

**Broker Data Sharing (IDX)
Licensing Agreement
(RETS DATA FEED FORMAT)**

CONTACT for IDX: mirsidx@mirealsource.net or (248) 247-1040

Broker Agreement – RETS Feed:

- 1) Broker Data Sharing IDX Licensing Agreement (RETS Feed)
- 2) Appendix A = Article VI Broker Data Sharing Rules

THIS BROKER DATA SHARING (IDX)/LICENSING AGREEMENT is made as of the ____ day of _____, 20__, by and between MiRealSource, Inc., a Michigan corporation ("**MiRealSource**"), and the real estate broker/owner, who is a shareholder of MiRealSource and whose name and contact information are set forth below ("**Shareholder**"), as follows:

WITNESSETH:

WHEREAS, MiRealSource is engaged in the business of providing multiple listing services (as defined below) to Shareholder and other real estate brokers; and

WHEREAS, Shareholder, together with such other real estate brokers, who are also Shareholders of MiRealSource and also utilize the multiple listing service provided by MiRealSource; and

WHEREAS, MiRealSource wishes to provide, as part of its multiple listing services, an internet data sharing arrangement ("**IDX**") by which the Shareholder and the other MiRealSource Shareholders can utilize and share their Broker Data (as herein defined) in connection with their respective internet websites; and

WHEREAS, Shareholder, by entering into this Agreement, wishes to utilize said IDX arrangement and wishes to grant permission to other MiRealSource Shareholders to use the Broker Data of Shareholder pursuant to similar Broker Data Sharing (IDX) Agreement(s) to be entered into by the MiRealSource Shareholders to whom Shareholder grants said permission.

NOW THEREFORE, for good and valuable consideration, the parties hereby agree as follows:

- 1. DEFINITIONS.** For purposes of this Agreement, the following terms shall have the meanings set forth below.

a) **“Broker Data Sharing (IDX)”**: The process by which Shareholder both gives permission to other MiRealSource Shareholders (and their agents) to display Shareholder’s active listings (which shall include “SOLD” data, i.e. sold date, sold price and one {1} photograph, for the immediately preceding three (3) years) on the websites of said such other MiRealSource Shareholders, and receives permission from such other MiRealSource Shareholders to display on Shareholder 's website the active listings of such other MiRealSource Shareholders.

b) **“Broker Data”**: Shareholder has obtained from real property owners ("**Owners**") certain real estate listings for the sale of the real estate owned by such Owners, which listings, together with all related data (which shall include “SOLD” data, i.e. sold date, sold price and one {1} photograph, for the immediately preceding three (3) years), compilations of such data, photographs, materials and information, comprise proprietary information of Shareholder and any other MLSs with which MiRealSource has a Broker Data sharing relationship.

c) **"Compilation"** means the assembly of the Broker Information of all real estate brokers who are Shareholders of MiRealSource into a real estate multiple listing service;

d) **“Consultant”** means the third party vendor retained by the Shareholder to perform data downloading, manipulation, and formatting, as well as programming and web design and to otherwise build the Shareholder’s website(s) used in conjunction with the Shareholder’s IDX display and who shall enter into the required Licensing Agreement with MiRealSource in furtherance thereof.

e) **“Multiple Listing Service”**: A service provided by MiRealSource for real estate brokers who are all Shareholders of MiRealSource ("MiRealSource Shareholders"), which collects and disseminates information about real property that is or has been for sale, including a means for MiRealSource Shareholders 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 MiRealSource Shareholders in connection with the sale and appraisal of real property.

f) **“Rules”**: Collectively, the Rules and Regulations of MiRealSource and the other Policies and Procedures of MiRealSource, which relate to the Broker Data as they are published and amended from time to time, and which are hereby incorporated herein and made a part hereof by this reference, and including the MiRealSource IDX Rules and Policy (which are collectively attached hereto as Appendix A.)

2. GENERAL PROVISIONS:

a) Shareholder has, pursuant to a certain Licensing Agreement (“Primary Licensing Agreement”) between Shareholder and MiRealSource, (which Primary Licensing Agreement is on file with MiRealSource and is hereby incorporated herein and made a part hereof by this reference,) previously granted to MiRealSource, and MiRealSource has accepted, a non-exclusive license ("**License**") to assemble the Compilation and to market, distribute,

promote, administer and otherwise provide such services as are reasonably related to the marketing, distribution, promotion and administration of the Broker Data forming the Compilation, which License includes, among other things, the consent of the Shareholder to the display of their listings by other MiRealSource Shareholders in an "IDX" format.

Shareholder hereby further grants MiRealSource a non-exclusive license ("**IDX License**") to use Shareholder's Broker Data in the Shareholder's IDX arrangement for the purposes set forth herein, and in strict accordance with all of the terms and conditions set forth in this Agreement and the Rules.

Shareholder also wishes to grant permission to other MiRealSource Shareholders for their use of Shareholder's Broker Data in the Shareholder's IDX arrangement also in strict accordance with all of the terms and conditions set forth in this Agreement and the Rules, which permission may be revoked by the Shareholder upon written notice to MiRealSource of the Shareholder's decision to opt out of participation, either as to one or more specific Shareholder(s), or on a blanket basis.

All parties hereto acknowledge that (i) title to the Broker Data of the Shareholder remains at all times with the Shareholder, and (ii) title to the Broker Data of the aforesaid other MiRealSource Shareholders who grant permission to the Shareholder and any other MLSs with which MiRealSource has a Broker Data sharing relationship, as the case may be, remains at all times with said other MiRealSource Shareholders and any other MLSs with which MiRealSource has a Broker Data sharing relationship, as the case may be, and (iii) title to the Compilation is joint with the Shareholder, other MiRealSource Shareholders and MiRealSource all as set forth herein.

b) Further, Shareholder has, by virtue of certain other Broker Data Sharing (IDX)/Licensing Agreements between each of the other MiRealSource Shareholders who participate in the Shareholder's IDX arrangement and MiRealSource, obtained a non-exclusive IDX License to display on the Shareholder's website by way of Shareholder's IDX arrangement the active listings of such other MiRealSource Shareholders.

c) Shareholder has selected the IDX arrangement to be provided by MiRealSource in the form of a **RETS DATA FEED**.

d) Pursuant to said selection, MiRealSource will provide the IDX arrangement selected by Shareholder as provided above to permit the use by that Shareholder of the Broker Data of other MiRealSource Shareholders who grant Shareholder permission, in connection with Shareholder's internet websites, provided such use is in strict accordance with this Agreement and the MiRealSource Rules.

e) Shareholder may choose to display the IDX data for either or both of (i) each office of that Shareholder that also participates in MiRealSource, or (ii) approved agents of Shareholder, by using multiple separate websites, which may be done by either framing the MiRealSource Shareholder's corporate site, or displaying the website of each individual office or agent, as the case may be, at the Shareholder's option.

3. MIREALSOURCE'S OBLIGATIONS: During the term of this Agreement, MiRealSource shall provide Shareholder with the following services:

- a) displaying the Broker Data on Shareholder's web site(s);
- b) providing access to the Broker Data via a **RETS DATA FEED**;
- c) providing seven (7) day advance notice of changes to the file and record formats of the Broker Data;
- d) providing seven (7) day advance notice of changes to the Rules.

4. SHAREHOLDER'S OBLIGATIONS:

- a) The Shareholder shall comply with the Rules at all times, including but not limited to, remaining "in good standing" (as defined in MiRealSource Bylaws which are hereby incorporated herein and made a part hereof by this reference,) at all times during the Term of this Agreement.
- b) Shareholder shall also authorize Consultant to allow third parties authorized by MiRealSource to monitor the websites of MiRealSource Shareholders for Broker Data tracking purposes, to monitor the website of Shareholder, including the addition of monitoring codes to facilitate such monitoring, as and when Shareholder is notified by MiRealSource of any such authorized third parties.
- c) Shareholder shall provide MiRealSource with a list of MiRealSource Shareholders to whom Shareholder has granted permission to use Shareholder's Broker Data, which list may be modified by Shareholder at any time, and shall be responsible to update and monitor online permission to such MiRealSource Shareholders.
- d) Shareholder shall provide MiRealSource with a list of Shareholder's agents who are authorized to use the Shareholder's IDX arrangement and shall be responsible to update such list as and when there are any changes to Shareholder's authorized agents.
- e) Shareholder shall comply with the requirements relating to Confidential Information set forth below.
- f) Shareholder may elect to make the Broker Data or the Confidential Information available to multiple third party vendors to implement Shareholder's IDX website(s) and in the event that Shareholder does so, Shareholder agrees to require each such third party vendor to execute a separate Licensing Agreement with MiRealSource and become a Consultant. All such Licensing Agreements shall also provide a roster, which roster shall be updated monthly, of the agents of the Shareholder who are using the IDX website of that Shareholder with the Shareholder's permission, which is provided by each Consultant, and each such Licensing Agreement is hereby incorporated herein and made a part hereof by this reference.
- g) Shareholder shall notify MiRealSource within five (5) business days of any changes to the information relating to Shareholder which information is set forth below on the Shareholder Information and Signature page.

5. CONFIDENTIAL INFORMATION:

a) "**Confidential Information**" is information or material proprietary to MiRealSource and/or Shareholder and/or the other participating MiRealSource Shareholders (collectively, the "Protected Parties") or designated "confidential" by the Protected Parties and which is not generally known to the public, which Shareholder and/or Consultant (collectively, the "**Receiving Party**") may obtain or receive as a result of 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):

- 1) all Broker Data, except the Broker Data to the extent to which this Agreement and the Rules permit its disclosure;
- 2) all documentation and other tangible or intangible discoveries, ideas, concepts, designs, drawings, specifications, models, information;
- 3) software, source code, object code, diagrams, flow charts;
- 4) techniques, procedures;
- 5) IP addresses, access codes and passwords; and
- 6) any information that the Protected Parties obtain from any third party that the Protected Parties treat as proprietary or designate as Confidential Information, whether or not owned or developed by the Protected Parties.

b) **Exceptions.** The Confidential Information *does not* include information that:

- 1) is in the public domain at the time of disclosure;
- 2) is known to the Receiving Party at the time of disclosure or was acquired by the Receiving Party through proper and legal means and/or not in violation of this Agreement;
- 3) is used or disclosed by the Receiving Party with the prior written consent of the Protected Parties, to the extent of such consent;
- 4) becomes known to the Receiving Party from a source other than the Protected Parties 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 the Protected Parties; or
- 5) is required to be disclosed by judicial order or other compulsion of law, provided that the Receiving Party provides to the Protected Parties prompt advance notice of any such order prior to complying with same.

6. RESTRICTIONS ON USE OF BROKER DATA AND CONFIDENTIAL INFORMATION:

a) **Restriction on Use - Scope of Use.** The Receiving Party will use or access the Broker Data of Shareholder and all other MiRealSource Shareholders, and the Confidential Information only as expressly permitted under this Agreement and the Rules and the Receiving Party will not use its access to the Broker Data or the Confidential Information for any other purpose. The Receiving Party will employ measures to protect the Broker Data of Shareholder and all other MiRealSource Shareholders and the Confidential Information from disclosure at least substantially equivalent as those it uses to protect its own trade secrets, but in no event less than reasonable care.

b) **Restrictions on Use – Unauthorized Uses.** The Receiving Party will not make copies of any Broker Data or Confidential Information. The Receiving Party will not directly or indirectly disclose, display, provide, transfer or otherwise make available any Broker Data or the Confidential Information to any person or entity, unless the Receiving Party has received prior written consent of the Protected Parties to do so. At no time and under no circumstances will the Receiving Party reverse engineer, decompile, or disassemble any software constituting part of any Broker Data or the Confidential Information. The Receiving Party will not incorporate any Broker Data or the Confidential Information into any other work or product.

c) **Restrictions on Use – No Third Party Access.** Only the Receiving Party's own employees shall have access to any Broker Data or the Confidential Information. The Receiving Party will not provide access to any Broker Data or Confidential Information to third parties, including consultants or independent contractors, without prior written consent from the Protected Parties. If the Protected Parties grant consent, the Receiving Party will execute an agreement with the third party that imposes at least as strict a confidentiality obligation on the third party as that imposed by this Agreement on the Receiving Party.

d) **Restrictions on Use – Location Restriction.** The Receiving Party will not remove any Broker Data or the Confidential Information from its principal place of business without the prior written consent of the Protected Parties. In the event the Protected Parties grant such consent, the Receiving Party is not relieved of any of its obligations under this Agreement.

7. TERM AND TERMINATION:

a) The term of this Agreement begins on the "Effective Date" set forth on the "Shareholder Information and Signature Page" below, and shall continue until terminated by either Shareholder or MiRealSource. Either Shareholder or MiRealSource can, at any time and in its sole discretion, terminate this Agreement upon twenty-four (24) hours prior advance written notice. This Agreement shall also terminate upon the occurrence of any of the following events:

- 1) Shareholder's notice to MiRealSource that it no longer intends to display Broker Data on its web site.
- 2) Termination of Shareholder's privileges as a Shareholder of MiRealSource.

b) Within five (5) days of the end of the term of this Agreement or receipt of notice of termination by the Protected Parties, the Receiving Party will return to the Protected Parties all Broker Data and Confidential Information and all other materials provided by the Protected Parties to the Receiving Party. The Receiving Party will also erase, delete, or destroy any Broker Data and Confidential Information stored on magnetic media or other computer storage, including system backups. Upon the request of the Protected Parties, an officer of the Receiving Party will certify in writing that all materials have been duly returned and all magnetic or computer data have been destroyed.

8. BREACH OR DEFAULT; REMEDIES:

a) If MiRealSource notifies Shareholder of a breach of the Rules or this Agreement, Shareholder shall immediately cure such breach.

b) If MiRealSource notifies Shareholder of a breach of the Rules or this Agreement and Shareholder does not cure such breach within five (5) days of such notice, MiRealSource may contact Consultant directly to cure any such breach that is within Consultant's control. Consultant agrees to cooperate with MiRealSource and act immediately upon notification by MiRealSource of an uncured breach by Listing Broker.

c) Because of the unique nature of the Broker Data and Confidential Information, MiRealSource, Shareholder and Consultant acknowledge that an aggrieved party would suffer irreparable harm in the event that any other party hereto breaches this Agreement, and that monetary damages would be inadequate to compensate an aggrieved party for a breach. All parties therefore agree that an aggrieved party shall be entitled, in addition to all other forms of relief, to injunctive relief as may be necessary to restrain any continuing or further breach by a party hereto, without showing or proving any actual damages sustained by the aggrieved party.

9. **SURVIVAL OF OBLIGATIONS.** The obligations of Data under this Agreement and the obligations of Consultants under this Agreement above shall survive the termination or expiration of this Agreement.
10. **ATTORNEY'S FEES.** If a party 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 the prevailing party reasonable attorney's fees and costs for such legal action.
11. **LIMITATIONS OF LIABILITY; DISCLAIMER.** MiRealSource liability to Shareholder and Consultants for damages under this Agreement, whether in contract or tort, shall be limited to the aggregate amounts paid by Shareholder and Consultants to MiRealSource, if any, under this Agreement. Shareholder's and Consultants' only remedy shall be termination of this Agreement.

MiRealSource shall not be liable for inaccuracies in the Broker Data or any costs or damages suffered by the Shareholder due to any changes that Shareholder must make to the website of Shareholder and/or Shareholder's agents as a result of changes in MiRealSource's Rules.

12. **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.
13. **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.
14. **NO ASSIGNMENT.** Neither MiRealSource, Shareholder 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 the others.
15. **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.

16. **APPLICABLE LAW.** This Agreement is governed by and enforced according to the laws of the State of Michigan.
17. **COUNTERPARTS.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. It shall not be necessary that any single counterpart hereof be executed by the Shareholder, the Shareholder's Agents and the Shareholder/Agent's Consultant(s) so long as at least one counterpart is executed by each of them.

IN WITNESS WHEREOF, the undersigned Shareholder and MiRealSource have executed this Agreement as of the date set forth above.

MiRealSource, Inc., a Michigan corporation

By: _____
Dave DeRees – Chief Executive Officer
“MiRealSource, Inc.”

Entered into and acknowledgement of receipt of copies of the Rules and Regulations of MiRealSource including the IDX Rules and Policy (which are collectively attached hereto as Appendix A).

Shareholder's Name (Printed)

Shareholder's Signature

Date

Shareholder Information

Office Name: _____ Office ID: _____

Shareholder Name: _____

Shareholder's E-mail Address: _____

(Shareholder **must** supply an e-mail address here. This address will be another means of MiRealSource communicating with you for notices under this Agreement.)

Website URL: _____

Shareholder Street Address: _____

Shareholder City, State, Zip: _____

Shareholder Phone: _____ Fax: _____

Authorized Agents:

Shareholder agrees to provide MiRealSource with a list of Shareholder's authorized agents as required by this Agreement, as listed below and/or any subsequent list of Shareholder's authorized agents.

(1) Agent's Name: _____

Agent's E-mail Address: _____

Agent's URL: _____

Agent's Consultant: _____

(2) Agent's Name: _____

Agent's E-mail Address: _____

Agent's URL: _____

Agent's Consultant: _____

(3) Agent's Name: _____

Agent's E-mail Address: _____

Agent's URL: _____

Agent's Consultant: _____

(4) Agent's Name: _____

Agent's E-mail Address: _____

Agent's URL: _____

Agent's Consultant: _____

(5) Agent's Name: _____

Agent's E-mail Address: _____

Agent's URL: _____

Agent's Consultant: _____

(Attach Supplemental Signature pages as needed)

Authorized Consultant(s)

Shareholder agrees to provide MiRealSource with a list of Shareholder's Consultant(s) as required by this Agreement which Consultant(s) shall agree to be bound by the terms of this Agreement by executing a separate Broker Data Sharing (IDX) Consultant/Licensing Agreement with MiRealSource.

(1) Consultant's Name: _____

Consultant's E-mail Address: _____

(2) Consultant's Name: _____

Consultant's E-mail Address: _____

(3) Consultant's Name: _____

Consultant's E-mail Address: _____

(4) Consultant's Name: _____

Consultant's E-mail Address: _____

The Shareholder agrees that the forgoing list of Agents and Consultant(s) are authorized under this Agreement.

Shareholder Signature: _____

APPENDIX A

ARTICLE VI – BROKER DATA SHARING (IDX)

Section 1

1.1 IDX Defined: IDX affords MiRealSource Shareholders the ability to authorize limited electronic display or other IDX applications of their listings by other MiRealSource Shareholders excluding social media sites.

1.2 Participation: Participation in IDX is available to all MiRealSource Shareholders and their agents (with MiRealSource Shareholder approval,) who are REALTORS®, who are engaged in real estate brokerage and who have previously consented to display of their listings by other MiRealSource Shareholders in the “Primary Licensing Agreement” (as defined in the Broker Data Sharing/IDX Licensing Agreement with MiRealSource) .

A MiRealSource Shareholder who wishes to participate in IDX must (i) notify MiRealSource of their intention to display IDX information, and (ii) must execute the required Broker Data Sharing/IDX Licensing Agreement with MiRealSource on the form provided by MiRealSource, as that form may be changed from time to time and which, among other things, gives MiRealSource direct access to the Shareholder’s IDX display for purposes of monitoring/ensuring compliance with applicable rules and policies.

Section 2

2.1 Authorization: The consent of a MiRealSource Shareholder for display of their listings by other Shareholders pursuant to their “Primary Licensing Agreement” with MiRealSource may be revoked by the Shareholder upon written notice to MiRealSource of the Shareholder’s decision to opt out of participation. If a Shareholder opts out of participation, either as to one or more specific Shareholder(s), or on a blanket basis, to permit the display of that Shareholder’s listings, that Shareholder may not download or frame or display the aggregated MiRealSource data of other Shareholders. Even where a MiRealSource Shareholder has given blanket authority for other MiRealSource Shareholders to display their listings on IDX sites, such consent may be withdrawn on a listing-by-listing basis where the seller has prohibited all internet display.

MiRealSource Shareholders may not use IDX-provided listings for any purpose other than display as provided for in these rules. This does not require MiRealSource Shareholders to prevent indexing of IDX listings by recognized search engines.

Section 3

3.1 IDX Formats: The Broker Data Sharing Service is provided in two formats, as follows:

- a) Basic Broker Data Sharing “Framed Link”
- b) Enhanced Broker Data Sharing “RETS Data Feed” with option to include “All Listing Status Categories”

Section 4 GENERAL RULES:

4.1 Listings including property addresses, can be included in IDX displays where a seller has directed their listing brokers to withhold their listing or the listing's property address from all display on the internet (including, but not limited to, publicly-accessible websites or VOWs).

4.2 Except as provided in the IDX policy and these rules, an IDX site or a MiRealSource Shareholder operating an IDX site or displaying IDX information as otherwise permitted may not distribute, provide, or make any portion of the MiRealSource database available to any person or entity.

4.3 MiRealSource Shareholders must refresh all MiRealSource downloads and IDX displays automatically fed by those downloads at least once every twelve (12) hours.

4.4 Any IDX displays must include the MiRealSource Shareholder's Company name. IDX search results producing a detailed display of another MiRealSource Shareholder's listing shall include, immediately following the property information for each property, (i) that MiRealSource Shareholder's office name, (ii) the MiRealSource approved logo and the MiRealSource copyright notice/disclaimer (which are shown on Appendix D to the Broker Data Sharing/IDX Consultant Licensing Agreement,) and (iii) if another MLS is the "Originating MLS" and MiRealSource is the "Source MLS" (both terms are defined below), the copyright notice/disclaimer of such Originating MLS (a sample of which is shown on Appendix D to the Broker Data Sharing/IDX Consultant Licensing Agreement.) The MiRealSource Shareholder's name, MiRealSource approved logo, and copyright notice/disclaimer, and, if applicable, the copyright notice/disclaimer of the Originating MLS, shall be at least as large as the largest type size used to display the listing data. Each detail listing display must include "Provided through IDX via MiRealSource. Courtesy of MiRealSource Shareholder. Copyright MiRealSource", or, if applicable, "Provided through IDX via MiRealSource, as the "Source MLS", courtesy of the Originating MLS shown on the property listing, as the Originating MLS."

For purposes hereof, the term "Originating MLS" is defined as that MLS which directly provides the property information in question from one of its members/subscribers. Further, the term "Source MLS" is defined as MiRealSource which provides the data feed of the property information it receives from the Originating MLS.

4.5 Any IDX display controlled by a MiRealSource Shareholder that

- a.** allows third-parties to write comments or reviews about particular listings or displays a hyperlink to such comments or reviews in immediate conjunction with particular listings and/or,
- b.** displays an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing,

shall be disabled or discontinued for a seller's listings at the request of the seller. The listing broker or agent shall communicate to MiRealSource that the seller has elected to have one or both of these features disabled and/or discontinued, as the case may be, on all displays controlled by MiRealSource Shareholder. Except for the foregoing and subject to Section 4.6 below, a Shareholder's IDX display may communicate the Shareholder's professional

judgment concerning any listing. Nothing shall prevent an IDX site from notifying its customers that a particular feature has been disabled at the request of the seller.

4.6 MiRealSource Shareholders shall maintain a means (e.g., e-mail address, telephone number) to receive comments about the accuracy of any data or information that is added by or on behalf of the MiRealSource Shareholder beyond that supplied by MiRealSource and that relates to a specific property. MiRealSource Shareholders shall correct or remove any false data or information relating to a specific property upon receipt of a communication from the listing broker or listing agent for the property explaining why the data or information is false. However, MiRealSource Shareholders shall not be obligated to remove or correct any data or information that simply reflects good faith opinion, advice, or professional judgment.

4.7 An Internet re-publication of another MiRealSource Shareholder's listing shall correspond to the publication display requirements defined in the Default IDX Extract Field List available for download from MiRealSource's RETS site and which is also attached as Appendix B to the Broker Data Sharing/IDX Consultant Licensing Agreement. This list specifies the fields available in the daily IDX download and identifies those that are mandatory for display in a summary view, mandatory for display in a detail view. Display of all other fields is prohibited.

4.8 MiRealSource Shareholders may select the listings they choose to display on their IDX sites based only on objective criteria including, but not limited to, factors such as geography or location ("uptown," "downtown," etc.), list price, type of property (e.g., condominiums, cooperatives, single family detached, multi-family), cooperative compensation offered by listing brokers, type of listing (e.g., exclusive right-to-sell or exclusive agency), or the level of service being provided by the listing firm. Selection of listings displayed on any IDX site must be independently made by each MiRealSource Shareholder.

4.9 MiRealSource Shareholders shall not modify or manipulate information relating to the listings of other MiRealSource Shareholders. (This is not a limitation on site design but refers to changes to actual listing data.) MiRealSource data may be augmented with additional data not otherwise prohibited from display so long as the source of the additional data is clearly identified. This requirement does not restrict the format of MiRealSource data display or display of fewer than all of the available listings or fewer authorized data fields.

4.10 A summary display must include the required text data about the property and the logo of the listing broker or the MiRealSource approved logo, and may include a photo of the property and links for additional information. If the MiRealSource Shareholder has chosen to provide links for additional information, i.e., a detailed view of a listing, then a detail view must be available for every listing on that MiRealSource Shareholder's display. MiRealSource Shareholders may, however, display more fields for their own listings in the detail view as defined in the Appendix B Default IDX Extract Field List which is also available for download from MiRealSource RETS site or website, as the case may be. If the MiRealSource Shareholder has chosen not to provide links for additional information, then the listing MiRealSource Shareholder's Company Name must be displayed in the summary display for every listing.

4.11 Any search result identifying another MiRealSource Shareholder's listing in the summary format shall bear the MiRealSource approved logo or be present adjacent to the property information to identify the listing as a MiRealSource listing. The MiRealSource approved logo and an explanation of those properties marked with the logo are provided courtesy of MiRealSource. The term "IDX" must appear on the first page where any listing data is displayed.

- 4.12** MiRealSource Shareholders shall indicate on their display that IDX information is provided exclusively for consumers' personal, non-commercial use and may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing.
- 4.13** The data consumers can retrieve or download in response to any inquiry shall be limited to 250 listings per search.
- 4.14** The IDX Database may be co-mingled with any other MiRealSource listings on the MiRealSource Shareholder's display. Non-MiRealSource listings may also be co-mingled with MiRealSource listings on the MiRealSource Shareholder's Internet display.
- 4.15** Display of inactive (i.e. expired and/or withdrawn) listings is prohibited.
- 4.16** The IDX display will include a link to a virtual tour if available on the property. The virtual tour must be a non-branded version in order to be linked through IDX. A MiRealSource Shareholder participating in MiRealSource's IDX program may display branded virtual tours for their own listings. This requirement does not apply to other approved IDX displays (such as mobile apps).
- 4.17** A summary display of another MiRealSource Shareholder's listing may not include any contact information or branding of the IDX by the Shareholder who owns the IDX display or any or its agents. A detailed display of another MiRealSource Shareholder's listing may not include any contact information or branding of the MiRealSource Shareholder who owns the website or any or any of its agents within the body of the listing data. The body is defined as the rectangular space whose borders are delimited by the utmost extent in each direction of the listing text and photo data.
- 4.18** Any result identifying another MiRealSource Shareholder's listing shall include the disclaimer set forth on Appendix D attached to the Broker Data Sharing/IDX Consultant Licensing Agreement, to-wit: "The accuracy of all information, regardless of source, is not guaranteed or warranted. All information should be independently verified." In practice, all MiRealSource Shareholders will want to display this disclaimer on their own listings as well, unless their legal counsel advises otherwise.
- 4.19** A MiRealSource Shareholder displaying the IDX Database or any portion thereof shall make reasonable efforts to avoid "scraping" of the data by third parties or displaying of that data on any other display. Reasonable efforts shall include but not limited to:
- 1) Monitoring the display for signs that a third party is "scraping" data; and
 - 2) Prominently posting notice that "Any use of search facilities of data on the site other than by a consumer looking to purchase real estate, is prohibited;" and
 - 3) IDX operators must maintain an audit trail of consumer activity on the IDX site and make that information available to MiRealSource if MiRealSource believes that the IDX site has caused or permitted a breach in the security of the data or a violation of MiRealSource rules related to use by consumers.
- 4.20** Access to the MiRealSource database of listing data, or any part of such data bases, may not be provided to any person or entity not expressly authorized such access under MiRealSource rules.
- 4.21** In order to participate in IDX, a site must be marketed and branded as a brokerage site and must be controlled by a MiRealSource Shareholder. If a MiRealSource Shareholder chooses to display the IDX data for each office of that Shareholder that also participates in MiRealSource by using a separate website, they may do so by either framing the MiRealSource Shareholder's

corporate site, or displaying the website of each individual office, at their option. If MiRealSource Shareholders choose to use a third party vendor to build their displays, they may, as long as the websites are most prominently identified as belonging to the MiRealSource Shareholder. It is acceptable for the third party vendor to advertise at the bottom of every page that such third party vendor is the provider of such display, i.e. "Powered by (Third Party Vendor Name)" but the third party vendor name must not brand any of these displays in such a way as to suggest that the third party vendor controls it. For example, a big banner across the top of the page with XYZ Realestate.com's name is not permitted, even if it identifies the MiRealSource Shareholder below.

4.22 No third party vendor has the right to use MiRealSource Listing Information except in connection with their providing their services on behalf of one or more MiRealSource Shareholders. Access by any third party vendor to MiRealSource Listing Information is derivative of the rights of the MiRealSource Shareholder on whose behalf the third party vendor provides their services.

4.23 Any MiRealSource Shareholder using a third party vendor to develop/design its display will have a written agreement with MiRealSource, the MiRealSource Shareholder and that third party vendor in the form prescribed by MiRealSource and must agree to pay any fees charged by MiRealSource for access to MiRealSource's RETS site.

4.24 Agents may frame the IDX site of their MiRealSource Shareholder or display IDX data by using their MiRealSource Shareholder's IDX third party vendor as long as the IDX Application is branded and controlled by the MiRealSource Shareholder. Agents may alternatively use a solution provided by MiRealSource with their MiRealSource Shareholder's permission. An Agent can apply for their own raw IDX download from MiRealSource's RETS site with approval of their MiRealSource Shareholder. All IDX data displayed on the agent site must be approved by their MiRealSource Shareholder before it can be displayed on the agent's site and provided through their MiRealSource Shareholder's IDX third party vendor or another third party vendor approved by their MiRealSource Shareholder.

4.25 MiRealSource is not required to transmit listings of MiRealSource Shareholders to third-party aggregators or to operate a public website displaying listing information. If MiRealSource transmits listings of MiRealSource Shareholders to third-party aggregators and/or operates a public website displaying listing information, all legal listings, regardless of type, will be included in the RETS Access (unless a MiRealSource Shareholder's seller withholds consent for such transmission). All listings will be sent unless they have been "display on internet= no" by the MiRealSource Shareholder or agent.

4.26 MiRealSource limits the right to display listing information on the Internet or by any other electronic means to MiRealSource Shareholders engaged in real estate brokerage. This requirement can be met by maintaining an office or Internet presence as required under the real estate licensing laws of the State of Michigan from which a MiRealSource Shareholder is available to represent real estate sellers or buyers (or both).

4.27 MiRealSource may charge the costs of adding or enhancing their "downloading" capacity to MiRealSource Shareholders who will download listing information. Assessment of such costs will be reasonably related to the actual costs incurred by MiRealSource. MiRealSource fees and charges for participation in Broker Data Sharing (IDX) shall be established and/or modified by the Board of Directors from time to time.

4.28 MiRealSource reserves the right to amend, modify, revoke or otherwise change these Rules and all underlying policies at any time. In the event of any such amendment, modification,

revocation or other change, MiRealSource shall notify the Shareholders who participate in the IDX by way of a Company-wide broadcast sent to each Shareholder at their last registered email address, and each Shareholder shall be deemed to accept such amendment, modification, revocation or other change, unless a Shareholder shall notify MiRealSource of its refusal to accept same within ten (10) days of such notice, in which case that Shareholder shall be deemed to have immediately withdrawn from participation in the IDX and shall thereupon remove their listing information from the IDX.

Fine/Discipline Schedule:

A MiRealSource Shareholder must make changes necessary to cure a violation of MiRealSource's rules within five (5) business days of notice from MiRealSource of the violation.

Any MiRealSource Shareholder found in violation of MiRealSource IDX Rules and Regulations faces the following sanctions:

1st offense: Written warning requiring immediate correction of offense.

2nd offense: \$2,500 fine along with written notice requiring immediate correction of offense.

3rd offense: \$5,000 fine along with written notice requiring immediate correction of offense.

4th offense: Thirty (30) day suspension of MiRealSource services for entire office along with a written notice warning of termination of MiRealSource services should offense occur again.

5th offense: termination of MiRealSource services.