

Greater Central Louisiana REALTORS® Association, Inc.

IDX USER AGREEMENT

Note: This form is a legally binding contract between you and Greater Central Louisiana REALTORS® Association Inc. This form/contract must be filled out completely, and signed by the MLS Participant and MLS Subscriber. There are no exceptions. Once you have filled it out and signed it, fax or mail it to Greater Central Louisiana REALTORS® Association, Inc., 4200 Jackson Street, Alexandria, LA 71303 or fax #318-473-9735. Greater Central Louisiana REALTORS® Association, Inc. will sign the form/contract and return a copy to you with information on how to access the data feed.

AGREEMENT

1. This Agreement is made and entered into by and among Greater Central Louisiana REALTORS® Association, Inc. and the MLS Participant and/or MLS Subscriber (collectively "IDX User") and the companies/individuals (collectively "the Consultant"), all of whose names and contact information appear on the signature pages of this Agreement.

RECITALS

2. IDX User wishes to obtain, and Greater Central Louisiana REALTORS® Association, Inc. wishes to provide, data for IDX User's web site, including the active, pending, pending-continue-to-show, contingent, and sold listing data of other real estate brokerages participating in the Greater Central Louisiana REALTORS® Association, Inc., IDX program. IDX User may wish to engage Consultants, i.e., other companies or individuals who are not employees of IDX User, to perform data downloading, manipulation, and formatting, as well as programming and web design. Sold data must be requested on Exhibit B.

DEFINITIONS

3. For purposes of this Agreement, the following terms shall have the meanings set forth below:
 - 3.1 **Internet Data Exchange Database or IDX Data:** The current aggregate compilation of all active, pending, pending-continue-to-show, and contingent exclusive right to sell listings of all MLS Participants except those listings where the property seller has opted out of Internet publication by so indicating on the listing contract. Additionally three (3) years of publicly accessible information related to "Sold" listings will be included if requested. Greater Central Louisiana REALTORS® Association, Inc. owns the IDX Data.
 - 3.2 **IDX User:** A MLS Subscriber who has given permission to other MLS Subscribers to display his/her active listings on other MLS Subscribers' web sites in return for their permission to advertise their listings on its web site. The MLS Participant (Designated REALTOR® or Broker-In-Charge), of the firm the MLS Subscriber is affiliated with must join into this agreement as an IDX User.
 - 3.3 **Multiple Listing Service:** A means for collecting and disseminating information about real property that is or has been for sale, including a means for real estate brokers to make offers of cooperation and compensation to each other. Multiple Listing Services may also include, without limitation, the provision of data processing, technical support, consulting, and other information technology services to real estate brokers and appraisers in connection with the sale and appraisal of real property.
 - 3.4 **Rules:** The MLS Rules and Regulations of Greater Central Louisiana REALTORS® Association, Inc. as amended from time to time, and any operating policies relating to the IDX Data promulgated by Greater Central Louisiana REALTORS® Association, Inc.
 - 3.5 **MLS Participant:** A REALTOR®, irrespective of where he holds primary membership who is a principal, partner, or corporate officer of a real estate brokerage and holds a current, active, valid real estate broker's license and is participating in MLS.
 - 3.6 **MLS Subscriber:** A licensee employed by or affiliated with a MLS Participant as an independent contractor.
 - 3.7 **Listing Data:** Data relating to real estate for sale, previously sold, or listed for sale, and data relating to MLS Participants and MLS Subscribers, entered into the MLS System. Greater Central Louisiana REALTORS® Association, Inc. owns the Listing Data.
 - 3.8 **Exhibits A&B.** Exhibit A contains a complete list of all data fields provided through the IDX feed to users. Additional fields which may be provided upon written request are contained in Exhibit B. Both exhibits are attached to this agreement and made part of the agreement.

Greater Central Louisiana REALTORS® Association, Inc. OBLIGATIONS

4. During the term of this Agreement, Greater Central Louisiana REALTORS® Association, Inc. agrees to provide to IDX User and its consultants:
 - 4.1 Access to the IDX Data via (select only one of the following options):
 - (☐) Download data via RETS Server or manually enter authorized listings.
 - (☐) Subscription to Central Louisiana REALTORS® Association, Inc. IDX Data Feed
 - 4.2 Seven (7) days' advance notice of changes to the file and record formats of the IDX Data;
 - 4.3 Seven (7) days' advance notice of changes to the Rules.

IDX USER'S OBLIGATIONS

5. IDX Users shall comply with the Rules at all times.
6. IDX User acknowledges Greater Central Louisiana REALTORS® Association, Inc.'s ownership of the copyrights in the Listing Data and the IDX Data.

7. IDX User shall comply with the requirements relating to Confidential Information set forth below.
8. In the event that IDX User desires to make the IDX Data or the Confidential Information available to any consulting third party, IDX User agrees to require such third party to execute this Agreement and become a Consultant.
9. If Greater Central Louisiana REALTORS® Association, Inc. notifies IDX User of a breach of the Rules or this Agreement and IDX User does not immediately cure such breach, IDX User agrees that Central Louisiana REALTORS® Association, Inc. may seek cure from the Consultants, or anyone of them.
10. IDX User shall notify Greater Central Louisiana REALTORS® Association, Inc. within five (5) business days of any change to the information relating to IDX User on the IDX User information and Signature page below.
11. If the Greater Central Louisiana REALTORS® Association, Inc. IDX Data Feed is selected, remittance of \$250 annual fee will be required.

CONSULTANT'S OBLIGATIONS

12. Consultant warrants that it has the technical capability to carry out its activities without jeopardizing the Listing Data, the IDX Data or the operating system, or other data or system of Greater Central Louisiana REALTORS® Association, Inc., and in particular, it will not retrieve or download data with a frequency or at a rate that will cause damage to Greater Central Louisiana REALTORS® Association, Inc. databases or operating or other systems.
13. If Greater Central Louisiana REALTORS® Association, Inc. notifies IDX User of a breach of the Rules or this Agreement and IDX User does not immediately cure such breach, Greater Central Louisiana REALTORS® Association, Inc. may contact Consultants to cure any such breach that is within Consultant's control.
14. Consultant agrees to cooperate with Greater Central Louisiana REALTORS® Association, Inc. and act immediately upon notification by Greater Central Louisiana REALTORS® Association, Inc. of an uncured breach by IDX User.
15. Consultant acknowledges Greater Central Louisiana REALTORS® Association, Inc. ownership of the copyrights in the MLS Participant Data and the IDX Data.
16. Consultant shall comply with the requirements relating to Confidential Information set forth below.
17. Consultant shall notify Greater Central Louisiana REALTORS® Association, Inc. within five (5) business days of any change to the information relating to it on the Consultant Information and Signature page below.

CONFIDENTIAL INFORMATION

18. **"Confidential Information"** is information or material proprietary to Greater Central Louisiana REALTORS® Association, Inc. or designated "confidential" by Greater Central Louisiana REALTORS® Association, Inc. and not generally known to the public that IDX User or Consultants or anyone of them (the Receiving Party) may obtain knowledge of or access to as a result of access under this Agreement. Confidential Information includes, but is not limited to, the following types of information and other information of a similar nature (whether in oral, visual, audio, written or other form).
 - 18.1 All Participant Data contained within Exhibit A & B, except the IDX Data to the extent to which this Agreement and the Rules permit its disclosure;
 - 18.2 All documentation and other tangible or intangible discoveries, ideas, concepts, designs, drawings, specifications, models;
 - 18.3 Software, source code, object code, diagrams, and flow charts;
 - 18.4 Techniques. Procedures;
 - 18.5 IP addresses. Access codes and passwords;
 - 18.6 Information obtained from any third party that Greater Central Louisiana REALTORS® Association, Inc. treats as proprietary or designates as Confidential Information, whether or not owned or developed by Greater Central Louisiana REALTORS® Association, Inc.
19. **Exceptions.** The Confidential Information does not include information that
 - 19.1 Is in the public domain at the time of disclosure;
 - 19.2 Is known to the receiving party at the time of disclosure;
 - 19.3 Is used or disclosed by the receiving party with the prior written consent of Greater Central Louisiana REALTORS® Association, Inc., to the extent of such consent;
 - 19.4 Becomes known to the receiving party from a source other than Greater Central Louisiana REALTORS® Association, Inc. without breach of this agreement by the receiving party and provided that such source is not known by the receiving party to be bound by a confidentiality agreement with Central Louisiana REALTORS® Association, Inc.;
 - 19.5 Is required to be disclosed by judicial order or other compulsion of law, provided that the receiving party provides to Greater Central Louisiana REALTORS® Association, Inc. prompt notice of any such order.
20. **Title.** The Receiving Party acknowledges that title to the Confidential Information remains at all times with Greater Central Louisiana REALTORS® Association, Inc. or with the third parties in whom title existed prior to this Agreement or prior to disclosure by Greater Central Louisiana REALTORS® Association, Inc.
21. **Restrictions on Use -Scope of Use.** The Receiving Party will use or access the Confidential Information only as expressly permitted under this Agreement and the Rules and the Receiving Party will not use its access or the Confidential Information for any other purpose. The Receiving Party will employ measures to protect the

Confidential Information from disclosure at least as rigorous as those it uses to protect its own trade secrets, but in no event less than reasonable care.

22. **Restrictions on Use -Unauthorized Uses.** The Receiving Party will not make copies of the Confidential Information. The Receiving Party will not directly or indirectly disclose, display, provide, transfer or otherwise make available the Confidential Information to any person or entity, unless the Receiving Party has received prior written consent of Greater Central Louisiana REALTORS® Association, Inc. to do so. At no time and under no circumstances will the Receiving Party reverse engineer, decompile, or disassemble any software constituting part of the Confidential Information. The Receiving Party will not incorporate the Confidential Information into any other work or product.
23. **Restrictions on Use -No Third Party Access.** Only the Receiving Party's own employees will access the Confidential Information. The Receiving Party will not provide access to the Confidential Information to third parties, including consultants or independent contractors, without prior written consent from Greater Central Louisiana REALTORS® Association, Inc. grants consent, the Receiving Party will execute an agreement with the third party that imposes at least as strict a confidentiality obligation the third party as that imposed by this Agreement on the Receiving Party.
24. **Restrictions on Use - Location restriction.** The Receiving Party will not remove the Confidential Information from its principal place of business without Greater Central Louisiana REALTORS® Association, Inc. prior written consent. In the event Greater Central Louisiana REALTORS® Association, Inc. grants consent, the Receiving Party is not relieved of any of its obligations under this Agreement.
25. **Termination and Return of Materials.** Within five (5) days of the end of the term of this Agreement or receipt of notice of termination by Greater Central Louisiana REALTORS® Association, Inc., the Receiving Party will return to Greater Central Louisiana REALTORS® Association, Inc. all Confidential Information and all other material provided by Greater Central Louisiana REALTORS® Association, Inc., to the Receiving Party. The Receiving Party will also erase, delete, or destroy any Confidential Information stored on magnetic media or other computer storage, including system backups. Upon the request of Greater Central Louisiana REALTORS® Association, Inc., an officer of the Receiving Party will certify in writing that all materials have been returned to Greater Central Louisiana REALTORS® Association, Inc. and all magnetic or computer data have been destroyed.

TERM AND TERMINATION

26. **Term.** The term of this Agreement begins on the "Effective Date" set forth on the Greater Central Louisiana REALTORS Association, Inc., Information and Signature Page below. Greater Central Louisiana REALTORS® Association, Inc. has the right at any time and in its sole discretion to terminate this Agreement. This Agreement shall terminate upon the occurrence of any of the following events.
 - 26.1 If the Greater Central Louisiana REALTORS® Association, Inc. IDX Data Feed is selected, non-payment of the annual IDX fee;
 - 26.2 IDX User's notice to Greater Central Louisiana REALTORS® Association, Inc. that it no longer intends to display IDX Data on its web site;
 - 26.3 Suspension or termination of MLS services by MLS Participant or Greater Central Louisiana REALTORS® Association, Inc.
 - 26.4 Violation of the "Internet Data Exchange" Section of the MLS Rules and Regulations.

GENERAL PROVISIONS

27. **Survival of Obligations.** The obligations of IDX User set forth under "IDX User's Obligations" above and the obligations of Consultants under "Consultants' Obligations" above shall survive the termination or expiration of this Agreement.
28. **Greater Central Louisiana REALTORS® Association, Inc. Remedies.** Because of the unique nature of the IDX User Data and Confidential Information, IDX User and Consultants acknowledge that Greater Central Louisiana REALTORS® Association, Inc. would suffer irreparable harm in the event that any of them breaches its obligation under this Agreement and that monetary damages would be inadequate to compensate Greater Central Louisiana REALTORS® Association, Inc. for a breach. Greater Central Louisiana REALTORS® Association, Inc. is therefore entitled, in addition to all other forms of relief, to injunctive relief as may be necessary to restrain any continuing or further breach by IDX User or Consultants or anyone of them, without showing or proving any actual damages sustained by Greater Central Louisiana REALTORS® Association, Inc. Consultant shall be liable for all damages, which it causes to the Listing Data, the IDX Data, or the operating systems of Greater Central Louisiana REALTORS® Association, Inc. or its vendors, or any other database, or system, which Consultant uses in connection with its activities. Consultant acknowledges that the owners of any operating systems and the IDX Users are third-party beneficiaries of this Agreement.
29. **Attorney's fees.** If Greater Central Louisiana REALTORS® Association, Inc. prevails in any action to enforce or interpret this Agreement or any provision hereof, the party against whom enforcement or interpretation was sought will pay Greater Central Louisiana REALTORS® Association, Inc. reasonable attorney's fees and costs for such legal action.
30. **Limitation of Liability.** Greater Central Louisiana REALTORS® Association, Inc. liability to IDX User and Consultants for damages under this Agreement, whether in contract or tort, shall be limited to the aggregate amounts paid by IDX User and Consultants to Greater Central Louisiana REALTORS®, Inc., if any, under this

Agreement. IDX Users and Consultant's only other remedy shall be termination of this Agreement. Greater Central Louisiana REALTORS® Association, Inc. shall not be liable for any incidental or consequential damages under any circumstances, even if Greater Central Louisiana REALTORS® Association, Inc. has been advised of the possibility of such damages. Greater Central Louisiana REALTORS® Association, Inc. shall have no liability for inaccuracies in the IDX Data or the Listing Data.

31. **Notice.** All notices to be given under this Agreement shall be mailed, sent via facsimile transmission, or electronically mailed to the parties at their respective addresses set forth below or such other address of which any party may advise the others in writing during the term of this Agreement.
32. **No Waiver.** No waiver or modification of this Agreement or any of its terms is valid or enforceable unless reduced to writing and signed by the party who is alleged to have waived its rights or to have agreed to a modification.
33. **No Assignment.** Neither IDX User nor Consultants, nor any of them, may assign or otherwise transfer any of their rights under this Agreement to any party without the prior written consent of Greater Central Louisiana REALTORS® Association, Inc.
34. **Entire Agreement.** This Agreement contains the full and complete understanding of the parties regarding the subject matter of this Agreement and supersedes all prior representations and understandings whether oral or written. The previous sentence notwithstanding, the Rules are expressly incorporated into this Agreement by reference.
35. **Applicable law.** This Agreement is governed by and enforced according to the laws of the State of Louisiana.

Greater Central Louisiana REALTORS® Association, Inc.
MLS Information and Signature Entered
into on behalf of
Greater Central Louisiana REALTORS® Association, Inc. by:

FOR MLS SECTION

Signature

Print Name

Effective Date

IDX User Information and Signature

NOTE TO CONSULTANT: Be sure to enter into this IDX agreement with Greater Central Louisiana REALTORS® Association, Inc. and every real estate broker to which you provide services. If you sign only one and that IDX Data is terminated, you will not be able to get the data for your other clients.

EXHIBIT A

Cell Phone	Electric Amps	Monthly Rent	TV Service
Direct Work Phone	Electric Available	Monthly Rentper Sq Ft	Type
Email	Electric Company	Office Sq Ft	Type Farm
First Name	Electric Meter	Open House Public	Type Home
Full Name	Electric Pays	Upcoming	Typeof Building
Generational Name	Electric Phase	Open House Upcoming	Unit Count
Last Name	Electric Volts	Oven Fuel	Unit Number
MLS	Elementary School	Oven Type	Use
Agent ID	Energy Feature	Parcel Number	Virtual Tour URL Address
Nick Name	Enterprise Zone	Parking Number Of	Warehouse Storage Sq Ft
Office Fax Phone	Fence Type	Parking Type	Washer Dryer Location
Office ID	Fireplace Description	Patio	Water
Office Name	Fireplaces	Photo Count	Water Availability
Office Voice Ext	Fire System	Photo Modification	Waterfront YN
Photo Count	Flooring Description	Timestamp	Water Main
Work Phone	Foundation	Pool Description	Water Sewer Meter
Active Open House Count	Foundation 2	Pool YN	Water Sewer Pays
Approx Acres	Gas Available	Postal Code	Year Built
Apx Age	Gas Company	Priceper Acre	Year Built Condition
Area	Gas Main	Priceper Sq Ft	Year Established
Area Y	Gas Meter	Property Description	Zoned
Area Z	Gas Pays	Property Type	Zoning
Attachments YN	Gross Income	Public Remarks	Matrix Modified DT
Average Occupancy	Heated Sq Ft	Rail Availability	Unit Appliance
Base Rent	Heating	Rail Company	Unit Dining
Base Rentper Sq Ft	Heating Fuel	Refundable Pet Deposit	Unit Features
Bath Description	Heating Fuel 2	Reservation	Unit Monthly Rent
Baths Full	House Type	Residence YN	Unit Number Of Units
Baths Half	IDX Opt In YN	Road Frontage	Unit Total Baths
Baths Total	Insulation	Road Location	Unit Type
Beds Total	Interior	Road Surface	Email
Bldg Miscellaneous	Internet Option YN	Road Type	Fax Phone
Building Condition	Inventory	Roof	Last Transaction Code
Built Information	Junior High School	Room	Matrix Modified DT
Business Type	Land Sq Ft	Sale Inc	MLS
City	Land Use	Sale Includes	MLSID
Clear Height	Last Transaction Code	School District	Office Contact MLSID
Close Date	Laundry	School District Phone	Office Long Name
Close Price	Lease Price	School District Web	Office Name
Co List Agent Direct Work Phone	Lease Years	Selling Agent Full Name	Office URL
Co List Agent Email	Legal	Selling Agent MLSID	Phone
Co List Agent Full Name	List Agent Direct Work Phone	Selling Office MLSID	Photo Count
Co List Agent MLSID	List Agent Email	Selling Office Name	Photo Modification
Co List Office MLSID	List Agent Full Name	Senior High School	Timestamp
Co List Office Name	List Agent MLSID	Sewer	Street Address
Co List Office Phone	Listing Type	Sewer Availability	Street City
Community	List Office MLSID	Sq Ft Total	Street Postal Code
Construction	List Office Name	State Or Province	Street State Or Province
Cook Top Fuel	List Office Phone	Status	Active YN
Cook Top Type	List Price	Storage Description	Description
Cooling	Location	Stories Number Of	End Time
Cooling Fuel	Lot Description	Street Dir Prefix	Entry Order
County Or Parish	Manufacturing Retail Sq Ft	Street Dir Suffix	Matrix Modified DT
Current Price	Master Bedroom Description	Street Name	Open House Date
Deck	Matrix Modified DT	Street Number	Open House Type
Dining	Maximum Sq Ft	Street Number Search	Start Time
Disclosures	Microwave	Street Suffix	
Dishwasher	Minimum Sq Ft	Subdivision	
Disposal YN	Misc Appliance	Subdivision Gated YN	
Dock	Miscellaneous	Topography	
Documents	Misc Feature	Transaction Type	
Door Dimension	MLS		
	MLS Number		

EXHIBIT B

☐

I am requesting SOLD data. Please include it in my feed. I understand that I will only be able to display the following fields on my website:

- Sold Date
- Sold Price
- Address
- Subdivision
- Tax or Parcel ID
- Legal Description
- Selling Agent Information

☐

I am requesting a back office feed and would like for attachments to be included.