NORTH FLORIDA MULTIPLE LISTING SERVICE, INC.

326 NW Houseman Court
Lake City, Florida 32055
386-755-3966 * Fax 386-752-8160

_____

CONTRACT
Access to Internet Data Exchange data feed

Note: This is a legally binding contract between you and North Florida MLS (NFMLS). Simultaneously or prior to submitting this Agreement, you must become an Internet Data Exchange Participant (IDXP). **This Agreement must be filled out completely and signed by the qualifying broker of your Office and the third party vendor (if one is used). There are no exceptions**. Once you have filled it out and signed it, mail or fax it to North Florida MLS, 326 NW Houseman Court, Lake City FL, 32055 Fax: 386-752-8160. NFMLS will send information to you regarding how to access the data feed.

AGREEMENT

1. This **AGREEMENT** is made and entered into by and among North Florida MLS, (**NFMLS**), the real estate Office whose name and contact information appear on the signature page of the Agreement designated "Office Information and Signature" (the "**Office**"), 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. Office wishes to obtain, and NFMLS wishes to provide, data for Office's web site, including the listing data of other real estate brokerages participating in NFMLS. Office may wish to engage Consultants, i.e., other companies or individuals who are not employees of Office, 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.
Internet Data Exchange Database or IDX Data: The current aggregate compilation of all active exclusive right to sell listings of all Internet Data Exchange Participants except those listings where the property seller has opted out of Internet publication by so indicating on listing contract.
Internet Data Exchange Participant or IDXP: A Participant who gives permission to other Participants to display its active listings on their web sites in return for their permission to advertise their listings on its web site.
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.

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

Participant: Any real estate broker, appraiser, or other real estate related business professional that purchases Multiple Listing Services.

Participant Data: Data relating to real estate for sale, previously sold or listed for sale, including the Internet Data Exchange Database, and data relating to Participants, entered into NFMLS's System by Participants and NFMLS.

NFMLS'S OBLIGATIONS

4. During the term of this Agreement, NFMLS grants to Office a license to:

a.   display the IDX Data on Office's web site, and,
b.   make copies of the IDX Data to the extent necessary to deliver the IDX Data to consumers on Office's web site.

5. During the term of this Agreement, NFMLS agrees to provide to Office and its Consultants:

a.   Access to the IDX Data via the Internet using Real Estate Transaction Standard ("**RETS**") under the same terms and conditions NFMLS offers to other Participants;
b.   Notice of changes to the file and record formats of the IDX Data; and
c.   Notice of changes to the Rules.

OFFICE'S OBLIGATIONS

6. Office shall comply with the Rules at all times.

7. Office acknowledges NFMLS Shareholder's copyrights in the Participant Data and the IDX Data.

8. Office shall comply with the requirements relating to Confidential Information set forth below.

9. In the event that Office desires to make the IDX Data or the Confidential Information available to any third party, Office agrees to require such third party to execute this Agreement and become a Consultant.

10. If NFMLS notifies Office of a breach of the Rules or this Agreement and Office does not immediately cure such breach, Office agrees that NFMLS may seek cure from the consultants, or any one of them.

11. Office shall notify NFMLS within five (5) business days of any change to the information relating to Office on the Office Information and Signature page.

CONSULTANT'S OBLIGATIONS

12. If NFMLS notifies Office of a breach of the Rules or this Agreement and Office does not immediately cure such breach, NFMLS may contact Consultant to cure any such breach that is within Consultant's control. Consultant agrees to cooperate with NFMLS and act immediately upon notification by NFMLS of an uncured breach by Office.

13. Each Consultant shall comply with the requirements relating to Confidential Information set forth below.

14. Each Consultant shall notify NFMLS within five (5) business days of any change to the information relating to it on the Consultant Information and Signature page.

CONFIDENTIAL INFORMATION

16. **The Term "Confidential Information"**
"Confidential Information" is information or material proprietary to NFMLS or designated "Confidential" by NFMLS and not generally known to the public, that Office 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 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):

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
f. any information that NFMLS obtains from any third party that NFMLS treats as proprietary or designates as Confidential Information, whether or not owned or developed by NFMLS.

17. **Exceptions.**

The Confidential Information does not include information that:
a.   is in the public domain at the time of disclosure;
b. is known to the Receiving Party at the time of disclosure;
c. is used or disclosed by the Receiving Party with the prior written consent of NFMLS, to the extent of such consent;
d. becomes known to the Receiving Party from a source other than NFMLS 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 NFMLS; or
e. is required to be disclosed by judicial order or other compulsion of law, provided that the Receiving Party provides to NFMLS prompt notice of any such order.

18. **Title.**

The Receiving Party acknowledges that title to the Confidential Information remains at all times with NFMLS or with the third parties in which title existed prior to this Agreement or prior to disclosure by NFMLS.

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 NFMLS 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.

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 NFMLS. If NFMLS 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.

TERM AND TERMINATION

22. The term of this Agreement begins on the "Effective Date" set forth on the "NFMLS Information and Signature Page" below. NFMLS has the right at any time and at its sole discretion to terminate this Agreement. This Agreement shall terminate upon the occurrence of any of the following events:
a. NFMLS's notice to Office that this Agreement is terminated.

b.   Office's notice to NFMLS that it no longer intends to display IDX Data on its web site.

c.   Termination of Office's privileges as a Subscriber either by NFMLS or the Affiliated Shareholder Association from which Office subscribes to Multiple Listing Services.

GENERAL PROVISIONS

23. **Survival of Obligations.**

The obligations of Office set forth under "Office's Obligations" above and the obligations of Consultants under "Consultants' Obligations" above shall survive the termination or expiration of this Agreement.

24. **NFMLS's Remedies.**

Because of the unique nature of the Subscriber Data and Confidential Information, Office and Consultant acknowledge that NFMLS 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 NFMLS for a breach. NFMLS 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 Office or Consultants or any one of them, without showing or proving any actual damages sustained by NFMLS.

25. **Attorney's Fees.**

If NFMLS 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 NFMLS's reasonable attorney's fees and costs for such legal action.

26. **Limitation of Liability.**

NFMLS's liability to Office and Consultants for damages under this Agreement, whether in contract or tort, shall be limited to the aggregate amounts paid by Office and Consultants to NFMLS, if any, under this Agreement. Office's and Consultants' only other remedy shall be termination of this Agreement. NFMLS shall not be liable for any incidental or consequential damages under any circumstances, even if NFMLS has been advised of the possibility of such damages. NFMLS shall have no liability for inaccuracies in the IDX Data or the Subscriber Data.

27. **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.

28. **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.

29. **No Assignment.**

Neither Office 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 NFMLS.

30. **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.

31. **Applicable Law.**

This Agreement is governed by and enforced according to the laws of the State of Florida.

Internet Data Exchange (IDX)

Consent Form

This form permits you to opt in to the IDX program. If you opt in, you are considered an Internet Data Exchange Participant (IDXP). Becoming an IDXP does not cost you anything, and it does not require you to do anything else. You only need to take further steps if you wish to display IDX data on your Web site. **These forms must be filled out completely and signed by the Qualifying Broker for your office in order for you to participate in IDX. Please fill out the "Consent Form" and "IDX RETS" Agreement" and have your Third Party Vendor fill out the "Consultant Information and Signature" form. If you are not using a third party vendor, please fill the last form out and state: "SELF USE".** Once you have completed and signed the forms, you may fax or mail it to North Florida MLS, 326 NW Houseman Court, Lake City, FL 32055 Fax: 386-752-8160.

☑   I choose to participate in IDX. I understand that I am hereby giving every other IDXP in NFMLS permission to advertise my on-market MLS listings on its own Web site, subject to the Rules and Regulations of NFMLS. I authorize NFMLS to distribute my on-market listing data to other IDXPs pursuant to the Rules and Policies.

Office Name: _____

Office License Number(s): _____

Qualifying Broker: _____

DR License Number: _____

DR e-mail address: _____

Office Street Address: _____

Office City, ST, Zip: _____

Office Phone: Fax: _____

I am the Qualifying Broker for the office(s) whose license number(s) 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: _____

Internet Data Exchange (IDX)
Real Estate Transaction Standard ("RETS") Agreement

I choose to participate in the RETS option for IDX for all of the offices listed below. Participation in the RETS solution requires a completed and signed IDX Consent Form in addition to this Agreement. If you are working with a third party consultant, you must also include the Consultant Agreement.

Office Name: _____

Office License Number(s): _____

Qualifying Broker: _____

DR License Number: _____

DR e-mail address: _____

Office Street Address: _____

Office City, ST, Zip: _____

Office Phone: Fax: _____

I am the Qualifying Broker for the office(s) whose license number(s) 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). I also agree to the North Florida MLS IDX Rules and Regulations as provided.

Signature: _____

Date: _____

Real Estate Transaction Standard ("RETS") Data Feed
Consultant Information and Signature

NOTE TO OFFICE: Reproduce this page for each individual/company to whom you intend to provide access to the IDX Data under this Agreement. If you are not using a third party vendor, please fill in the Consultant office as: "SELF USE".

Consultant Office Name: ___Lofty Inc (formerly Chime Technologies, Inc)___

Consultant E-mail address: ___mls_support@lofty.com___

(Important: You **must** supply an e-mail address here. This address will be NFMLS's principal means of communicating with you for notices under this Agreement.)

Consultant Address: ___45 West Buchanan St___

Consultant City, ST, ZIP: ___Phoenix, AZ. 85003___

Phone: ___8559817557___   Fax: _____

Entered into on behalf of Consultant by:

Signature: *mlandayan* _____

Print Name: ___Myla Landayan___

Title: ___MLS Coordinator___

Entered into on behalf of the following Office:

Office Name: _____

Office License Number(s): _____

Qualifying Broker: _____

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