

# Exhibit 2

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REALTORS Information Network™

700 11TH STREET, N.W.  
WASHINGTON, DC 20001**Agreement**

THIS Agreement (the "Agreement") is made and entered into as of the 3 day of June, 1996 by and between REALTORS Information Network, an Illinois corporation ("RIN"), and Peoria Area Association of Realtors ("Data Provider").

WHEREAS, RIN, through its authorized subcontractor is establishing a world wide web site to advertise certain properties offered for sale by various REALTORS®.

WHEREAS, Data Provider desires to license the Licensed Data (as hereafter defined) to RIN for use in connection with the RPA (as hereafter defined).

NOW THEREFORE, in consideration of the promises and mutual agreements contained herein, the parties hereto agree as follows:

1. **Definitions.** As used in this Agreement, the following terms shall have the meanings set forth herein, and shall be equally applicable to the singular and plural forms. Any agreement referred to herein shall mean such agreement as amended, supplemented and modified from time to time to the extent permitted by the applicable provisions thereof.

**"Confidential Information"** shall mean any information relating to or disclosed in the course of the Agreement, which is or should be reasonably understood to be confidential or proprietary to the disclosing party, including, technical processes, formulas, source codes, product designs, sales, cost and other unpublished financial information, product and business plans, projections, and marketing data. "Confidential Information" shall not include information: (a) already lawfully known to or independently developed by the receiving party; (b) disclosed in published materials; (c) generally known to the public; (d) lawfully obtained from any third party; or (e) required or reasonably advised to be disclosed by law.

**"Internet"** shall mean the worldwide network of computers commonly referred to as the Internet.

**"WWW"** shall mean the specific part of the Internet commonly referred to as the world wide web.

**"RPA"** shall mean that site on the WWW located at <http://www.realtor.com> and any other derivative site on the Internet to support property advertising that is owned, operated, or authorized to be operated by RIN, its affiliates or its authorized subcontractors throughout the world through which RIN elects to offer Licensed Data.

**"Intellectual Property"** shall mean any patent, trademark, service mark, trade dress, logo, trade name, copyright, mask work, trade secret, confidential information, publicity and privacy rights or other property right.

**"Foreign HomePages"** shall mean any HomePage developed by a source other than RIN.

**"Licensed Data"** shall mean textual data and information related to a Property as well as optional photographic or digital images, as available, of the same that are included in Data Provider's database, excluding street addresses, private telephone numbers, security codes, owner names or private comment fields that relate to a Property. "Licensed Data" shall also include any updates provided by Data Provider to RIN or its authorized subcontractors pursuant to this Agreement.

**"Property"** shall mean residential property: house, condominium, townhouse or mobile home, offered for sale through a REALTOR® and for which Data Provider maintains listing information relating to the same. Note: other forms of property may be added upon mutual consent of Data Provider and RIN.

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2. Duties and Rights of Data Provider. Data Provider shall in accordance with the time frames set forth on Appendix A (as applicable):

- a. provide Licensed Data to RIN in an electronic format acceptable to RIN for inclusion on the RPA;
- b. provide updates of the Licensed Data to RIN in an electronic format acceptable to RIN no less frequently than weekly for inclusion on the RPA; (Note: more frequent updates are possible by mutual consent of RIN/Data Provider);
- c. identify the Properties to be excluded in the Licensed Data on RPA;
- d. be responsible for training its staff regarding the use of RPA and the provision of Licensed Data to RIN or its authorized subcontractors;
- e. use reasonable efforts to promote and market the availability and use of the RPA, including promotional vehicles such as using sign-on messages of Data Provider's local listing services, advertising in Data Provider's multiple listing service books, magazines and newsletters, etc.;
- f. encourage brokers and agents to display company information and agent expertise regarding their places of business and services through linkage to RPA, by RIN generated or Foreign HomePages;
- g. encourage vendors to implement DxM by support of NAR guidelines;
- h. commit to use RIN's data exchange methodology ("DxM") as the preferred data transmission format in connection with the RPA and develop a workable plan within six (6) months from the date first set forth above to implement DxM, or obtain a DxM waiver from RIN, it being understood that in lieu of DxM or signed waiver RIN may elect to charge Data Provider a monthly maintenance fee. Should RIN elect to assess this monthly maintenance fee, Data Provider may terminate this Agreement effective upon sixty (60) days written notice;
- i. promptly inform RIN of any information related to the Licensed Data that could reasonably lead to a claim, demand, or liability of or against RIN and/or its affiliates or authorized subcontractors by any third party;
- j. during the Initial Term and any Renewal Term, provide Licensed Data to RIN or its authorized subcontractors for at least sixty five percent (65%) of the Properties of Data Provider; and
- k. Participate with RIN in locally identified and sold revenue sharing opportunities, or elect to pursue locally identified and sold revenue sharing opportunities on their own.

3. Duties and Rights of RIN. RIN, or its authorized subcontractors shall:

- a. provide all necessary computer, telecommunications, software and other equipment and technology or resources to store Licensed Data and to implement, support and host the RPA so that the same will function as an operational WWW site on the Internet;
- b. provide documentation of guidelines as referenced in Section 2a;
- c. provide reasonable assistance to Data Provider as reasonably requested by the same relating to the RPA;
- d. have operational, technical, managerial and day-to-day control over the operation of the RPA;
- e. provided that Data Provider meets its obligations set forth herein, implement the RPA as it related to Properties of the Data Provider on the time frame set forth on Appendix A;
- f. use reasonable efforts to promote the RPA through local newspapers and a national public relations campaign;

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- g. provide Data Provider with advertising copy for its use in connection with local consumer awareness campaigns;
- h. register one or more home pages relating to the RPA with commercially available Internet indexes and directories to facilitate the ability of third parties to locate and access the RPA;
- i. enhance the RPA in its sole discretion; and
- j. use reasonable efforts to obtain from on-line computer service providers a limited number of diskettes for access to such on line computer service that will contain a limited number of free hours of access to the Internet, and provide the same to Data Provider so that Data Provider may provide the same to its members for distribution to consumers, it being understood that RJN's efforts may not be successful.

4. **License Grant.** During the term of this Agreement, Data Provider hereby grants to RJN, its affiliates and authorized subcontractors a worldwide license to market, license, display, perform and promote the Licensed Data solely through the RPA. It is understood that all national account revenue derived from advertising through corporate national sponsorships whether the ads are displayed nationally or locally, shall be RJN's. RJN may also participate in the development and revenue sharing of locally identified and sold customers if so requested by the Data Provider. Subject to the foregoing license, as between RJN, its affiliates and authorized subcontractors and Data Provider, Data Provider shall retain all right, title, and interest in the Licensed Data.

5. **Fees.** In consideration of RJN operating and maintaining the RPA, Data Provider shall pay to RJN the fees as set forth in Appendix A. Data Provider shall not levy any fees to the membership associated with this RJN offer except for direct cost recovery.

6. **Audit Rights.** RJN reserves the right to periodically audit this agreement for compliance.

7. **Confidentiality.** Each party acknowledges that Confidential Information may be disclosed to the other party during the course of this Agreement. Each party agrees that it shall take reasonable steps, at least substantially equivalent to the steps it takes to protect its own proprietary information (but in no event less than due care), during the Initial Term, any Renewal Term and for a period of three (3) years following expiration of earlier termination of this Agreement, to prevent the duplication or disclosure of Confidential Information, other than by or to its employees or agents and the employees and agents of their respective affiliates and authorized subcontractors who must have access to the Confidential Information to perform such party's obligations hereunder, who shall each agree [in writing] to comply with this Section 7 of this Agreement.

8. **Representations and Warranties.**

a. **By RJN.** RJN represents and warrants to Data Provider that: (i) RJN has all right, power and authority to enter into and perform its obligations set forth in this Agreement in accordance with its terms; (ii) RJN or its authorized subcontractor shall provide all computer, telecommunications, software and other equipment and technology or resources necessary to implement, support and host the RPA.

b. **By Data Provider.** Data Provider represents and warrants to RJN that: (i) Data Provider has all right, power and authority to enter into and perform its obligations set forth in this Agreement in accordance with its terms; (ii) the Licensed Data will not infringe or violate any Intellectual Property of any third party and is not defamatory; (iii) the Licensed Data will not contain any content, materials or services that violate applicable law, regulation or third party right; (iv) Data Provider has all necessary authority and permissions to provide the Licensed Data to RJN and its authorized subcontractors for the purposes contemplated by this Agreement; and (v) the Licensed Data only contains properties that are offered for sale through REALTORS®.

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9. LIMITATION OF LIABILITY; DISCLAIMER; INDEMNIFICATION.

a. Liability. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY (OR THEIR RESPECTIVE AFFILIATES OR AUTHORIZED SUBCONTRACTORS) BE LIABLE TO ANY OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES (EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM THE USE OR INABILITY TO USE THE RPA OR ANY OTHER PROVISION OF THIS AGREEMENT, INCLUDING, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS. IN NO EVENT SHALL RIN BE LIABLE TO ANY OTHER PARTY (INCLUDING DATA PROVIDER) FOR MORE THAN THE AGGREGATE AMOUNTS PAID BY DATA PROVIDER TO RIN UNDER THIS AGREEMENT.

b. No Additional Warranties. EXCEPT AS SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY, AND EACH PARTY HEREBY SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE RPA OR THE LICENSED DATA, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, RIN SPECIFICALLY DISCLAIMS ANY WARRANTY REGARDING THE NUMBER OF "HITS," CONSUMER TRAFFIC OR LEADS THAT WILL BE GENERATED BY THE RPA, THAT THE RPA WILL BE AVAILABLE, UNINTERRUPTED OR ERROR FREE, THAT THE DATA RELATING TO EACH PROPERTY WILL BE FREE OF ERRORS OR OMISSIONS OR NONINFRINGEMENT.

c. Indemnity. Data Provider shall indemnify, defend and hold harmless RIN, its officers, directors, agents, affiliates, subcontractors, and employees from any and all third party claims, demands, liabilities, costs or expenses, including reasonable attorneys fees ("Liabilities") resulting from the indemnifying party's material breach of any obligation, representation or warranty set forth in this Agreement, except where Liabilities result from the gross negligence or knowing and willful misconduct of the other party.

d. Claims. RIN shall (i) promptly notify Data Provider in writing of any indemnifiable claim and give Data Provider the opportunity to defend or negotiate a settlement of any such claim at Data Provider's expense, and (ii) cooperate fully with Data Provider, at Data Provider's expense, in defending or settling any such claim.. RIN reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Data Provider hereunder, and in such event, Data Provider shall have no further obligation to provide indemnification for such matter hereunder.

10. Term. The initial term of this Agreement shall be for an initial period of thirty six (36) months from the date first written above ("Initial Term"). This Agreement shall be automatically extended for periods of twelve (12) months (each a "Renewal Term") unless the Agreement has been terminated as set forth herein, or unless either party notifies the other in writing of its election to have this Agreement expire at least sixty (60) days in advance of the end of such Initial Term or any such Renewal Term. In addition, RIN reserves the right to revisit this Agreement within six (6) months of inception to determine the success of the Data Provider with the promotion and acceptance of RIN provided Broker/Agent HomePages or linkage of foreign HomePages (Appendix A, Section 2f). If a revenue "stream" equivalent to a \$1.00 per month per listing is not achieved, RIN may, at its discretion, assess a monthly maintenance fee. If RIN makes that assessment, then the Data Provider has the right to terminate this agreement, effective upon sixty (60) days written notice.

11. Termination. Either Party may terminate this Agreement at any time in the event of a material breach by the other party which remains uncured after thirty (30) days written notice thereof and as otherwise set forth in this Agreement.

12. Consequences of Termination or Expiration. Upon the termination or expiration of this Agreement for any reason: (a) the license granted pursuant to Section 4 shall terminate; (b) RIN shall promptly remove all Licensed Data of the Data Provider from the RPA, and at the sole option of RIN, destroy or return the same to Data Provider; and (c) each party shall promptly prepare an accounting of all sums (if any) due to each other, and each party shall pay the same within fifteen (15) days of receipt of an invoice therefor.

13. Applicable Law; Venue. This Agreement has been entered into in the State of Illinois, and all matters or issues relating in any way thereto shall be governed by the laws of the State of Illinois applicable to contracts entered into and performed entirely within the State. Each party irrevocably consents to the exclusive jurisdiction of the state and

federal courts located in Cook County, Illinois, in connection with any action to enforce the provisions of this Agreement, to recover damages or other relief for breach or default of this Agreement, or otherwise arising under or by reason of this Agreement.

14. Assignment. Neither this Agreement nor any right or obligation arising hereunder may be assigned (voluntarily, by operation of law or otherwise), in whole or in part, by either party without the prior written consent of the other party: provided that, without the consent of, but upon prior written notice to, Data Provider, RJN may assign some or all of its rights and obligations (a) to an affiliate of RJN or (b) InfoTouch Corporation.

15. Successors and Assigns. Subject to Section 14, this Agreement shall be binding upon, and inure to the benefit of, the parties and their respective successors and permitted assigns.

16. Complete Agreement. This Agreement and its attachments set forth the entire agreement between the parties with respect to the subject matter hereof, and supersede all prior or contemporaneous understandings, communications or agreements, whether written or oral, regarding such subject matter.

17. Amendment. This Agreement and its attachments may not be amended or modified in any manner, except by a written instrument signed by the parties.

18. Notice. All notices, consents and approvals given under this Agreement shall be in writing and shall be delivered in person, by first class or express mail or facsimile addressed as follows:

If to Data Provider:

Peoria Area Assoc. of Realtors  
40 E. McClure  
Peoria IL 61603  
 Attn: Dallas Hancock  
 Telephone: 309-688-8591  
 Facsimile: 309-688-3120

If to RJN:

REALTORS Information Network  
 430 N. Michigan Avenue  
 Chicago, Illinois 60611-4087  
 Attn: Senior Vice President, Sales  
 Telephone: 312/329-8530  
 Facsimile: 312/329-8539

Either party may change its address or addressee for the purposes of this Paragraph by notice. Notice given in accordance with this section shall be deemed given when received.

19. Waiver. No waiver by either party of any breach or default by any other shall be deemed a waiver of any other breach or default.

20. Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby are not affected in any manner materially adverse to either party. Upon such determination that any term or other provisions is invalid, illegal or incapable of being enforced, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions be consummated as originally contemplated to the fullest extent possible.

21. Interpretation of Agreement. When a reference is made in this Agreement to an article or section, such reference shall be to an article or section of this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words "include," "includes," or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation."

22. Survival. The provisions of Sections 7, 8, 9, 12, 13, 20 and 22 shall survive any expiration or termination of this Agreement for any reason.

23. Relation of Parties. Each parties' relationship to every other party is that of an independent contractor. The parties are not partners or joint venturers with one another, and do not intend to form a partnership or joint venture.

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24. Force Majeure. Neither party hereto shall be deemed to be in default of any provision of this Agreement or for failure in performance, resulting from acts or events beyond the reasonable control of such party and arising without its fault or negligence, provided that prompt written notice of any such act or event is given to the other party. Such acts shall include, but not be limited to, acts of God, civil or military authority, interruption of electric or telecommunication services, civil disturbances, war, strikes, fires, floods or other catastrophes. If for any of the reasons set forth above either party shall be unable to perform any obligation when due, such party shall immediately notify the other party of such inability and of the period over which such inability is expected to continue. Affected obligations of the parties shall be temporarily suspended during the period of force majeure and the time for performance under this Agreement shall, as applicable, be extended by the duration of any such period; provided, however, that if the delay continues for a period of sixty (60) calendar days or more, the party receiving notification of the inability may terminate this Agreement by written notice to the other party.

25. Duly Authorized signatories. Each party represents and warrants that its signatory whose signature appears below has been and is on the date of this Agreement duly authorized by all necessary corporate or other appropriate action to execute this Agreement.

26. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by both parties and delivered to the other party.

27. Further Cooperation. Each party hereto agrees to cooperate with the other, at a party's request and at such party's expense, to execute any and all documents or instruments, or to obtain any consents, in order to assign, transfer, perfect, record, maintain, enforce or otherwise carry out the intent of the terms of this Agreement.

AGREED AND ENTERED INTO in Chicago, Illinois as of the date first written above.

REALTORS Information Network

By: [Signature]

Title: SF V. P.

Peoria Area Assoc.

By: [Signature]

Title: EVP

## APPENDIX A

1. Initial Fees. RIN contemplates that the vast majority of implementations will result in no initial fees. However, due to the diversity of Data Provider systems, RIN may require the payment of initial fees as a result of technological barriers that RIN discovers that will require RIN to expend significant resources. RIN will notify Data Provider in writing of such fees (if any), in which case Data Provider may, at its option, terminate this Agreement upon written notice to RIN within ten (10) days following such notification.

2. Basic RPA Listing. The "Basic RPA Listing" at the option of Data Provider, may contain the following for each Property:

a. text describing the Property, it being understood that such text may not include street addresses, private telephone numbers, security codes, owner names or private comment fields commonly occurring in Data Provider data; a photograph or image of the Property; and

b. the name, telephone number, and e-mail address for the Property's listing broker.

3. Fees for Basic RPA Listings.

a. Provided that this Agreement is executed by Data Provider by April 7, 1996, RIN shall provide the Basic RPA Listings to Data Provider without charge, it being understood that RIN reserves the right to revisit this Agreement within six (6) months of Agreement execution to determine the success of the Data Provider with the promotion and acceptance of RIN provided Broker/Agent HomePages or linkage of foreign HomePages (Section 20). If a revenue stream equivalent to a \$1 per month per listing is not achieved, RIN may, at its discretion, assess a monthly maintenance fee. If RIN makes that assessment, then the Data Provider has the right to terminate this Agreement effective upon sixty (60) days written notice.

4. Time and Method of Payment by Data Provider.

a. RIN shall invoice Data Provider monthly for all fees and other charges payable by Data Provider hereunder. Such fees and charges shall be payable to Data Provider within thirty (30) days of the date of invoice. Any fees not paid within terms are subject to late fees equal to one percent (1%) per month or the highest rate permitted by law. Fees remaining unpaid within sixty (60) days of due date constitute material breach of this Agreement pursuant to Section 11.

b. All of RIN's fees and other charges are exclusive of any taxes or levies, including, value added tax, and if any such taxes or levies are payable in respect to any of RIN's fees or charges, such taxes or levies shall be added to the applicable fees and prices. Data Provider agrees to bear all taxes, duties, levies, and other similar charges (and any related interest and penalties), however designated, imposed as a result of the existence or operation of this Agreement, including but not limited to any tax which Data Provider is required to withhold or deduct from payments to RIN, except any net income tax imposed upon RIN by the United States or any governmental entity within the United States.