

**REA GROUP HONG KONG LIMITED NO. 1099743
TRADING AS SQUARE FOOT**

Version 1: Effective October 2007

INTERCONNECT SERVICE LEVEL AGREEMENT

BACKGROUND:

- A.** The subscriber is a user of the on-line listing service provided by REA Group Hong Kong Limited No. 1099743 trading as Square Foot ("Square Foot") and has a need to send electronic data to Square Foot on a regular basis.
- B.** The Agent Upload Service ("the Service") allows subscribers of **Square Foot's listing services** to upload property data using the Agent Property Interface either directly from the subscriber's computer system to Square Foot or via a third party's computer system.
- C.** Square Foot has agreed to provide the subscriber with the Service on the condition that the person responsible for sending data in the Specified Format to Square Foot on behalf of the subscriber ("you" - whether you are the subscriber or a Multi-Loader) enter into this Agreement with Square Foot.

AGREEMENT:

1. ACKNOWLEDGMENTS

You acknowledge that:

- (a) This Agreement is a separate agreement from the Agent Upload Service Level Agreement between Square Foot 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 Specified Format, is in the correct version of the Specified Format, is not corrupt and is valid data. You must notify Square Foot immediately if you become aware that you have breached any of these requirements, any of the data transmission guidelines or any other requirements applicable pursuant to this Agreement in relation to data that you upload. When notifying Square Foot 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 6pm, Monday to Friday, in the place where your subscriber customers are located.

The subscriber must first contact you for support if they have any issues with transferring their property data to Square Foot

- (e) If you have a new subscriber using your service who already has properties on the Square Foot web site, then you must make sure that by uploading the properties using the Service, the subscriber does not duplicate existing listings on the Square Foot web **sites**

Important Note:

Please ensure you follow the standard process outlined to you. Work undertaken by Square Foot to remove duplicate properties or correct any errors made during this process may incur a service fee. The amount of this service fee is available on request. If this situation occurs three times, Square Foot may decide to no longer accept new data feeds for existing Square Foot customers, who already have property data on the Square Foot website, wishing to use your service.

2. TECHNICAL CONTACT

Square Foot 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 an **IT support provider** 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 Specified Format, then the Specified Format specifications will be provided to you. It is then your responsibility to ensure that your Data base / Computer system is capable of generating the appropriate data files to be sent to Square Foot in the Specified Format to update the Square Foot database.
- (b) After Square Foot provides you with the Specified Format specifications and you have returned a signed Agreement Form to Square Foot, 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 Square Foot 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 Square Foot in establishing the Service, or in ensuring that your computer system is capable of generating the appropriate data files to be sent to Square Foot in the Specified Format to update the Square Foot database, you may request assistance from Square Foot.
- (b) Once your request has been made, Square Foot will provide you with a time and cost estimate for the assistance you have requested. We may charge support fee for Advanced set-up

5. FUNCTIONAL SPECIFICATION FOR SPECIFIED FORMAT

- (a) Square Foot will provide you with a full set of specifications of the data requirements that must be adhered to in using the Service
- (b) You acknowledge that it is your responsibility to ensure that data being sent by you to Square Foot is in the correct format and to seek assistance if required in the conversion process.

- (c) From time to time, Square Foot may alter and update the **Specified Format** in order to accommodate new features of the **Square Foot web site** and other web sites powered by Square Foot.
- (d) Before implementing any alterations or updates to the Specified Format, Square Foot 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 **Specified Format** may not always be compatible with previous versions of the **Specified Format** or with other file formats and that is your responsibility to ensure that you stay updated and using the latest version of the Specified Format.
- (f) You acknowledge that if you are unable to make full use of the Service due to your use of a superseded version of the Specified Format or other file format, Square Foot will not be considered in breach of this Agreement.
- (g) You will be notified if you fail to comply with the functional specification referred to in clause 5(a). You must, within 48 hours of receiving such notice, correct the failure. If you fail to rectify the problem with your file format within 48 hours of receiving the notice, Square Foot will no longer accept any data from you and the Service will be suspended. Square Foot will reconnect the Service to you only after successful testing of the Service.

6. **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 Square Foot web site (**Square Foot Content**). Unless authorized by Square Foot 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 Square Foot web site or retrieve, copy cache or save any Square Foot 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 Square Foot Content;
- (c) frame or utilize framing techniques to enclose any Square Foot Content (other than Square Foot Content that you uploaded to Square Foot under this Agreement); or
- (d) violate the mechanical restrictions of any Square Foot web site, or bypass other measures employed to endeavour to prevent or limit access to any Square Foot web site or Square Foot Content by any means.

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

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

7. API SUPPORT

- (a) Square Foot provides telephone technical support to help diagnose problems that may occur with the subscriber's use, or your use, of the API.
- (b) In order to request support from Square Foot, you must contact the Square Foot office and provide the information reasonably requested by Square Foot.

Square Foot 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 Square Foot system). Support fees will be quoted to you. You must approve the quote before work will commence.

8. AGREEMENT WITH SQUARE FOOT

- (a) If you are the subscriber, you acknowledge that the terms of this Agreement are the terms of a binding agreement between you and Square Foot, 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 Square Foot using the Service. For the avoidance of doubt, this Agreement is with you in your own right, rather than as agent for any subscriber.

9. 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) Square Foot may terminate this Agreement by giving you 7 days written notice if Square Foot has suspended the Service for 7 consecutive days or on three or more separate occasions under clause 5(g) or if you breach any provision of this Agreement and fail to rectify the breach within 7 days of being given notice to rectify the breach.
- (d) Without limiting paragraph (e), Square Foot 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 6 in any way.
- (e) Square Foot 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 Square Foot reserves its right to enforce any of those obligations and liabilities. Termination of this Agreement automatically terminates the licence granted to you under clause 6 in relation to the Specified Format.

10. AMENDMENT

Square Foot 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.

11. LIABILITY OF Square Foot

13.1 Limitation of liability

To the maximum extent allowable by law, Square Foot:

- (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.

13.2 No liability

Square Foot 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 Square Foot or is caused by any circumstance beyond the reasonable control of Square Foot (including, but not limited to viruses and other defects or failure of Square Foot computer hardware).

12. MISCELLANEOUS

- (a) This Agreement is governed by the laws of Hong Kong and the parties submit to the exclusive jurisdiction of the courts exercising jurisdiction under Hong Kong 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 Square Foot.

13. INTERPRETATION OF THIS AGREEMENT

13.1 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 www.squarefoot.com.hk

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

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

Interconnect means the connection between your computer system and Square Foot, using the Agent Property Interface or between the Multi-Loader's computer system and Square Foot, through which data in the Square Foot database is uploaded using files in the Specified Format uploaded by you or your Multi-Loader or sent by you or your Multi-Loader to Square Foot.

Multi-Loader means a third party nominated by the subscriber to be responsible for the regular sending of data to Square Foot on behalf of the subscriber, in the appropriate file format, for publishing on the Square Foot website and other websites powered by Square Foot.

Square Foot web sites means the website located at the domain "squarefoot.com.hk" or any website or business operated by Square Foot.

Square Foot on-line listing service means any Square Foot subscription service designed to allow the display of property and other details on the Square Foot website or Square Foot powered websites.

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.

Specified Format means the current version of the unique file format developed by Square Foot and its related bodies corporate, as notified by Square Foot to you from time to time.

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

13.2 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.

13.3 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.

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

13.5 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.

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

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