

## DOWNLOADING AGREEMENT

THE COMMERCIAL BROKERS ASSOCIATION, ("CBA") and \_\_\_\_\_, a Member of CBA, agree as follows:

1. **GRANT OF ANNUAL, REVOCABLE, LIMITED LICENSE.** CBA hereby grants Member a limited license to receive information from CBA's database ("download") commencing as of the Effective Date.
2. **TERM.** This license shall terminate automatically one year from the Effective Date and may be renewed only following the mutual execution of a new Downloading Agreement.
3. **WARRANTY THAT CONSULTANT IS PARTY TO THE AGREEMENT.** Member hereby warrants that the name(s) of all third party computer experts, consultants, or Internet Service Providers and subcontractors to the foregoing (collectively, "Consultant") who have access to the Download and who are not employees of Member are listed below and that each Consultant has executed this Agreement and agrees to abide by the terms hereof. Member and Consultant further warrant that the information provided below is complete and accurate.
4. **DUTY TO ADVISE IF CHANGE IN INFORMATION.** Member and consultant agree to advise CBA of any change in the information provided in this Agreement including, but not limited to, names, addresses, and contact information. The failure to timely advise CBA of such changes will result in the termination of downloading privileges.
5. **CONSULTANT HAS NO RIGHTS TO CBA DATABASE -- NO THIRD PARTY BENEFICIARY RIGHTS CREATED.** The parties agree that Consultant has no right to CBA's Database whatsoever and that this Agreement creates no third party beneficiary rights in Consultant.
6. **INFORMATION TO BE RETAINED BY MEMBER SUBJECT TO CBA'S RULES.** Member and Consultant agree that Member will retain possession of all information obtained pursuant to this Agreement. Member and Consultant further agree that all CBA's current Rules, Bylaws and policies pertaining to the use of CBA's information, apply to such information, even though it may be processed by Member's or Consultant's computer(s). Member and Consultant further agree that CBA's Rules, Bylaws and Policies may be changed without advance notice
7. **DOWNLOADING PROCEDURE.** The process for downloading shall be by such equipment and procedure as may be determined by CBA from time to time in CBA's sole discretion.
8. **USE OF DATABASE.** Member and Consultant may use the database for only the following:
  - A. **REPUBLICATION OF DATABASE.** Member, with or without assistance of Consultant, may republish all or a portion of CBA's database on no more than two (2) Internet sites controlled by Member and advertised as Member's Internet site and Member may allow Licensees licensed to Member to "frame" Member's site all in accordance with CBA's then current Rules and policies.
  - B. **INTERNAL PURPOSES.** Member may, with or without consultant's assistance, use the database for member's accounting, statistical and auto-populating applications for the use of member and licensees licensed to member only.
9. **RIGHT TO TERMINATE LICENSE** CBA may, in CBA's sole discretion, terminate the license granted herein immediately and without notice. Both Member and Consultant agree to cease downloading upon notice of termination.
10. **TERMINATION OF MEMBERSHIP.** Upon termination of membership or transfer to inactive status, Member and/or Consultant shall deliver all information theretofore transferred from CBA's' database (downloaded) by Member to CBA.

11. **ATTORNEYS FEES AND INJUNCTIVE RELIEF.** The parties agree that, in the event of a breach of this Agreement by Member or Consultant, the damages suffered by CBA and its members would be difficult to calculate and that injunctive relief is appropriate. Accordingly, the parties agree that preliminary and permanent injunctive relief should be issued without need for bond. The parties further agree that in the event of a dispute regarding this Agreement, the prevailing party is entitled to an award of its attorneys fees and costs.
12. **ORDER OF SIGNATURE OF AGREEMENT.** This Agreement shall be signed by the Member, and all Consultants.

**MEMBER:**

Date Signed

|                       |                              |                    |
|-----------------------|------------------------------|--------------------|
|                       |                              | Date Signed        |
| MEMBER'S NAME         | Broker's Name (Please Print) | Fax No.            |
| Broker's Phone number | Broker's Signature           | E-Mail for Contact |

|                     |                     |                   |                |
|---------------------|---------------------|-------------------|----------------|
| Broker's Tech Rep   | Name (Please Print) | Phone #           | E-Mail Address |
| Broker's Website #1 | URL                 | Maintained Where? |                |
| Broker's Website #2 | URL                 | Maintained Where? |                |

**CONSULTANT:** (3<sup>rd</sup> Party Computer Experts, Consultants or Internet Service Providers who are not Member's Employees.)

**Company #1**

|                     |                |                     |
|---------------------|----------------|---------------------|
| Name (Please Print) | Address        | Responsible Contact |
| Phone number        | E-Mail Address | IP Address          |
| Signature           | Company #1 URL |                     |

**Company #2**

|                     |                |                     |
|---------------------|----------------|---------------------|
| Name (Please Print) | Address        | Responsible Contact |
| Phone number        | E-Mail Address | IP Address          |
| Signature           | Company #1 URL |                     |

If there are more than two 3<sup>rd</sup> party vendors involved in this Downloading Agreement, list on a separate sheet.

|  |  |
|--|--|
| Commercial Brokers Association:<br><br>By:<br><br>Effective Date |  |
|--|--|

