of the error after notice to GIE.



Section 3.1. License to HRIS. Subscriber has the authority to and does hereby grant to HRIS a worldwide, non-revocable, non-exclusive, royalty-free, sublicensable and transferable license to use, reproduce, modify, resize, adapt, prepare derivative works of, distribute, perform and display the listing content for any purpose as determined by HRIS, and to modify, add to, or remove the metadata contained within such listing content. Subscriber certifies to HRIS that (i) Subscriber is the copyright holder pursuant to a “Work Made for Hire” agreement and grants to HRIS the license set forth above; or (ii) the listing content is not subject to any restrictive copyright agreement and grants to HRIS the license set forth above; or (iii) Subscriber has permission from the copyright holder of the listing content to grant to HRIS the license set forth above. As a condition to a Subscriber displaying any listing content, Subscriber on its website or Internet display shall designate an agent to receive notifications of claimed copyright infringement with the United States Copyright Office under the Digital Millennium Copyright Act (“DMCA”) (17 U.S.C. § 512). The failure to comply with this section shall result in the immediate suspension of the subject Subscriber’s right to use and display the listing content, without prior notice to the Subscriber.

Section 3.2. Authority. HRIS may modify or suspend access to the GIE and use of the GIE (a) as necessary to comply with any law or regulation as reasonably determined by HRIS, (b) to comply with any court order or instruction or (c) if deemed necessary by HRIS in its sole discretion to prevent substantial harm to HRIS or its vendors.

HRIS shall retain all right, title and propriety interest (including without limitation all copyrights, trademarks, patents, and trade secrets) in and to the arrangement and compilation created from the listing content by the GIE, also known as the “data”. Subscriber shall not acquire any proprietary rights thereto. Subscriber acknowledges that the development of the GIE involved the expenditure of substantial time and money. Except as expressly provided herein, HRIS does not grant any rights to the data to Subscriber or any Subscribers under any patents, copyrights, trademarks or trade secret information. Subscriber shall not alter or remove HRIS’s or any vendor’s name, trademarks, copyright notices, disclaimers or other restrictive legends in or on the data.

Section 3.3. License to Subscriber. Without limiting any other provision in this Agreement, HRIS grants Subscriber a limited, non-exclusive, non-transferable, non-assignable, revocable license to use the data or “licensed data” solely for internal use including the provision of services to its clients or marketing its services to prospective clients in accordance with the terms, restrictions and limitations set forth herein.

Section 3.4. Prohibited Use. Subscriber acknowledges that the following are strictly prohibited: (i) the license, grant, transfer, sale, assignment, access, fee charge for and distribution of the GIE or the data to any third party; and (ii) developing a competitive product or service or building a product using the data or same features and functions of the GIE or similar ideas, features, functions, or graphics.

Section 4. Content Submission. Submission of any listing content to the GIE is voluntary on the part of the Subscriber. Information on property for sale or lease of the following types may be submitted by Subscribers to the GIE:

- (a) residential lots
- (b) single family residences
- (c) high rise condominiums
- (d) townhomes and condominiums

While the GIE does not require a Subscriber acting on behalf of a seller or lessor or licensee to utilize a particular listing contract or other form of agreement, the GIE shall require use of a standardized property information forms to submit information on properties for sale or lease to the GIE . The GIE accepts information on properties which are currently listed on an exclusive right to sell or lease basis, exclusive agency basis, or open listing basis as well as other forms of agreement that make it possible for the Subscriber to market the property. Any listing content submitted on properties for sale or lease must include the seller's written authorization for the Subscriber to submit information on the property to the GIE

The GIE will not publish information on properties taken on a net listing basis because such listings are considered unethical and, in most states, illegal.



Section 4.1—Filings Subject this Agreement. Any property information or listing content to be filed with the GIE is subject to this Agreement.

Section 4.2—Detail of Information Filed with the GIE. Any property information sheet submitted to the GIE should include a description of the type of property, images and the price, or any pertinent information as determined by the GIE.

Section 4.3—Change of Status. Any change in price or other change in the terms of the information or listing content originally filed shall be submitted to the GIE within seventy-two (72) hours (excluding weekends and holidays) by the Subscriber making the original information filing. Notice of an actual sale or lease of a property in the GIE shall be reported to the GIE by the Subscriber making the original information filing within seventy-two (72) hours (excluding weekends and holidays) of acceptance of a contract to lease or closing on a sale. The Subscriber making the original filing shall report any cancelled lease to the GIE within seventy-two (72) hours (excluding weekends and holidays) and the property information filing shall be reinstated in the compilation of current information.

Section 4.4—Withdrawal of Filing Prior to Termination. Filings may be withdrawn from the GIE by the filing Subscriber.

Section 4.5—Specification of Price. Any property or listing content submitted or entered into the GIE shall specify the list price or rental rate unless the property is subject to auction.

Section 4.6—Multiple Unit Properties. Any property which is to be sold or leased or which may be marketed separately must be so indicated on the property information sheet. When any part of a filed property has been sold or leased the obligation related to notifying the GIE shall be observed.

Section 4.7—Publication of Information. Data will be published by the GIE or available for the period of time specified by the Subscriber.

Section 4.8—Filings of Suspended, Expelled, or Resigned Subscribers. When a Subscriber is suspended or its Agreement is terminated, then all property information filings submitted by the Subscriber may be removed from the GIE .

Section 4.9---INDEMNITY. The GIE does not verify the information, listing content or data, received or provided, and disclaims any responsibility for its accuracy. Subscriber shall verify the accuracy of its information as disseminated by the GIE and immediately notify the GIE of errors or necessary corrections. Further, any forms provided by or through the GIE or HRIS such as the International Co-Broker Marketing Agreement, the International Listing Agreement and any other current and future forms are a courtesy of HRIS and should be reviewed in advance by Subscriber's own legal counsel for enforceability and effectiveness when used. Therefore, Subscriber agrees to INDEMNIFY and HOLD HARMLESS HRIS from any and all claims, lawsuits, liability, damages and attorneys' fees incurred by HRIS arising from or in relation to any and all information Subscriber submits to the GIE, the conduct of Subscriber or any form created or provided by the GIE or HRIS and used by Subscriber.

Section 5—Negotiations. The filing of information with the GIE by a Subscriber acting on behalf of a seller or lessor or licensee does not, in and of itself, constitute an offer of cooperation. Any Subscriber wishing to cooperate in the marketing of the property must contact the filing Subscriber to determine the type of cooperation offered, the compensation offered (if any) to Subscriber procuring a purchaser or lessee, and the terms and conditions upon which the property being offered may be shown.

Any Subscriber attempting to locate a property on behalf of a buyer must contact the Subscriber representing the seller/lessor to determine the terms and conditions of cooperation, the compensation offered (if any), and to arrange showings of prospective properties.



Section 6. Subscriber Fees. Fees will be set by the Global Advisory Board with approval of the HRIS Board of Directors. Current fees are as follows: _____

Section 7. Enforcement of Agreement. The following action may be taken by HRIS for noncompliance with this Agreement: For failure to pay any Subscriber Fees within thirty (30) days of the date due, HRIS shall suspend GIE until fees are paid in full. If HRIS, in its sole discretion, determines that the Subscriber is not in compliance with this Agreement, then HRIS may suspend access to the GIE by Subscriber until HRIS, in its sole discretion, determines that Subscriber is in compliance, or HRIS may simply terminate the Agreement.

Section 8. Meetings of GIE Advisory Board: The Global Advisory Board shall meet for the transaction of its business at a time and place to be determined by the Global Advisory Board or at the call of the Chair. The Chair shall preside at all meetings. In the Chair's absence, a temporary Chair from the Subscribership of the Advisory Board shall be named by the Chair or, upon his failure to do so, by the Advisory Board.

Section 9. Confidentiality of the GIE. Data, whether provided in written or printed form, provided electronically, or provided in any other form or format, is provided for the exclusive use of the Subscriber. Such information may not be licensed, sold or transferred in any manner to any unauthorized individual or entity. All data provided by the GIE to Subscriber shall be considered confidential and is provided exclusively for the use of Subscriber except as provided in this Agreement.

Section 10. License by HRIS. HRIS shall have the exclusive right to license listing content, data and any portions thereof to any entity pursuant to the terms agreed upon by the HRIS Board of Directors.

Section 11. Limited Reproduction. Subscribers shall not reproduce any listing content, data or any portion thereof, except in the following circumstances: Subscribers may reproduce and distribute to prospective lessees and purchasers, data from the GIE. It is intended that the Subscriber be permitted to provide buyers or lessees with information relating to properties which the buyer or lessee has an interest in, or in which the Subscriber is seeking to promote interest. The term reasonable, as used herein, should therefore be construed to permit only limited reproduction of data intended to facilitate the decision-making process in the consideration of a purchase, lease, or exchange.

Nothing contained herein shall be construed to preclude any Subscriber from utilizing, displaying, distributing, or reproducing listing content submitted to the GIE by the Subscriber.

Section 12. Source of GIE Information. Any print or non-print forms of advertising or other forms of public representations based in whole or in part on data supplied by the GIE must clearly demonstrate its source and must include the following, or substantially similar, notice:

Data provided by Global Information Exchange © _____ (insert current year) "All information shall be independently verified."

Section 13. Changes in Rules and Regulations. Amendments to this Agreement shall be by a majority vote of the HRIS Board of Directors.



“SUBSCRIBER”

Name: _____

Title: _____

Email: _____

Licensed by: _____

License No.: _____

Signature: _____

Please return completed form to mlsqa@har.com