



CONTRACT for Access to IDX Data Feed

Note: This form is a legally binding contract between you and the CGNDMLS. Simultaneously or prior to submitting this form/contract, you must become an IDX subscriber (IDXer). This form/contract must be completed and signed by an owner of your firm. There are no exceptions. Once completed, fax to: (518)828-6899. The CGNDMLS 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 the CGNDMLS, the real estate firm whose name and contact information appear on the signature page of this Agreement designated "Firm Information and Signature" (the "Firm"), and the companies/individuals whose names and contact information appear on the signature pages of this Agreement designated "Consultant Information and Signature" (collectively, "the Consultants"), if any.

RECITALS

2. Firm wishes to obtain, and the CGNDMLS wishes to provide, data for Firm's website, including the listing data of other real estate brokerage participating in the CGNDMLS. Firm may wish to engage Consultants, i.e., other companies or individuals who are not employees of Firm, to perform data downloading, manipulation, and formatting, as well as programming and web design.

DEFINITIONS

3. For purposes of this Agreement, the following terms shall have the meanings set forth below.

Affiliated Association: Any association or Board of REALTORS® that purchases Multiple Listing Services from the CGNDMLS for resale to its members.

IDX Database or IDX Data: The current aggregate compilation of all active exclusive right to sell listings of all IDX Subscribers except those listings where the property seller has opted out of Internet publication by so indicating on the listing contract. The CGNDMLS owns the IDX Data

IDX Subscriber or IDXer: A Subscriber who gives permission to other subscribers to display its active listings on their websites in return for their permission to advertise their listings on its website.

Multiple Listing Service: A means by which authorized participants make offers of compensation to other participants (acting as subagents, buyer agents, and in other agencies a non-agency capacity as defined by law).

Rules: The Rules and Regulations of the CGNDMLS, as amended from time to time, and any operating policies relating to the IDX Data and IDXers promulgated by the CGNDMLS.

Subscriber: Any real estate broker, appraiser, or other real estate related business professional that purchases Multiple Listing Services from an Affiliated Association or from the CGNDMLS directly.

Subscriber Data; Data relating to real estate for sale, previously sold or listed for sale, including the IDX Database, and data relating to Subscribers and Affiliated Associations, entered into the Compass System by Subscribers, the Affiliated Associations, and the CGNDMLS. The CGNDMLS owns the Subscriber Data.

CGNDMLS OBLIGATIONS

4. During the term of this Agreement, the CGNDMLS grants to Firm a license to:
 - a. display the IDX Data on Firm's website
 - b. make copies of the IDX Data to the extent necessary to deliver the IDX Data to consumers on Firm's website.

5. During the term of this Agreement, the CGNDMLS grants to Firm and its consultants:
 - a. access to the IDX data under the same terms and conditions the CGNDMLS offers other subscribers
 - b. advance notice of changes to the file and record formats of the IDX data
 - c. advance notice or changes to the rules.

FIRM'S OBLIGATIONS

6. Firm shall comply with the Rules at all times.
7. Firm acknowledges the CGNDMLS's ownership of the copyrights in the Subscriber Data and the IDX Data.
8. Firm shall comply with the requirements relating to Confidential Information set forth below.
9. In the event that Firm desires to make the IDX Data or the Confidential information available to any third party, Firm agrees to require such third party to execute this Agreement and become a Consultant.
10. If the CGNDMLS notifies Firm of a breach of the Rules or this Agreement and Firm does not immediately cure such breach, Firm agrees that the CGNDMLS may seek cure from the Consultants, or any one of them.
11. Firm shall notify the CGNDMLS within five (5) business days of any change to the information relating to Firm on the Firm information and Signature page below.

CONSULTANT'S OBLIGATIONS

12. If the CGNDMLS notifies Firm of breach of the Rules or this Agreement and Firm does not immediately cure such breach, the CGNDMLS may contact Consultant to cure any such breach that is within Consultant's control. Consultant agrees to cooperate with the CGNDMLS and act immediately upon notification by the CGNDMLS of an uncured breach by Firm.
13. Each Consultant acknowledges the GCNDMLS' ownership of the copyright in the Subscriber Data and the IDX Data.

14. Each Consultant shall comply with the requirements relating to Confidential information set forth below.
15. Each Consultant shall notify the CGNDMLS within five (5) business days of any change to the information relating to it on the Consultant information and Signature page below.

CONFIDENTIAL INFORMATION

16. **"Confidential information"** is information or material proprietary to the CGNDMLS or designated "confidential" by the CGNDMLS and not generally known to the public, that Firm or Consultants or any one of them (the "Receiving Party") may obtain knowledge of or access to as a result of access under this Agreement Confidential information of a similar nature (whether in oral, visual, audio, written or other form):

- a. All Subscriber Data, except the IDX Data to the extent to which this Agreement and the Rules permit its disclosure;
- b. All documentation and other tangible or intangible discoveries, ideas, concepts, designs, drawings, specifications, models, information;
- c. Software, source code, object code, diagrams, flow charts;
- d. Techniques, procedures;
- e. IP addresses, access codes and passwords; and

Any information that the CGNDMLS obtains from any third party that the CGNDMLS treats as proprietary or designates as Confidential information, whether or not owned or developed by the CGNDMLS.

17. **Exceptions.** The Confidential information does not include information that:

- a. is in the public domain at the time of disclosures;
- b. is known to the Receiving Party at the time of disclosures;
- c. is used or disclosed by the Receiving Party with the prior written consent or the CGNDMLS, to the extent of such Consent;
- d. Becomes known to the Receiving Party from a source other than the CCNDMLS 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 CGNDMLS
- e. is required to be disclosed by judicial order or other compulsion of law, provided that the Receiving Party provides to the CGNDMLS prompt notice of any such order.

18. **Title.** The Receiving Party acknowledges that title to the Confidential information remains at all times with the CGNDMLS or with the third parties in whom title existed prior to this Agreement or prior to disclosure by the CGNDMLS.

19. **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.

20. **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 the CGNDMLS to do so. At no time and under no circumstance 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.
21. **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 the CGNDMLS. If the CGNDMLS grants 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.
22. **Restrictions on Use- Location restriction.** The Receiving Party will not remove the Confidential information from its principle place of business without the CCNDMLS prior written consent. In the event the CGNDMLS grants consent, the Receiving Party is not relieved of any of its obligations under this Agreement.
23. **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 the CCNDMLS, the Receiving Party will return to the CGNDMLS all Confidential Information and all other materials provided by the CGNDMLS 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 the CGNDMLS, an officer of the Receiving Party will certify in writing that all materials have been returned to the CGNDMLS and all magnetic or computer data have been destroyed.

TERM AND TERMINATION

24. The term of this Agreement begins on the "Effective Date" set forth on the "The CGNDMLS Information and Signature Page" below. The CGNDMLS 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:
 - a. The CGNDMLS' notice to Firm that this Agreement is terminated.
 - b. Firm's notice to the CGNMDLS that it no longer intends to display IDX on its website.
 - c. Termination of Firm's privileges as a Subscriber either by the CGNDMLS or the Affiliated Association from which Firm purchases Multiple Listing Services.

GENERAL PROVISIONS

25. **Survival of Obligations:** The obligations of Firm set forth under "Firm's Obligations" above and the obligations of Consultants under "Consultants' Obligations" above shall survive the termination or expiration of this Agreement.
26. **The CGNDMLS's Remedies:** Because of the unique nature of the Subscriber Data and Confidential Information, Firm and Consultants acknowledge that the CGNDMLS 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 the CGNDMLS for a breach. The CGNDMLS 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 Firm or Consultants or any one of them, without showing or proving any actual damages sustained by the CGNDMLS.

27. **Attorney's fees:** If the CGNDMLS 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 CGNDMLS' reasonable attorney's fees and costs for such legal action.
28. **Limitation of Liability:** The CGNDMLS' liability to Firm and Consultants for damages under this Agreement, whether in contract or tort, shall be limited to the aggregate amounts paid by Firm and Consultants to the CGNDMLS, if any, under this Agreement. The CGNDMLS shall not be liable for any incidental or consequential damages under any circumstances, even if the CGNDMLS has been advised of the possibility of such damages. The CGNDMLS shall have no liability for inaccuracies in the IDX Data or the Subscriber Data.
29. **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 address set forth below or such other address of which any party may advise the others in writing during the term of this agreement.
30. **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.
31. **No Assignment:** Neither Firm nor Consultant, 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 CGNDMLS.
32. **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.

The CGNDMLS Information and Signature

Entered into on behalf of CGNDMLS by:

Signature:

Title:

Date:

This section is for the CGNDMLS' use only. The CGNDMLS will fill out the information in it after signing this Agreement. The CGNDMLS will then return a copy of this Agreement to Firm and Consultants. The contents of this section are Confidential Information under this Agreement.

RETS URL: <http://rets172lax.raprets.com:6103/Columbia/CLNY/login.aspx>

RETS User Name:

RETS Password:

Metadata:

Search Criteria:

of Consultants Identified:

Consultant Name: Lofty, Inc. formerly Chime Technologies Inc.

Member Office Name:

Member Contact Person:

Member Contact Person email:

Member Contact Person Phone:



CGNDMLS IDX CONTRACT

This form permits you to opt in or out of the IDX program and to indicate whether addresses should be displayed on your listings on other brokers' websites. If you opt in, you are considered an IDX Subscriber (IDXer). Becoming an IDXer does not cost you anything, and it does not require you to do anything else. It is only if you wish to display IDX Data on your website that you need to take any further steps. This form must be filled out completely and signed by the Designated Broker for your office. There are no exceptions. If you do not complete this form, you will not be allowed to become an IDX office. Once you have filled it out and signed it, email, fax or mail it to CGNDMLS, 337 Fairview Ave, Hudson, NY 12534. Fax it to (518) 828-6899. Email to office@columbiagreene.com.

Firm Name: _____

Designated Broker: _____

Email Address: _____

Firm Street Address: _____

Firm City, State, Zip: _____

Firm Phone: _____ Fax: _____

List the offices to which this form should apply.

CHECK ONE OF THESE THREE BOXES. By doing so, you are agreeing to the understandings indicated next to it.

MY FIRM IS AN IDX SUBSCRIBER. I understand that I am hereby giving every other IDX Subscriber in the CGNDMLS permission to advertise my active MLS listings on its own websites, subject to the Rules and Regulations of the CGNDMLS. Other IDXers are not obliged to display my listings. I authorize the CGNDMLS to distribute my active listing data to other IDX Subscribers pursuant to its Rules and policies.

Permit other brokers to display my listings' addresses (default) _____

Do Not permit the display of my listings' addresses _____

MY FIRM IS NOT AN IDX SUBSCRIBER. I understand that this means that other IDX subscribers will not be permitted to display my listings on their websites. I further understand that my firm will receive no benefits under the IDX program of the CGNDMLS. My firm is not allowed to display the listings of other brokers unless I receive permission from them individually to do so.

MY FIRM REQUESTS ACCESS TO THE IDX SMART FRAMING LINK ONLY AND IS NOT AN IDX SUBSCRIBER. I understand that this means that IDX subscribers will not be permitted to display my listings on their websites. I further understand that my firm will receive no benefits under the IDX program of the CGNDMLS. My firm is not allowed to display the listings of other brokers unless I receive permission from them individually to do so.

I am the Designated Broker for the MLS office whose name appears above. I represent that I have authority to execute this form on behalf of my own office and all other offices listed above (if any).

Signature: _____

Date: _____



Member Firm Information and Signature

Participant Name: _____

Address: _____

Participant Email Address: _____

(E-mail address, the CGNDMLS' primary means of communicating with you for notices under this Agreement.)

Participant Phone: _____

Participant Fax: _____

Participant Office Name: _____

Contact Person: _____

Contact Person Email: _____

Contact Person Phone: _____

NOTE TO MEMBER: *The Participant is responsible for ensuring compliance with this agreement both within his company and with any Consulting firm used.*

Entered into on behalf of Participant by:

Signature:

Title:

Date:



Consultant Firm Information and Signature

Firm Name: Lofty, Inc. formerly Chime Technologies Inc.

Firm Address: 45 West. Buchanan St. Phoenix, AZ 85003

Firm Email Address: mls_support@lofty.com

(E-mail address, the CGNDMLS' primary means of communicating with you for notices under this Agreement.)

Firm Phone: 855-981-7557

Firm Fax: n/a

NOTE TO CONSULTANT: *Be sure to enter into this Access to IDX data feed contract with the CGNDMLS and every real estate broker to which you provide services. If you sign only one and that Firm's access to the IDX Data is terminated, you will not be able to get the data for your other clients.*

Entered into on behalf of Firm by:

Myla Landayan

Signature:

Myla Landayan

Title:

Lofty MLS Administrator

Date:
