

realestate.com.au PTY LTD
(ABN 21 080 195 535)

INTERCONNECT SERVICE LEVEL AGREEMENT

BACKGROUND:

- A.** The subscriber is a user of the on-line listing service provided by realestate.com.au Pty Ltd trading as realestate.com.au ("REA") and has a need to send electronic data to REA on a regular basis.
- B.** The Agent Upload Service ("the Service") allows subscribers of **REA's listing services** to upload property data using the Agent Property Interface either directly from the subscriber's computer system to REA or via a third party's computer system.
- C.** REA has agreed to provide the subscriber with the Service on the condition that the person responsible for sending data in REA XML format to REA on behalf of the subscriber ("you" - whether you are the subscriber or a Multi-Loader) enter into this Agreement with REA.

AGREEMENT:

1. ACKNOWLEDGMENTS

You acknowledge that:

- (a) This Agreement is a separate agreement from the Agent Upload Service Level Agreement between REA and the subscriber.
- (b) If you are not the subscriber, you act on behalf of one or more subscribers in uploading data.
- (c) You must ensure that the data sent by the subscriber is in the correct REA XML format, is in the correct version of REA XML, is not corrupt and is valid data. You must notify REA immediately if you become aware that you have breached any of these requirements, any of the data transmission guidelines or any other requirement applicable pursuant to this Agreement in relation to data that you upload. When notifying REA you must also provide a list of all subscribers and listings that are affected.
- (d) You must be available during business hours Monday to Friday to provide support to your subscriber customers using your service. For the purposes of this clause, "local business hours" means the hours of 9am to 5pm, Monday to Friday, in the place where your subscriber customers are located.
- (e) The subscriber must first contact you for support if they have any issues with transferring their property data to REA.
- (f) You must check your data processing log files daily to ensure there are no technical problems preventing the transfer of property data to REA.
- (g) You must build both an IMPORTER and an EXPORTER to support accepting and sending of property data in REA XML format.

- (h) If you have a new subscriber using your service who already has properties on the REA web site, then you must:
- obtain an extract of their data from REA;
 - then match the extract to your database to prevent duplications and maintain data history; and
 - then upload this 'snap shot' to REA from your system - ensuring that the Unique ID remains as it was provided to you.

Important Note:

Please ensure you follow the standard process outlined to you. Any work undertaken by REA to remove duplicate properties or correct any errors made during this process will incur a \$150 / hour (exclusive of GST) service fee. If this situation occurs three times, REA will no longer accept new data feeds for existing REA customers who already have property data on the REA website wishing to use your service.

2. TECHNICAL CONTACT

REA will deal with the Technical Contact nominated by the subscriber in relation to any technical difficulties experienced with the subscriber's use of the Service. If you are a Multi-Loader, you will be considered the subscriber's Technical Contact for the purposes of the agreement with the subscriber.

3. BASIC SET-UP

- (a) If you indicate that you have the technical expertise to develop an upload file using the REA XML format, then the REA XML format specification will be provided to you. It is then your responsibility to ensure that your computer system is capable of generating the appropriate data files to be sent to REA in REA XML format to update the REA database.
- (b) After REA provides you with the REA XML format specification and you have returned a signed Agreement Form to REA, a test account will be established for you to coordinate testing with the Administrative Contact of the subscriber. It is your responsibility to ensure that data is being transferred to the satisfaction of the subscriber.
- (c) If you are satisfied with the outcome of the testing, you must notify REA and the Service will be made available to the subscriber provided that the subscriber has signed and returned an Agent Upload Authorisation Form.

4. ADVANCED SET-UP

- (a) If assistance is required from REA in establishing the Service, or in ensuring that your computer system is capable of generating the appropriate data files to be sent to REA in REA XML format to update the REA database, you may request assistance from REA.
- (b) Once your request has been made, REA will provide you with a time and cost estimate for the assistance you have requested. Advanced set-up is charged on a time and materials basis, at the rate of \$150.00 per hour (exclusive of GST).

5. REA XML FUNCTIONAL SPECIFICATION

- (a) REA will provide you with a full specification of the data requirements that must be adhered to in using the Service. The specification will also provide you with the DTD file structure and the field mapping for content to be published on the REA web site and web sites powered by REA.
- (b) You acknowledge that it is your responsibility to ensure that data being sent by you to REA is in the correct format and to seek assistance if required in the conversion process.
- (c) From time to time, REA may alter and update the **REA XML** file format in order to accommodate new features of the **REA web site** and other web sites powered by REA.
- (d) Before implementing any alterations or updates to the **REA XML** file format, REA will alter and amend the API documentation so that it is compatible with the new file format and give at least 30 days notice to your Technical Contact.
- (e) You acknowledge that alterations and updates to the **REA XML** file format may not always be compatible with previous versions of **REA XML** or with other **XML** file formats and that it is your responsibility to ensure that you stay updated and using the latest version of **REA XML**.
- (f) You acknowledge that if you are unable to make full use of the Service due to your use of a superseded version of **REA XML** or other **XML** file format, REA will not be considered in breach of this Agreement.

6. FAILURE TO COMPLY WITH REA XML FUNCTIONAL SPECIFICATION

- (a) You will be notified if you fail to comply with the functional specification of REA XML.
- (b) You must, within 48 hours of receiving such a notice, correct the file format of data being sent by you to REA.
- (c) If you fail to rectify the problem with your file format within 48 hours of receiving the notice, REA will no longer accept any data from you and the Service will be suspended. You (or any subscriber sending data through you) will be provided with a user name and password and will be required to send data to REA via the Agent Admin System.
- (d) REA will reconnect the Service to you only after successful testing of the Service with the subscriber and at the authorisation of the Administrative Contact.

7. UPDATING AND EXCEPTION REPORTING

- (a) The Service is designed to receive the REA XML file sent by you, validate the data and then enter the valid data into the REA database. The REA database is updated once per hour, which then updates the REA web site and other web sites powered by REA.
- (b) Data that does not pass REA's validation process is excluded from the update of the REA database and is reported in an Exception Report in relation to the subscriber who created the data. Exception Reports are available at <http://reaxml.realestate.com.au>.

8. SENDING DATA

- (a) REA XML files can be received by REA via FTP 24 hours a day, 7 days per week. As already stated, REA XML files are processed every hour and the REA database is then updated.
- (b) Data export by REA (if any) takes place at the same time that REA processes the data sent by you, or as may be otherwise arranged with other publishers to whom REA sends data.
- (c) In the event of planned or anticipated downtime of the Service:
 - You will be notified by email from REA;
 - You can contact REA's Customer Care Centre for updates on progress;
 - You must contact the subscriber within 1 hour of being notified of the downtime or becoming aware of the downtime (whichever comes first); and
 - You must contact the subscriber within 1 hour of being notified of the end of the downtime or becoming aware that the Service has been restored (whichever comes first).

9. CONTENT OWNERSHIP

Without limiting the following restrictions, nothing in this Agreement grants you any rights in, or in relation to, any text, image, graphics, audio, video, page layout, source code, form, page, trademark, logo, data or other information of any type on any REA web site (**REA Content**). Unless authorized by REA in writing, you may not, and you must ensure that your Related Bodies Corporate do not:

- (a) Deep link or employ software or any automatic device, technology or algorithm, to "crawl," "scrape," search or monitor any REA web site or retrieve, copy cache or save any REA Content;
- (b) Use data mining, robots, spiders, crawlers, cancelbots, Trojan horse(s), or any data gathering or extraction method or manual process to save and/or retrieve, copy, extract, cache or save any REA Content;
- (c) frame or utilize framing techniques to enclose any REA Content (other than REA Content that you uploaded to REA under this Agreement); or
- (d) violate the mechanical restrictions of any REA web site, or bypass other measures employed to endeavour to prevent or limit access to any REA web site or REA Content by any means.

REA reserves all its intellectual property rights in the REA XML format and associated documentation, including but not limited to its functional specification (**REA Materials**). You are granted a non-exclusive non-transferable license to use the REA Materials (excluding the right to sublicense or modify) solely for the purpose of uploading data to REA. All other rights in relation to the REA Materials are excluded to the extent permitted by law.

Except to the extent that the REA Materials are both publicly available and not subject to an obligation of confidentiality, the REA Materials are confidential information of REA and you must not disclose them or use them for any purpose other than uploading data to REA.

10. API SUPPORT

- (a) REA provides telephone technical support for the diagnosing of problems that may occur with the subscriber's use, or your use, of the API.

- (b) In order to request support from REA, you must contact the REA Customer Care Centre and provide the information reasonably requested by REA.
- (c) REA reserves the right to provide a quote to work on resolving issues that exceed one hour to fix and where the issue is specific to the subscriber or Multi-Loader (ie, not due to a fault within the REAXML system). Support time will be quoted at a rate of \$150.00 per hour (exclusive of GST).

11. AGREEMENT WITH REA

- (a) If you are the subscriber, you acknowledge that the terms of this Agreement are the terms of a binding agreement between you and REA, as part of the Agent Upload Service Level Agreement.
- (b) If you are a Multi-Loader, you acknowledge that the terms of this Agreement are binding on you in relation to each subscriber on whose behalf you send data to REA using the Service. For the avoidance of doubt, this Agreement is with you in your own right, rather than as agent for any subscriber.

12. TERM AND TERMINATION

- (a) This Agreement continues until terminated in accordance with this Agreement.
- (b) If you are the subscriber, then this Agreement automatically terminates upon termination or expiry of your Agent Upload Service Level Agreement.
- (c) REA may terminate this Agreement by giving you 7 days written notice if REA has suspended the Service for 7 consecutive days or on three or more separate occasions under clause 6(c), or if you breach any provision of this Agreement and fail to rectify the breach within 7 days of being given a notice to rectify the breach.
- (d) Without limiting paragraph (e), REA may terminate this Agreement by written notice with effect at any time on or after the date notice is given, as nominated in the notice, if you breach clause 9 in any way.
- (e) REA may terminate this Agreement at any time, without reason, by providing 2 working days written notice.
- (f) Termination of this Agreement does not relieve you of your obligations and liabilities under this Agreement and REA reserves its right to enforce any of those obligations and liabilities. Termination of this Agreement automatically terminates the licence granted to you under clause 9 in relation to REA XML.

13. AMENDMENT

REA reserves the right to amend the terms and conditions of this Agreement at any time. You will be provided with notice of the amendments to this Agreement and your continued use of the Service after receiving such notice will be deemed your acceptance of the amended terms and conditions.

14. LIABILITY OF REA

14.1 Limitation of liability

To the maximum extent allowable by law, REA:

- (a) Excludes all conditions and warranties that might otherwise be implied into this Agreement;
- (b) Will not be liable to you for any consequential, special or indirect loss or damage (including, but not limited to loss of opportunity, loss of revenue and loss of profits);
- (c) Limits its liability for breach of any non-excludable condition or warranty to, at its option, the greater of resupplying the Service or paying the cost of having the Service resupplied;
- (d) Limits its liability in respect of any other claim in connection with this Agreement, whether the claim is based in contract, tort (including negligence) or statute to the amount paid to us by you under this Agreement.

14.2 No liability

REA will not be liable under this Agreement to the extent that liability is caused by your breach of this Agreement or any other agreement with REA or is caused by any circumstance beyond the reasonable control of REA (including, but not limited to viruses and other defects or failure of REA computer hardware).

15. MISCELLANEOUS

- (a) This Agreement is governed by the laws of Victoria and the parties submit to the exclusive jurisdiction of the courts exercising jurisdiction under Victorian law.
- (b) If any part, being a word, sentence, paragraph or otherwise, of this document is, or becomes, void or unenforceable, that part should, if possible, be read down by the Court so as not to be void or unenforceable, failing which that part is, or will be, severed from this document so that all parts that are not, or do not become, void or unenforceable remain in full force and effect and are unaffected by that severance.
- (c) Any notice given under this Agreement must be in writing and given by hand or sent by registered post, pre-paid post or other document delivery service, fax or e-mail to the address provided by the intended recipient of the notice, or its usual business address.
- (d) No failure to exercise and no delay in exercising any right, power or remedy under this Agreement will operate as a waiver. Nor will any single or partial exercise of any right, power or remedy preclude any other or further exercise of that or any other right, power or remedy.
- (e) You must not assign this Agreement without the prior written consent of REA.

16. INTERPRETATION OF THIS AGREEMENT

16.1 Unless the context requires otherwise:

Administrative Contact means the person nominated by the subscriber as the Administrative Contact for the purposes of the subscriber's use of the Service.

Agent Admin System means the web based service used to upload properties to the web sites accessible at <http://admin.realestate.com.au>

Authorisation Form means the form submitted by the subscriber to REA, authorising the establishment of the Service for the benefit of the subscriber.

Exception Report means a report made available to the subscriber and the Technical Contact via the REA web site and which contains details of the subscriber's data sent to REA that did not pass REA's validation process.

Multi-Loader means a third party nominated by the subscriber to be responsible for the regular sending of data to REA on behalf of the subscriber, in the appropriate file format, for publishing on the REA web site and other web sites powered by REA.

REA-Certified means, in relation to a subscriber or a Multi-Loader, a person who has entered into this Interconnect Service Level Agreement with REA.

REA Interconnect means the connection between the subscriber's computer system and REA, or between the Multi-Loader's computer system and REA, using the Agent Property Interface, through which data in the REA database is uploaded and updated using REA XML files sent by you to REA.

REA web sites means the web sites located at the domains "www.realestate.com.au", "www.realcommercial.com.au", "www.property.com.au", "www.realholidays.com.au", "www.propertylook.com.au", "www.realcommercial.co.nz", "www.propertylook.co.nz", "www.homesite.com.au" or any website or business operated by REA.

REA XML means the current version from time to time of the unique REA-developed form of the XML file format.

REA on-line listing service means any REA subscription service designed to allow the display of property and other details on the REA web site or REA powered web sites.

Related Body Corporate means:

- (a) any company that, directly or indirectly, owns or controls not less than 50% of the shares in you (**Holding Company**); and
- (b) any company, partnership or joint venture (**Body**) in which any Holding Company, directly or indirectly, owns or controls not less than 20% of the equity in the Body or the composition of not less than 20% of the peak managing body (such as a board) of the Body.

Technical Contact means the person nominated by the subscriber as the Technical Contact for the purposes of the subscriber's use of the Service.

16.2 The singular number includes the plural and vice versa; words importing one gender include every gender; and a reference to a person includes a corporation and vice versa.

16.3 Any reference to any of the parties by their defined terms includes that party's executors, administrators and permitted assigns or, being a company, its successors and permitted assigns.

16.4 Unless repugnant to the context, this Agreement must be read subject to the terms of the Agent Upload Service Level Agreement with the subscriber.

16.5 References to statutes, regulations, ordinances or by-laws shall be deemed to extend to all statutes, regulations, ordinances or by-laws amending, consolidating or replacing the same.

16.6 Any headings have been included for ease of reference and no part of this Agreement is to be construed or interpreted by reference to them.