

## **UPSTREAM PARTICIPANT COMMITMENT AGREEMENT**

This Upstream Participant Commitment Agreement (hereinafter "Agreement") is entered into by and between UpstreamRE, LLC ("Upstream") and the real estate brokerage company executing this Agreement below ("Participant") as of the date of such execution ("Effective Date"). Upstream and Participant may be referred to herein as a "Party" or collectively as "the Parties."

### **RECITALS**

**WHEREAS**, Upstream operates a real estate database ("Upstream Database") and provides certain services to Participants including, without limitation, computerized compilations of real estate data of its Participants ("Participant Data") and information management tools and related functionality;

**WHEREAS**, the Participant is willing to commit to licensing and utilizing Upstream's web-based technology for the benefit of all licensed real estate brokers and agents who are affiliated with, or employed by, the Participant ("Eligible System Users"), and such other persons who employed by, or affiliated with, Participant who have legitimate business reasons to utilize the Upstream Database and related technology.

### **AGREEMENT**

**NOW THEREFORE**, for good and valuable consideration, the sufficiency of which is acknowledged, the Parties agree as follows:

#### **Section 1. License**

Upstream agrees in consideration for Participant's commitment to enter into a further agreement with Upstream (a "Participant Agreement") at such time as Participant is able to upload its Participant Data into the Upstream Database, which Participant Agreement shall grant Participant and its Eligible System Users a non-exclusive, non-transferable, limited license to enter, or cause any MLS(s) in which Participant is an MLS Participant to enter, its Participant Data into the Upstream Database using an Upstream developed API, a Web API developed by the Real Estate Standards Organization (RESO), or a direct data feed from the MLS(s) in which the Participant is an MLS Participant, maintain its Participant Data within the Upstream Database, and to use the Upstream Database functionality as further permitted by the Participant Agreement. Such Participant Agreement shall further provide that Participant shall upload, or cause to be uploaded, to the Upstream Database all listing content and other Participant Data of all of Participant's Eligible System Users in all of Participant's offices for which the Upstream Database is accessible. For the elimination of doubt, an "Eligible System User" shall mean a licensed real estate broker or agent affiliated with, or employed by, Participant in Participant's office(s) for which the Upstream Database is

accessible or “live”, whether or not such licensee actively utilizes the Upstream Database or its related technology.

## **Section 2. Term.**

The Term of this Participant Commitment Agreement shall commence on its Effective Date and shall continue until such time as the Parties enter into the Participant Agreement.

## **Section 3. Participant Fees.**

Participant agrees that the Participant Agreement that the Parties shall execute upon the “live” availability of the Upstream Database to Eligible System Users in Participant’s office(s) for the uploading of Participant’s Participant Data shall provide that commencing on October 1, 2018, Participant shall pay to Upstream a flat monthly Participant Fee based upon the number of Eligible System Users affiliated with, or employed by, Participant in Participant’s office(s) for which the Upstream Database is accessible or “live”. Participant’s flat monthly Participant Fee shall be determined pursuant to the schedule set forth in Exhibit A based upon the total number of Eligible System Users affiliated with Participant in Participant’s office(s) that have “live” access to the Upstream Database, and whether or not Participant’s principal or office managing broker is a member of the National Association of REALTORS® (NAR). Upstream shall invoice Participant during the first week of every month for the Participant Fee owed by Participant based upon the number of Eligible System Users affiliated with Participant in Participant’s office(s) that have “live” access to the Upstream Database as of the last day of the prior month pursuant to the schedule set forth on Exhibit A. Such Participant Fee shall due and payable by Participant upon receipt of Upstream’s invoice and shall be considered to be past due if not paid within thirty (30) days from the date such invoice was issued to Participant.

UPSTREAMRE, LLC

NAME OF BROKERAGE COMPANY

By: \_\_\_\_\_

By: \_\_\_\_\_

[Signature]

[Signature]

Name: Alex Lange

Name:

Title: President & CEO

Title:

Date:

Date:

## EXHIBIT A

# Agents "Live"	Office Pricing/Month	
		Price
1-24	\$	50
25-49	\$	100
50-99	\$	200
100-149	\$	300
150-199	\$	375
200-299	\$	525
300-399	\$	650
400-499	\$	775
500-649	\$	975
650-799	\$	1,125
800-999	\$	1,350
1000-1199	\$	1,525
1200-1499	\$	1,825
1500-1999	\$	2,325
2000-2999	\$	3,300
3K-10K		Agent Multiple
>10K		Agent Multiple

Participant shall pay to Upstream a flat monthly Participant Fee based upon the number of real estate agents affiliated with Participant who are active or "live" Eligible System Users on or after October 1, 2018.

### Examples:

- Broker 1: 150 agents in five offices across two MLSs. MLS (1) and three offices totaling 90 agents are "live" Oct 2019. MLS (2) with the remaining offices/agents are "live" Feb 2019
- Broker 2: 100 agents in one office, but MLS isn't "live" until Feb 2020
- Broker 3: 3,100 agents in one MLS with all offices "live" in Dec 2019

	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19
<b>Broker 1</b>	\$ 200	\$ 200	\$ 200	\$ 200	\$ 375	\$ 375
<b>Broker 2</b>	\$ -	\$ -	\$ -	\$ -	\$ 300	\$ 300
<b>Broker 3</b>	\$ -	\$ -	\$ 2,790	\$ 2,790	\$ 2,790	\$ 2,790