

AGREEMENT FOR MULTIPLE LISTING SERVICES

This Agreement is entered into on February 3, 2020 by and between Southwest Louisiana Association of Realtors®, Inc. (herein “SWLAR,” or “Customer”) and Southern MLS, LLC d/b/a Greater Southern MLS (herein “GSMLS,” or “Vendor”). At times herein, SWLAR and GSMLS may be referred to collectively as “Party” or the “Parties”.

SECTION 1: PURPOSE OF AGREEMENT: SWLAR is a not-for-profit corporation organized under the laws of the State of Louisiana. GSMLS is a limited liability company organized under the laws of the State of Louisiana. By this Agreement, GSMLS agrees to provide to SWLAR and its authorized users (including but not limited to its Participants, Subscribers, Appraisers, and affiliates, and others authorized by SWLAR) (“SWLAR Users”), a private labeled turnkey MLS solution including software, data compliance, data services/distribution, online and live training, suite of customer support services and marketing/communications materials referred to herein as the “GSMLS Solution.” The GSMLS Solution is more fully described herein. GSMLS shall make available the MLS technologies described on Exhibit A attached hereto and referenced herein and the MLS Services and Support described on Exhibit B attached hereto and referenced herein.

SECTION 2: RELATIONSHIP OF THE PARTIES: It is understood that this Agreement creates a “vendor-customer” relationship between the parties and does not constitute a partnership or joint-venture. Under this relationship GSMLS shall provide a computer hardware and software system for use by SWLAR. Neither Party shall have any interest or right of control in the affairs of the other Party, other than the cooperation called for herein in connection with the delivery of the services.

SECTION 3: TERM OF AGREEMENT: The initial Term of this Agreement is for a period of five (5) years, commencing on the date that the GSMLS Solution is first accessible and usable by SWLAR (the “Cutover Date”) unless terminated earlier by either of the parties pursuant to the terms of this Agreement.

- a. The Parties shall use their best efforts to complete the changeover from Customer’s current MLS Software to the GSMLS Solution as soon as is practicable based on a mutually agreed to launch timeline.
- b. If the “Cutover Date,” occurs during the middle of any month, then the fees due GSMLS for that month shall be prorated based on the actual portion of the month during which service is provided. If “Cutover Date” is commenced during the middle of a month, this Agreement shall be deemed to commence on the first of the following month for purposes of calculating the contract Term.
- c. The Agreement shall automatically renew for a one-year term at the conclusion

of any previous term. The Parties have the right to cancel any renewal of this contract, following the termination of the initial Term, by giving a written notice of its intent to cancel at least 360 days prior to the expiration of the then current Term. The fees payable during any extension shall be the fees paid during the last month of the previous Term plus four percent (4%).

SECTION 4: SCOPE OF AGREEMENT: The scope of the Agreement, and the necessary details for the design, set-up, testing and maintenance of the GSMLS Solution is more fully set forth in Exhibit B attached hereto and referenced herein. It is understood and agreed that SWLAR is familiar with the GSMLS Solution to be provided by GSMLS and accepts the same in its present “as is” configuration, and “as developed.” The GSMLS Solution shall include the items described in Exhibit A attached hereto and referenced herein and the following additional products:

- Matrix MLS
- Paragon MLS
- Realist Public Records Software
- Broker Public Portal with Homesnap Mobile/Desktop Solution
- Listhub Listing Syndication
- Cloud CMA
- Showingtime
- InfoSparks Market Analytics
- ZipLogix Online Forms Software and Transaction Management Software
- eProperty Watch –Valuation online email marketing system
- RatePlug
- Realtors Property Resource
- RETechnology.com
- Clariety SafeMLS System Security
- Clariety Single Sign On
- RESO Certified listing distribution including RESO Web API

Compliance, Training, Customer Support, and Marketing Support

GSMLS will provide data quality control compliance services, training both online and live, customer support and will also provide marketing support as depicted in Exhibit B attached hereto and referenced herein.

SECTION 5: SYSTEM OWNERSHIP: GSMLS and Customer acknowledge and agree that, as between them, all interests of any kind, type or nature in or to any of the above GSMLS Solution (excluding Customer Content) are owned exclusively by a third-party or system vendor for which GSMLS has existing exclusive agreement(s) with regards to the provision of the GSMLS Solution. All System Software Source Code shall remain the sole and exclusive property of such third-parties and/or or system vendor(s). For purposes of

this Agreement, “Customer Content” includes photographs, images (including maps), graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information, statistics and other details or information related to listed property or brokerage information.

SECTION 6: LICENSE: GSMLS hereby grants to Customer and its Users during the term of this Agreement a fully paid-up, non-transferable, non-exclusive License to use the GSMLS Solution for the number of Users as set forth in herein.

SECTION 7: COMPENSATION: The System shall be billed at the rate of twenty-five dollars (\$25.00) per Billable User/per month (collectively all user fees are referred to as the “Monthly Fee”) for the Initial Term; provided, however, that any new products or services GSMLS contracts for or acquires will be offered to at the then applicable rate, and SWLAR shall have the option to accept or reject such new products or services in their sole discretion.

SECTION 8: PAYMENTS: The Monthly Fee to be paid to GSMLS shall be due upon Customer’s receipt of an invoice from GSMLS. All Monthly Fee payments will be invoiced monthly, in advance on or before the 10th day of each month. Customer will pay GSMLS invoice(s) for Monthly Fees within ten (10) days from the date of receipt of each individual GSMLS invoice. Except for mathematical errors, all invoices will be paid without setoff, so long as GSMLS is not in default under this Agreement, which default is not cured in accordance with this Agreement. Notwithstanding any other provision of this Agreement to the contrary, Customer's obligation to begin paying the Monthly Fee shall not begin any earlier than the first of the month following the Cutover Date.

SECTION 9: BILLABLE USERS:

For the purposes of computing the Monthly Fee, GSMLS shall determine the number of “Billable Users” as the number of Customer’s “Active Users” on the 5th of each month. Anyone who uses the GSMLS Solution is an “Active User” regardless of his or her status in the Customer membership roster, with the following exceptions: 1) the Customer’s staff users, and 2) any unlicensed administrative, clerical and/or personal assistants, (all of which under item 2 must be under the direct supervision of an MLS Active User) (Exceptions 1) and 2) are referred to as the “Excepted Parties”). For avoidance of any doubt, for purposes of this Agreement, Excepted Parties shall not and may not include licensed realtors. Notwithstanding the above, Customer’s limitation for payment of a Monthly Fee for Excepted Parties shall be as follows:

<u>Active Users</u>	-	Total Amount of Excepted Parties who could not owe Monthly Fee
0-1,400	-	100
1,401 – 2,800	-	200
2,801- 4,200	-	300
4,201 – 5,600	-	400
5,600 – 7,000	-	500
7,000 – 8,400	-	600
8,400 – 9,800	-	700

9,800 -11,200	-	800
11,200 – 12,600	-	900
12,600 -14,000	-	1,000

GSMLS shall provide Customer with a report showing the number of “Active Users.” Customer shall have five(5) days after receipt of a GSMLS invoice to dispute the GSMLS count of the number of Billable Users and to provide GSMLS with reasonable documentation supporting Customer’s count. In the event of such dispute, GSMLS shall seek to resolve the dispute within seven (7) days after Customer’s serving notice to GSMLS.

SECTION 10: PROPRIETARY AND CONFIDENTIAL INFORMATION:

- a. **PROPRIETARY AND CONFIDENTIAL INFORMATION GENERALLY:** Customer and GSMLS each acknowledge and agree that the other Party has maintained and continues to maintain a legally enforceable interest in commercially valuable, proprietary, confidential and trade secret information and Intellectual Property, which is vital to the success of that Party’s business. Such information, for the purposes of this Agreement, shall be individually and collectively considered “Confidential Information.” Each Party agrees to maintain all Confidential Information in a privileged manner and, except as required by law or court order, will not divulge or otherwise disclose any Confidential Information to any other person, firm, enterprise, corporation or entity without written permission from the other Party. Written Permission requests will be responded to within two (2) business days of receipt. Each Party agrees to use commercially reasonable efforts to safeguard each other’s Confidential Information. Customer acknowledges and agrees that the GSMLS Solution, and any and all other materials provided by GSMLS to SWLAR and relating to or arising out of the GSMLS Solution (other than Customer Content) contain proprietary information, including without limitation trade secrets, that are considered by GSMLS, and its affiliates, vendors, licensors, to be Confidential Information and may not be used by Customer or its successors or assigns for any reason other than as specifically provided for in this Agreement. However, nothing herein shall be construed as to prohibit Customer from using, extracting, duplicating, disclosing, and/or divulging Customer Content that may be kept on the GSMLS Solution. The contents of the Agreement are considered to be Confidential Information.
- b. **BREACH OF CONFIDENTIAL INFORMATION:** In the event of a Party’s breach or threatened breach of any Confidential Information, each Party agrees to resolve such dispute pursuant to Section 16 herein.
- c. **SURVIVAL:** This clause shall survive the expiration or termination of this Agreement.

SECTION 11: DEFAULT AND REMEDIES:

- a. **DEFAULT EVENT:** Other than due to third parties, Force Majeure, or the willful misconduct by GSMLS or Customer, a “Default Event” means any of the following:
1. GSMLS fails to deliver the technologies and services as materially described in this Agreement and such failure is caused solely by GSMLS’s negligence and/or willful misconduct;
 2. GSMLS fails to satisfy any other of its obligations caused solely by GSMLS’s negligence and/or willful misconduct, including but not limited to its warranties hereunder, in any material respect.
 3. Customer’s failure to pay any portion of an invoice, when due, except when Customer has not been properly invoiced, or Customer’s failure to satisfy any other of its obligations hereunder;
 4. A Party makes a general assignment for the benefit of creditors, or files a petition for bankruptcy under any applicable bankruptcy or insolvency law and a plan of reorganization is not submitted within one hundred eighty (180) days, or an involuntary petition of bankruptcy is filed against a Party and such petition is not dismissed within ninety (90) days thereafter.
- b. **DEFAULT CURE PERIOD:** If there is a Default Event, the non-defaulting Party may issue a written notice specifying the default (the “Cure Notice”) to the defaulting Party. The defaulting Party shall have (30) days after receipt of such notice in which to cure the default (“Default Cure Period”); provided however, if the default stated in such notice cannot be remedied within the (30) day period, the Default Cure Period shall be extended so long as corrective action is instituted by the defaulting Party and diligently pursued; provided, further, that such time period shall not, in any circumstances, exceed sixty (60) days. If the defaulting Party fails or is unable to cure the Default Event subject to other terms of this Agreement, the non-defaulting Party may, by written notice to the other, seek Mediation or legal action pursuant to Section 16, and/or immediately elect to terminate this Agreement without penalty; provided, however, GSMLS agrees that any dispute relating to a credit arising pursuant to Section 11(c) will be resolved by Mediation pursuant to Section 16 and GSMLS will not terminate this Agreement as a result of any such dispute.
- c. **REMEDIES:** If a GSMLS Default Event is not cured, Customer shall be entitled to a credit equal to the Monthly Fee, prorated for partial months, subject to the limitations provided herein. The credit(s) recoverable by Customer arising from any GSMLS Default Event shall be capped at the annual amount Customer would pay based on the number of Users during the year of such GSMLS Default Event. If a Customer Default Event is not cured in accordance with Section 11(b) with respect to failure to pay invoices when due, then in addition to any other remedy set forth in this Agreement, GSMLS shall be entitled to immediately suspend Customer’s User(s) access to the System.

- d. **LIMITATION OF LIABILITY:** IN ANY INSTANCE, GSMLS SHALL NOT BE LIABLE TO CUSTOMER FOR DAMAGES BY REASON OF GSMLS' BREACH OF THIS AGREEMENT THAT EXCEED THE AMOUNT PAID BY CUSTOMER TO GSMLS DURING THE TERM OF THIS AGREEMENT.

- e. **CONSEQUENTIAL DAMAGES:** IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS AND REVENUE, FAILURE TO REALIZE EXPECTED SAVINGS OR LOSS OF GOOD WILL BASED ON ANY PARTY'S BREACH OF THIS AGREEMENT, EVEN IF THE PARTIES HAVE BEEN MADE AWARE OF THIS POSSIBILITY OF SUCH DAMAGES.

SECTION 12: FORCE MAJEURE. Neither Party to this Agreement shall be liable for delays in performing or failure to perform any part of this Agreement to the extent such delay or failure is due to fire; natural disaster; adverse weather conditions; strike, union; or other labor problems; war (whether or not declared); terrorists acts; riot; insurrection; government restrictions; or other acts or other causes beyond the control of or without fault on the part of such Party. The invoking Party shall identify, in writing, such event to the other as soon as commercially practicable and exert commercially reasonable efforts to resume performance immediately after such conditions of Force Majeure have ceased to exist. The Party affected by the Force Majeure condition will promptly notify the other Party in writing of the existence of the condition.

SECTION 13: INDEMNIFICATION:

- a. **CUSTOMER'S DUTY TO INDEMNIFY GSMLS:** Customer will defend, indemnify, and hold harmless GSMLS from any costs, judgments, fines, and expenses, including reasonable attorney's fees and litigation costs and expenses at all levels of litigation, that arise from any and all actions, suits, claims or proceedings arising from or in any way related to a claim that i) Customer Content infringes on a third party's copyright or misappropriates a third party's trade secret, ii) a claim arising from the willful misconduct of Customer, iii) from any anti-trust or anti-competitive actions, or iii) a claim arising from and/or caused by Customer's Default Event. This clause shall survive termination of this Agreement for any reason. Customer acknowledges that GSMLS will require anyone who accesses the GSMLS Solution to accept the Terms of Use Agreement contained herein or as otherwise amended by mutual agreement of the Parties in writing. Customer is aware that no one will be allowed to access the GSMLS Solution without agreeing to the Terms of Use Agreement. Customer agrees to support GSMLS in this requirement so long as the Terms of Use Agreement does not contradict, alter, or attempt to alter any of the provisions of this Agreement. Nothing herein shall prevent GSMLS from participating in its own defense, and GSMLS's decision to participate in its own defense shall not relieve Customer of its indemnification obligations herein.

- b. **GSMLS' DUTY TO INDEMNIFY CUSTOMER:** GSMLS shall defend, indemnify, and hold harmless Customer from and against any and all liability, claims, demands, actions, damages, costs, fines, judgments, penalties and expenses, including reasonable attorney's fees and litigation costs and expenses at all levels of litigation, that arise from any and all actions, suits, claims or proceedings arising from or in any way related to (i) a claim that the GSMLS Solution, or any part thereof or Customer's use of the same infringe a third party's copyright or trademark right or misappropriates a third party's trade secrets or the intellectual property rights of any third party; (ii) a claim arising from the willful misconduct of GSMLS, (iii) a claim arising from and/or caused by a GSMLS Default Event, or (iv) a claim arising from or related to any antitrust or anti-competitive actions arising from GSMLS's willful misconduct. This clause shall survive termination of this Agreement for any reason. Nothing herein shall prevent Customer from participating in its own defense, and Customer's decision to participate in its own defense shall not relieve GSMLS of its indemnification obligations herein.

SECTION 14: LIMITED EXPRESS WARRANTIES:

- a. **SOFTWARE PERFORMANCE:** GSMLS warrants that it will diligently address and correct bugs, including using best efforts to obtain support from any affiliates, vendors, owners, licensors, and/or developers of the underlying software.
- b. **SYSTEM MAINTENANCE:** GSMLS, and/or its affiliates, vendors, owners, licensors, and/or developers, shall have the right to make the System unavailable each day between the hours of 3:00 AM and 6:00 AM Central Time (the "Permitted Downtime") to perform support, maintenance and system administrative functions. With the exception of emergency situations and Permitted Downtime, GSMLS will use its best efforts to notify Customer if any downtime is anticipated.
- c. **SYSTEM SOFTWARE:** GSMLS warrants that it has the right, either through licensing or other applicable arrangements to utilize all software that is a component in providing the GSMLS Solution to Customer as set forth in this Agreement. This warranty shall survive the termination or expiration of this Agreement.

SECTION 15: GENERAL: GSMLS warrants and represents to Customer as follows: (a) it has all right, power and authority to enter into this Agreement, (b) that in the course of performing its obligations under this Agreement, GSMLS will not knowingly engage in conduct that violates any federal, state, or local law, regulation or ordinance.

EXCEPT FOR THE LIMITED EXPRESS WARRANTIES CONTAINED IN THIS AGREEMENT, GSMLS MAKE NO WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE SYSTEM, ANY SERVICES PERFORMED OR GOODS PROVIDED UNDER THIS AGREEMENT, WHETHER EXPRESS, IMPLIED STATUTORY OR OTHERWISE,

INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITH THE EXCEPTION OF GSMLS'S WARRANTY OF NON- INFRINGEMENT OF THE GSMLS SOLUTION, CUSTOMER'S SOLE REMEDY AND GSMLS'S SOLE OBLIGATIONS WITH REGARD TO ANY SUCH WARRANTY BREACH, EXCEPT FOR ANY ADDITIONAL REMEDIES SPECIFIED IN SECTIONS 11, 13, 14, 16, AND 16 FOR GSMLS'S BREACH OF ANY WARRANTY SET FORTH IN THIS AGREEMENT, SHALL BE TO USE COMMERCIALY REASONABLE EFFORTS TO REPAIR THE GSMLS SOLUTION, OR ANY PORTION THEREOF, WHICH IS AFFECTED BY OR RESULTED IN SUCH WARRANTY BREACH AS SET FORTH IN THIS AGREEMENT. UNLESS OTHERWISE SPECIFIED, ALL WARRANTIES OF GSMLS SHALL TERMINATE AND EXPIRE UPON EXPIRATION OF THE TERM OF THIS AGREEMENT.

SECTION 16: DISPUTE RESOLUTION: Disputes between the Parties shall be handled in the following manner and subject to the following requirements and restrictions:

- a. **NEGOTIATION:** The Parties intend to attempt to work out any disputes between them amicably prior to resorting to litigation. To accomplish such, each Party will appoint a senior management representative to serve on a two-person steering committee (the "Steering Committee"), and the Steering Committee will attempt to resolve disputes between the Parties by mutual agreement. The initial members of the Steering Committee are Webb Jay, representing GSMLS, and the SWLAR President, representing Customer. Either GSMLS or Customer may change its Steering Committee representative at any time by written notice to the other Party. The Parties will attempt in good faith to resolve any dispute arising out of or relating to this Agreement, and any Party may, by written notice to the other Party, refer any dispute that cannot be promptly resolved by lower level management to the Steering Committee for discussion. Within ten (10) days after delivery of the referral notice, the Steering Committee members will meet at a mutually acceptable time and place or by telephone or video conference, and thereafter as often as they reasonably deem necessary, attempt to resolve the dispute. All reasonable requests for information made by one Party to any other will be honored. If the dispute has not been resolved by mutual agreement of the Steering Committee within thirty (30) days of a dispute's referral to the Steering Committee and the Parties do not mutually agree to extend the time for negotiations, the dispute may be resolved by the filing of a legal proceedings subject to the requirements of the remainder of this Section.
- b. **EXCEPTION FOR INJUNCTIVE RELIEF:** Notwithstanding anything to the contrary in this Section or this Agreement, if a Party in its sole discretion, believes that a default of this Agreement by the other Party shall result in irreparable harm, said Party may seek injunctive relief against the other party as per the requirements of Subsection 16(c) below.
- c. **MEDIATION; ARBITRATION.** If a dispute arises from or relates to this Agreement or the breach thereof, and if the dispute cannot be settled through direct discussions,

the parties agree to endeavor first to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration. The Parties further agree that any unresolved controversy or claim arising out of or relating to this contract, or breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Claims shall be heard by a single arbitrator. The place of arbitration shall be New Orleans, Louisiana. Hearings will take place pursuant to the standard procedures of the Commercial Arbitration Rules that contemplate in person hearings. The standard provisions of the Commercial Rules shall apply. Arbitrators will have the authority to allocate the costs of the arbitration process among the Parties but will only have the authority to allocate attorneys' fees if a particular law permits them to do so. The award of the arbitrators shall be accompanied by a reasoned opinion. Notwithstanding any language to the contrary in the contract documents, the parties hereby agree: that the Underlying Award may be appealed pursuant to the AAA's Optional Appellate Arbitration Rules ("Appellate Rules"); that the Underlying Award rendered by the arbitrator(s) shall, at a minimum, be a reasoned award; and that the Underlying Award shall not be considered final until after the time for filing the notice of appeal pursuant to the Appellate Rules has expired. Appeals must be initiated within thirty (30) days of receipt of an Underlying Award, as defined by Rule A-3 of the Appellate Rules, by filing a Notice of Appeal with any AAA office. Following the appeal process the decision rendered by the appeal tribunal may be entered in any court having jurisdiction thereof.

- d. **JURISDICTION:** In the event that GSMLS files any form of legal proceeding against Customer in any way related to this Agreement, GSMLS shall file such legal proceeding before a Federal or State Court sitting in or with Jurisdiction over Calcasieu Parish, Louisiana. GSMLS consent to the non-exclusive jurisdiction of such court and irrevocably and unconditionally waive all claims, objections, and defenses that it may have regarding such Court's personal or subject matter jurisdiction, venue or inconvenient forum. A final judgment in any proceeding of any such court shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or any other manner provided by applicable Law.

In the event that Customer files any form of legal proceeding against GSMLS in any way related to this Agreement, Customer shall file such legal proceeding before a Federal or State Court sitting in or with Jurisdiction over Orleans Parish, Louisiana. Customer consents to the non-exclusive jurisdiction of such court and irrevocably and unconditionally waives all claims, objections, and defenses that it may have regarding such Court's personal or subject matter jurisdiction, venue or inconvenient forum. A final judgment in any proceeding of any such court shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or any other manner provided by applicable Law.

- e. **WAIVER OF JURY TRIAL:** To the fullest extent permitted by applicable Law, the Parties waive the right to trial by jury in any proceeding or dispute of any kind relating

in any way to this Agreement.

SECTION 17: ASSIGNMENT: Neither Party may assign or transfer this Agreement or any rights or obligations under this Agreement without the prior written consent of the other Party. It shall be considered reasonable to withhold assignment to an individual or entity which poses an Adverse Business Interest to the non-assigning Party. Either Party may terminate this Agreement immediately if the other Party undergoes a change of ownership or control which shall be deemed to have occurred upon that Party entering into a binding agreement with an entity that poses an Adverse Business Interest to the non-assigning Party with respect to such change of ownership or control. For purposes of this Section, the following shall apply: (a) “Adverse Business Interest” shall include competitors or entities with prior negative business dealing with GSMLS or Customer or commercially unfavorable consequences to either GSMLS or Customer; and (b) “Change of Ownership or Control” shall mean any transaction or series of transactions in which GSMLS or Customer merges with another entity in which more than fifty percent (50%) of the voting stock or other voting securities or ownership interests of GSMLS or Customer, or all or substantially all of the assets of GSMLS or Customer, are acquired by another entity (alone or in combination with its affiliates). This Agreement will bind and inure to the benefit of the parties and their respective permitted successors and permitted assigns. Notwithstanding anything to the contrary in this Section, GSMLS shall be allowed to assign this Agreement without the prior written consent of SWLAR if the assignment is to a successor company, or to a company created by GSMLS for the purpose of continuing on its general services.

SECTION 18: LICENSE OF USER CONTENT: SWLAR hereby grants to GSMLS, a non-exclusive, perpetual, royalty-free, worldwide license to all Billable User and/or Active User content used or provided by said parties on the GSMLS solution or related programs (“Licensed Content”), which GSMLS shall have the right to use and reproduce, and distribute and publicly display to for any reason. SWLAR warrants the availability of the above and agrees it shall have any Billable User and/or Active User execute any documentation required by GSMLS to evidence the above.

SECTION 19: MISCELLANEOUS:

- a. **GOVERNING LAW:** The validity, construction and performance of this Agreement shall be governed by and construed in accordance with the laws of the State _____ of _____ Louisiana.
- b. **ENTIRE AGREEMENT:** This Agreement, including any and all Attachments and Exhibits, represents the complete understanding and agreement between the Parties and it supersedes all prior agreements and understandings, whether oral or written, concerning the subject matter set forth herein.
- c. **NOTICES:** All notices required or permitted to be given by one Party to the other Party pursuant to this Agreement must be in writing and sent by overnight delivery

services with return receipt requested, or receipted commercial courier, or by email. Unless otherwise specified, the effective date of any such notice given in connection with this Agreement is, for certified mail with return receipt requested, three (3) Business Days following the date of mailing; for receipted commercial courier, the date on which it is delivered to the receiving Party, and for email, evidence that the message was received at the recipient's last identified business email address. The initial addresses for notices pursuant to this Agreement are:

GSMLS:

101 W. Robert E. Lee Boulevard, Suite 400
New Orleans, Louisiana 70124
Attn: Webb Jay
Email: wjay@webbjay.net
CC: m.ricci@riccipartnersllc.com

SWLAR:

791 Bayou Pines East
Lake Charles, Louisiana 70601
Attn: President
Email: president@swlar.com
CC: jlw@rmwlegal.com

Either Party may change their address for receiving notices from time-to-time by providing the other Party with written notification of the change.

- d. **MUTUAL DRAFTING:** The terms and conditions of this Agreement have been fully and freely negotiated by the Parties, with each Party having the opportunity to consult with counsel of their choosing. Accordingly, any common law interpretations or other presumptions as to the validity and enforceability of the terms and conditions of this Agreement shall not be construed against either Party as the drafting party.
- e. **SEVERABILITY, SAVINGS, AND REFORMATION:** During any period in which any covenant or obligation in Sections 11 or 14 is being breached by you, including any period in which we or you are seeking arbitral or judicial enforcement, interpretation or modification of any such covenant, and all appeals thereof, any prescriptive period will be tolled and be suspended. The invalidity or unenforceability of any provision hereto or its scope shall in no way effect the validity or enforceability of any other provision. It is expressly agreed and understood that the provisions of this Agreement are severable. If any one or more provisions of this Agreement or its scope is or may be determined by a court of competent jurisdiction to be void, voidable, illegal, or unenforceable, in whole or in part, and not subject to amendment and/or reformation as set forth herein, then such provision shall be deemed severed from this agreement and the remaining provisions of the agreement shall nevertheless be binding

and enforceable to the maximum extent permitted by law as if such severed provision had never been written. It is desire and intent of the Parties that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, to the extent that any covenant or obligation hereunder shall be adjudicated to be invalid, void, illegal or unenforceable, in whole or in part, in any one such jurisdiction, this Agreement shall be deemed amended to reform the portion thus adjudicated to be invalid void, illegal or unenforceable in such a manner to allow the restriction to be enforced to the broadest extent consistent with the intent of the Parties; such reformation to apply only with respect to the operation of this Agreement in the particular jurisdiction in which such adjudication is made.

- f. **EXECUTION OF AGREEMENT:** This Agreement may be executed simultaneously or in any number of counterparts. Each counterpart shall be deemed to be an original, and all such counterparts shall constitute one and the same instrument. Electronic signatures shall be deemed valid and binding to the same extent as the original.

(Space intentionally left blank with signatures continued on next page)

WHEREFORE, the Parties have entered into this Agreement at the time and place shown on the first page:

SOUTHERN MLS, LLC

DocuSigned by:
Webb Jay
By: _____
EE648D0B977647C...
Webb Jay, President of Southern MLS, LLC

SOUTHWEST LOUISIANA ASSOCIATION OF REALTORS, INC.

DocuSigned by:
Debbie Link
By: _____
72F3E9AF564E1404...
Debbie Link, President

Exhibit A
MLS Technologies to be Offered

Matrix MLS
Paragon MLS
Realist
Showingtime
Realtors Property Resource (RPR)
Listhub
Ziplogix
Cloud CMA
InfoSparks Market Analytics
Broker Public Portal with Homesnap
New Home Source Professional
Rate Plug
RE Technology.com
eProperty Watch
RESO Certified listing distribution including RESO API
Clareity SSO Dashboard
Clareity SafeMLS System Security

Exhibit B MLS Services and Support

Customer Support

- 7 Days/Week Mon. – Fri. (8:30 am – 9 pm Central Time)
Sat. – Sun. (10 am – 3 pm Central Time)
- Includes Phone, Live Chat, Submit a ticket
- 24/7 access to Knowledgebase and training videos

Compliance

- GSMLS will monitor MLS database for compliance of approved rules and regulations
- GSMLS will send out requests to fix data inaccuracies as well as fines in accordance with the fines structure defined by GSMLS
- GSMLS will bill and collect fines in accordance with the GSMLS approved fines structures
- GSMLS will provide monthly compliance reports.
- GSMLS will provide an easy to find location for GSMLS subscribers to report a data inaccuracy
- GSMLS will provide a data quality training course

Training

- GSMLS will provide a minimum of three (3) broker and Association live training sessions per calendar year.
- GSMLS will provide a library of pre-recorded How-to videos and robust knowledge base library
- GSMLS will provide live, pre-recorded and online live training sessions for each of the technology tools offered by GSMLS and its partner CRMLS.
- As new features are added or new technology tools are added GSRMLS will attempt to continue to expand the training programs available