

STATE-WIDE MLS CONTENT LICENSE AGREEMENT

- Member With IDX Service Provider -

This Content License Agreement (the Agreement) is made and entered into by and between State-Wide Multiple Listing Service, Inc., (MLS), BROKERAGE NAME the MLS Authorized Subscriber whose name and contact information appear on the Signature Page of this Agreement designated "Authorized Subscriber Information and Signature" (Authorized Subscriber), and the company or individual(s) whose name and contact information appear on the Signature Page of this Agreement designated "IDX Service Provider" (VENDOR).

RECITALS

Authorized Subscriber wishes to obtain and MLS wishes to provide MLS Listing Information, as defined in Section 1 of this Agreement, for use on Authorized Subscriber's Internet Data Exchange website (IDX website). Authorized Subscriber wishes to engage VENDOR to operate Authorized Subscriber's IDX website on behalf of Authorized Subscriber and subject to Authorized Subscriber's supervision, accountability, and compliance with the MLS's Rules, as defined in Section 1 of this Agreement.

VENDOR wishes to and has or will enter into an agreement with Authorized Subscriber to operate Authorized Subscriber's IDX website, and seeks to obtain access to the MLS Listing Information for such purpose.

In exchange for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, MLS, Authorized Subscriber, and VENDOR agree as follows.

DEFINITIONS

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

- a. IDX Service Provider (VENDOR) means an entity or person designated by an Authorized Subscriber to operate an IDX website on behalf of the Authorized Subscriber, subject to the Authorized Subscriber's supervision, accountability, and compliance with the MLS's IDX Policies and Rules. For purposes of this Agreement, the VENDOR is the company or individual(s) whose name and contact information appear on the Signature Page of this Agreement in the section designated "IDX Service Provider Information and Signature."
- b. MLS Listing Information means listing information provided by Authorized Subscribers to the MLS and aggregated and distributed by the MLS to Authorized Subscribers, except for any listing for which the seller or Authorized Subscriber has withheld permission to have the listed property displayed on the Internet.
- c. MLS Server means the computer server or servers, including both hardware and software, maintained by MLS which contains the MLS Listing Information and provides or provide the means for Vendor to access the MLS Listing Information.
- d. Authorized Subscriber means any REALTOR® who is a principal, partner, corporate officer, or branch office manager acting on behalf of a principal who participates in the Multiple Listing Service by agreeing to conform to the rules and regulations thereof. For purposes of this

Agreement, an "Authorized Subscriber" may also be a non-principal broker or sales licensee affiliated with a principal who operates an IDX website with the principal's written consent. For purposes of this Agreement, the Authorized Subscriber is the real estate firm or individual whose name and contact information appear on the Signature Page of this Agreement in the section designated "Authorized Subscriber Information and Signature."

- e. Rules refers to the MLS rules and regulations, as amended from time to time; the IDX Policies; the IDX Rules; any applicable access standards and technology standards; and any operating policies relating to the MLS Listing Information.
- f. Internet Data Exchange Websites (IDX Websites) refers to an MLS Authorized Subscriber's Internet website, through which the Authorized Subscriber provides consumers the opportunity to search MLS Listing Information, subject to the Authorized Subscriber's oversight, supervision, and accountability.

LICENSE

2. License Grant. Subject to the terms and conditions of this Agreement, MLS hereby grants to VENDOR a License to receive from MLS electronic access to the MLS Listing Information for use solely and exclusively in connection with the display of MLS Listing Information on Authorized Subscriber's IDX website.

3. Limitations on License. Except as expressly set forth in this Agreement VENDOR shall not, and shall not facilitate, cause, or allow anyone else, to do any of the following: (a) use, display, access, distribute, transfer, alter, or modify the MLS Listing Information, or otherwise create any derivative works of the MLS Listing Information, (b) download, distribute, export, deliver, or transmit any of the MLS Listing Information, including to any computer or other electronic device, except Authorized Subscriber's IDX website as permitted under this Agreement, or (c) sell, grant access to, or sublicense the MLS Listing Information, or any portion of the MLS Listing Information, to any third party. VENDOR agrees to take all reasonable steps necessary to protect the MLS Listing Information from unauthorized access, distribution, copying or use.

4. License Fees and Payment. In consideration for the License granted under this Agreement, Authorized Subscriber agrees to pay to MLS the license fees and other fees described on the attached Appendix A to this Agreement (the Fees). The Fees shall be payable as provided on Appendix A. VENDOR and Authorized Subscriber shall be responsible for its own expenses and costs under this Agreement, and MLS shall have no obligation to reimburse VENDOR or Authorized Subscriber for any expenses or costs incurred by VENDOR in the exercise of VENDOR's rights or the performance of VENDOR's duties under this Agreement.

5. No Warranties. THE LICENSE GRANTED UNDER THIS AGREEMENT, INCLUDING ACCESS AND DISPLAY OF THE MLS LISTING INFORMATION, IS PROVIDED "AS IS," AND, EXCEPT FOR THE WARRANTIES SET FORTH IN SECTION 19 OF THIS AGREEMENT, MLS DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

COMPLIANCE

6. Rules. Authorized Subscriber and VENDOR hereby acknowledge that MLS has provided each with a copy of the MLS's Rules as provided on Appendix C and agrees to be bound by and comply with the Rules.

- a. The Rules may include terms and limitations in addition to those set forth in this Agreement. In the event of any inconsistency, the terms of the Rules will govern.
- b. MLS may modify the Rules at any time, in its sole discretion. MLS agrees to deliver to Authorized Subscriber and VENDOR any modification of the Rules, and Authorized Subscriber and VENDOR shall comply with such modification not later than fifteen (15) business days after receipt.

7. Means of Accessing the MLS Listing Information. Access by VENDOR to the MLS Listing Information shall be exclusively by the means, including the format and method of delivery, designated by MLS. MLS may, in its sole discretion and upon fifteen (15) days prior written notice to VENDOR, change the means and nature of accessing the MLS Listing Information.

8. Authorization to Access the MLS Listing Information. VENDOR hereby acknowledges and agrees that (i) VENDOR has no independent participation rights in the MLS by virtue of this license; (ii) VENDOR shall not use MLS Listing Information except in connection with operation of Authorized Subscriber's IDX website pursuant to this Agreement; and (iii) access by VENDOR to MLS Listing Information is derivative of the rights of Authorized Subscriber.

9. MLS Access to the IDX WEBSITE. Authorized Subscriber shall at all times make Authorized Subscriber's IDX website readily accessible to MLS and to all MLS Authorized Subscribers for purposes of verifying compliance with the Rules. Authorized Subscriber's IDX website is accessible to MLS at the following URL (include any necessary third-level domain names):

WEBSITE URL HERE

10. Changes to MLS's Server. MLS shall not be obligated to make any changes to MLS's Server, including any software running on MLS's Server, the configuration, applicable protocols, or any other aspect of MLS's Server for any reason. Authorized Subscriber and VENDOR acknowledge that the MLS Server, together with access to the MLS Listing Information, may from time-to-time be unavailable to VENDOR, whether because of technical failures or interruptions, intentional downtime for service or changes to the MLS Server, or otherwise. Authorized Subscriber and VENDOR agree that any modification of the MLS Server, any interruption or unavailability of access to the MLS Server, or access to or use of the MLS Listing Information shall not constitute a default under this Agreement. MLS shall have no liability of any nature to Authorized Subscriber or VENDOR for, and Authorized Subscriber and VENDOR waive all claims arising out of, any such modifications, interruptions, unavailability, or failure of access.

OWNERSHIP

11. Ownership of Intellectual Property. VENDOR acknowledges and agrees that the MLS Listing Information is a proprietary, original work of authorship of MLS that consists of information for which MLS has sufficient rights to grant this license, and is protected under United States copyright law. VENDOR further acknowledges and agrees that all right, title, and interest in and to the MLS Listing Information and any modifications, enhancements, or derivative works of the MLS Listing Information, are and shall remain with MLS. This Agreement does not convey or grant to VENDOR an interest in or to the MLS Listing Information, but only a limited right to access and display the MLS Listing Information, revocable in accordance with the terms of this Agreement. VENDOR agrees that it will not challenge or take any action inconsistent with MLS's ownership of or rights to the MLS Listing Information as described herein.

12. Trademark License. MLS grants to VENDOR a limited, non-exclusive, revocable license to use MLS's trademark(s) identified in Appendix B for the sole purpose of identifying MLS as the source of the MLS Listing Information ("MLS Trademark"). VENDOR agrees that it shall not use the MLS Trademark, or any marks that are confusingly similar, assert any right, license, or interest with respect to any trademarks of MLS, or represent or suggest any affiliation between MLS and VENDOR. VENDOR agrees that it will not file any applications or assert any rights to the MLS Trademark in the United States, or any other country or territory. MLS may subsequently grant similar rights to VENDOR to use other trademarks of MLS, and VENDOR's use thereof shall be subject to the provision of this paragraph as if they had been included in Appendix B.

13. Proprietary and Other Notices. VENDOR agrees that it will include and not alter or remove any trademark, copyright, other notices, or any disclaimers located or used on or in connection with the MLS Listing Information. VENDOR agrees to provide notice to any person with access to the display of the MLS Listing Information that the source of the MLS Listing Information is MLS.

TERM AND TERMINATION

14. The term of this Agreement shall commence on the "Effective Date" set forth on the "MLS Information and Signature Page." MLS may, by delivery of written notice to Authorized Subscriber and VENDOR, terminate this Agreement with 30 days' notice at will or effective immediately upon the occurrence of any of the following events:

- a. VENDOR giving MLS and Authorized Subscriber written notice of the termination;
- b. Authorized Subscriber giving notice to MLS that it no longer intends to display the MLS Listing Information on the IDX website;
- c. VENDOR being no longer designated to provide IDX website services to Authorized Subscriber;
- d. Authorized Subscriber ceasing to remain an active Member of the MLS;
- e. VENDOR accessing or downloading data in a manner not authorized for Authorized Subscribers that hinders the ability of Authorized Subscribers to download data;
- f. Authorized Subscriber or VENDOR violating an IDX Policy or IDX Rule;
- g. Authorized Subscriber failing to make required payments to the MLS; or
- h. Principal Broker revokes authorization for a non-principal broker or sale licensee to operate an IDX Website.

15. MLS acknowledges and agrees that it may not suspend or terminate VENDOR's access to data without giving the VENDOR and Authorized Subscriber prior notice and if immediate, the applicable provisions of the Rules for suspension or termination of VENDOR'S access.

16. No Fees, portion of the Fees, or other fees payable by Authorized Subscriber under this Agreement will be refunded to Authorized Subscriber upon termination of this Agreement for any reason.

WARRANTIES, INDEMNIFICATION AND LIMITATION OF LIABILITY

17. Mutual Representations and Warranties. Each party represents and warrants to the others as follows: (a) this Agreement, when executed by such party, will be valid, binding and enforceable with respect to such party in accordance with its terms; (b) the execution of this Agreement and/or the performance of such party's obligations under this Agreement will not constitute a default, or an event which with the passage of time, the giving of notice, or both, would constitute a default, under any other agreement by which such party is bound; and (c) VENDOR is not and shall not be under any disability, restriction, or prohibition related to the execution of this Agreement and the performance of its obligations under this Agreement. VENDOR further represents and warrants to MLS that the grant of the License to VENDOR and the fulfillment of VENDOR's obligations as contemplated under this Agreement are proper and lawful.

18. Indemnification. Authorized Subscriber and VENDOR indemnify and hold harmless MLS, its officers, directors and employees from and against any and all claims, demands, liabilities, and actions, including the payment of all legal expenses, including reasonable attorneys' fees and costs, arising out of or connected with any breach by Authorized Subscriber or VENDOR of any of the terms and conditions of this Agreement, including any breach of representation or warranty set forth in this Agreement, and the use and display of the MLS Listing Information. MLS shall have the right to control its own defense and engage legal counsel acceptable to MLS.

19. Limitation of Liability. TO THE FULLEST EXTENT AVAILABLE UNDER APPLICABLE LAW, MLS'S ENTIRE AND CUMULATIVE LIABILITY TO AUTHORIZED SUBSCRIBER OR VENDOR, OR ANY THIRD PARTY, FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS, OR ACTIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE USE OR DISPLAY OF THE MLS LISTING INFORMATION, INCLUDING ANY TORT, SUCH AS NEGLIGENCE, SHALL NOT EXCEED AN AMOUNT EQUAL TO THE LICENSE FEE PAID TO MLS UNDER THIS AGREEMENT DURING THE ONE (1) YEAR PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM ACCRUED. WITHOUT WAIVER OF THE LIMITATIONS SET FORTH IN THIS AGREEMENT, IN NO EVENT SHALL MLS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES OR LOST PROFITS, EVEN IF MLS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

REMEDIES

20. MLS, Authorized Subscriber, and VENDOR agree that a breach of this Agreement will result in immediate and irreparable injury and harm to MLS. In such event, MLS shall have the right to immediately terminate VENDOR's access to the MLS Information and to obtain an injunction, specific performance, or other equitable relief to prevent the violation of the obligation under this Agreement; provided, however, that this shall in no way limit any other remedies which MLS may have including, without limitation, the right to seek monetary damages.

21. Costs of Litigation. If any action is brought by any party to this Agreement against another party regarding the subject matter of this Agreement, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorneys' fees, costs, and expenses of litigation.

GENERAL PROVISIONS

22. Governing Law; Submission to Jurisdiction. This Agreement is governed by and enforced according to the laws of the State of Rhode Island. Authorized Subscriber and VENDOR hereby submit and consent to, and waive any defense to the jurisdiction of courts located in Kent County, State of Rhode Island, as to all matters relating to or arising from this Agreement.

23. Notices. All notices to be given under this Agreement shall be made in writing and delivered by U.S. certified mail, facsimile transmission, or email to the appropriate party at the address provided on the Signature Page of this Agreement. The foregoing addresses may be changed from time-to-time by delivering notice of such change to the parties to this Agreement. Notice shall be effective upon receipt.

24. No Joint Venture. Nothing in this Agreement shall be construed to create a partnership or joint venture between MLS and VENDOR.

25. Severability. Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable shall not invalidate or make unenforceable any other provision of this Agreement.

26. No Waiver. The waiver by either party of, or the failure of either party to take action with respect to any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition, or subsequent breach of the same, or any other term, covenant or condition contained in this Agreement.

27. No Assignment. Neither Authorized Subscriber nor VENDOR may assign or otherwise transfer any rights and obligations under this Agreement to any party, other than a subsidiary of VENDOR or a successor to VENDOR by merger or sale, without the prior written consent of MLS.

28. Survival. The obligations of Authorized Subscriber and VENDOR set forth in Sections 5, 10, 11, 14, 20, and 21 under this Agreement shall survive the termination of this Agreement.

29. Execution and Amendment. This Agreement may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument. Facsimile signatures are deemed to be equivalent to original signatures for the purposes of this Agreement. This Agreement may not be amended except in writing signed by Authorized Subscriber, VENDOR, and MLS.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their authorized representatives as of the Effective Date.

Effective Date: _____

MLS Information and Signature:

Signature
Robert Parker, CTO

Name, Title
State-Wide MLS, Inc.

Company Name
100 Bignall Street

Street Address
Warwick, RI 02888

City, State, Zip Code
Rparker1@statewidemls.com

Email Address
401-432-6928

Phone Number
401-784-9337

Fax Number

IDX Service Provider Information and Signature:

Signature

Name, Title

Company Name

Street Address

City, State, Zip Code

Email Address

Phone Number

Fax Number

Authorized Subscriber Information and Signature:

Agent's Signature

Signature

Name, Title

Company Name

Street Address

City, State, Zip Code

Email Address

Phone Number

Fax Number

[NOTE: If "Authorized Subscriber" is a non-principal broker or sales licensee, then the affiliated principal real estate broker or broker in charge must also sign this Agreement below.]

Designated Broker Information and Signature:

Broker's Signature

Signature

Name, Title

Company Name

Street Address

City, State, Zip Code

Email Address

Phone Number

Fax Number

APPENDIX A

Fees and Payment Terms

Description	Amount	Payment Terms
Non-refundable One-Time Setup Fee	\$50	One-time setup fee covers MLS' configuration of the respective data set. Member will be billed upon execution of this Agreement.
Monthly License Fee	\$25	<p>Invoiced for licensed use of the aggregated MLS database, billed monthly in advance. Member agrees to pay invoice in full within 30 days of receipt.</p> <p>If invoice is not paid within 60 days of receipt MLS may discontinue the data service until all outstanding fees that are owed MLS are paid by Authorized Subscriber.</p>

APPENDIX B

Trademarks Licensed to VENDOR

	<p>Approved identifying graphic of State-Wide Multiple Listing Service, Inc. per Section 12</p>
	<p>Approved identifying graphics for MLS Listings displayed on an IDX website that do not belong to the Authorized Subscriber or Authorized Subscriber's firm operating that website.</p>

APPENDIX C

Rules and Regulations

SECTION 13. INTERNET DATA EXCHANGE (IDX)

Section 13 – IDX Defined:

IDX affords MLS participants the ability to authorize limited electronic display of their listings by other participants.

Section 13.1 Authorization:

Participants' consent for display of their listings by other participants pursuant to these rules and regulations is presumed unless a participant affirmatively notifies the MLS that the participant refuses to permit display (either on a blanket or on a listing-by-listing basis). If a participant refuses on a blanket basis to permit the display of that participant's listings, that participant may not download, frame or display the aggregated MLS data of other participants. Even where participants have given blanket authority for other participants 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.

Section 13.2 Participation:

Participation in IDX is available to all MLS participants who consent to display of their listings by other participants. A non-principal broker or sales licensee (Subscriber) affiliated with a Participant may, with his or her Participant's consent, operate an IDX website. Any IDX website of a non-principal broker or sales licensee is subject to the Participant's oversight, supervision, and accountability. Unless expressly contravened by the provisions of this section, all other Rules and Regulations remain in full force and effort.

Section 13.2.1 Participants and subscribers must notify the MLS of their intention to display IDX information and must give the MLS direct access for purposes of monitoring/ensuring compliance with applicable rules and policies.

Section 13.2.2 MLS participants or subscribers may not use IDX-provided listings for any purpose other than display as provided for in these rules. This does not require participants to prevent indexing of IDX listings by recognized search engines.

Section 13.2.3 Listings, including property addresses, can be included in IDX displays except where a seller has directed their listing broker 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).

Section 13.2.4 Participants 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 right of brokerage), 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 participant.

Section 13.2.5 Participants must refresh all MLS downloads and displays automatically fed by those downloads not less frequently than every 12 hours.

Section 13.2.6 Except as provided in the IDX policy and these rules, an IDX site or a participant or user operating an IDX site or displaying IDX information as otherwise permitted may not distribute, provide, or make any portion of the MLS database available to any person or entity.

Section 13.2.7 Any IDX display controlled by a participant must clearly identify the name of the brokerage firm under which they operate in a readily visible color and typeface. For purposes of the IDX policy and these rules, "control" means the ability to add, delete, modify and update information as required by the IDX policy and MLS rules.

Section 13.2.8 Any IDX display controlled by a participant or subscriber 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, or
- b. Displays an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing,

either or both of those features shall be disabled or discontinued for the seller's listings at the request of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all displays controlled by participants. Except for the foregoing and subject to Section 13.2.9, a participant's IDX display may communicate the participant's professional judgment concerning any listing. Nothing shall prevent an IDX display from notifying its customers that a particular feature has been disabled at the request of the seller.

Section 13.2.9 Participants 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 participant beyond that supplied by the MLS and that relates to a specific property. Participants 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, participants shall not be obligated to remove or correct any data or information that simply reflects good faith opinion, advice, or professional judgment.

Section 13.2.10 An MLS Participant or Subscriber may co-mingle the listings of other brokers received in an IDX feed with listings available from other MLS IDX feeds, provided all such displays are consistent with the IDX rules, and the MLS Participant (or MLS Subscriber) holds participatory rights in those MLSs. As used in this policy, “co-mingling” means that consumers are able to execute a single property search of multiple IDX data feeds resulting in the display of IDX information from each of the MLSs on a single search results page; and that Participants may display listings from each IDX feed on a single webpage or display.

Section 13.2.11 Participants shall not modify or manipulate information relating to other participants listings. MLS participants may augment their IDX display of MLS data with applicable property information from other sources to appear on the same webpage or display, clearly separated by the data supplied by the MLS. The source(s) of the information must be clearly identified in the immediate proximity to such data. This requirement does not restrict the format of MLS data display or display of fewer than all of the available listings or fewer authorized fields.

Section 13.3 Display:

Display of listing information pursuant to IDX is subject to the following rules:

Section 13.3.1 Listings displayed pursuant to IDX shall contain only those fields of data designated by the MLS. Display of all other fields (as determined by the MLS) is prohibited. Confidential fields intended only for other MLS participants and users (e.g., cooperative compensation offers, showing instructions, property security information, etc.) may not be displayed.

Section 13.3.1.1 The type of listing agreement (e.g., exclusive right to sell, exclusive right of brokerage, etc.) may not be displayed.

~~**Section 13.3.2** Participants shall not modify or manipulate information relating to other participants’ listings. (This is not a limitation on site design but refers to changes to actual listing data.) MLS 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 MLS data display or display of fewer than all of the available listings or fewer authorized data fields.~~

Section 13.3.3 All listings displayed pursuant to IDX shall identify the listing firm in a reasonably prominent location and in a readily visible color and typeface not smaller than the median used in the display of listing data. Displays of minimal information (e.g., “thumbnail,s, text messages, “tweets,” etc., of two hundred [200] characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures.

Section 13.3.4 Non-principal brokers and sales licensees affiliated with IDX participants may display information available through IDX on their own websites subject to their participant’s consent and control and the requirements of state law and/or regulation.

Section 13.3.5 All listings displayed pursuant to IDX shall show the MLS as the source of the information. Displays of minimal information (e.g., “thumbnails,” text messages, “tweets,” etc., of two hundred [200] characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures.

Section 13.3.6 Participants (and their affiliated licensees, if applicable) shall indicate on their websites that IDX information is provided exclusively for consumers’ personal, non-commercial use, that it may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing, and that the data is deemed reliable but is not guaranteed accurate by the MLS. The MLS may, at its discretion, require use of other disclaimers as necessary to protect participants and/or the MLS from liability. Displays of minimal information (e.g., “thumbnails,” text messages, “tweets,” etc., of two hundred [200] characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures.

Section 13.3.7 The right to display other participants’ listings pursuant to IDX shall be limited to a participant’s office(s) holding participatory rights in this MLS.

Section 13.3.8 Listings obtained through IDX feeds from REALTOR Association MLSs where the MLS Participant holds participatory rights must be displayed separately from listings obtained from other sources. Listings obtained from other sources (e.g., from other MLSs, from non-participating brokers, etc.) must display the source from which each such listing was obtained. Displays of minimal information (e.g., “thumbnails”, text messages, “tweets”, etc., of two hundred [200] characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures.

Section 13.3.9 Display of expired and withdrawn listings is prohibited.

Section 13.3.10 Display of seller’s(s’) and/or occupant’s(s’) name(s), phone number(s), and e-mail address(es) is prohibited.

Section 13.3.11 Participants are required to employ appropriate security protection such as firewalls on their websites and displays, provided that any security measures required may not be greater than those employed by the MLS.

Section 13.4 3rd Party Advertising:

Deceptive or misleading advertising (including co-branding) on pages displaying IDX-provided listings is prohibited. For purposes of these rules, co-branding will be presumed not to be deceptive or misleading if the participant’s logo and contact information is larger than that of any third party.

Section 13.5 Service Fees and Charges:

Service fees and charges for participation in IDX shall be as established annually by the Board of Directors.

THIS PAGE IS FOR CHIME ONLY

APPENDIX D

VENDOR Contact Information

Company Information:

Company Name

Street Address

Additional Street Address

City, State, Zip Code

Email Address

Phone Number

Fax Number

Web Address

Technical Contact Information:

Technical Contact Name

Street Address *(if different than company info)*

Street Address

City, State, Zip Code

Email Address

Phone Number

Emergency Contact Number

Fax Number

Technical Information:

IP address of computer that will connect to the RETS server: _____

RETS Connection Type:

☐ RETS User-Agent *User Agent ID:* _____ *User Password:* _____

☐ RETS Connector

APPENDIX E

Open House Content Option

At Authorized Subscriber's option, MLS will make available upcoming open house event content (Open House Content) for properties included in the MLS Listing Information for display on IDX Websites.

The use of Open House Content is regulated by the conditions contained in the Agreement, including License, Compliance, Ownership, Term and Termination, Warranties, Indemnification and Limitation of Liability, Remedies and General Provisions, and Payment Terms sections.

Approved Open House Content Fields

SystemName	LongName	SystemName	LongName
1370	Zip Code	1363	Street Number
1374	Open House Status	1362	List Price
1372	Open House StartTime	1381	Property Status
1371	Open House Date	1379	CountyID
1366	Area	1653	Addl Street Num
1367	Address	1650	Street Suffix
1365	Street Name	1376	Remarks
sysid	sysid	1375	Refreshments
1368	Public ID	1377	Directions
1369	Bedrooms	1655	Open House End Time
1361	PropertyType		

Fees

In accepting this optional content, an additional \$10 (ten dollars) will be added to the Monthly License Fee as outlined in Appendix A.

Authorization

IN WITNESS WHEREOF, the parties hereto have executed the Agreement and this Appendix by their authorized representatives as of the Effective Date.

Effective Date: DATE SIGNED

Authorized Subscriber Signature:

AGENT'S SIGNATURE
Signature

AGENT'S NAME
Print Name

Designated Broker Information and Signature:

BROKER'S SIGNATURE
Signature

BROKER'S NAME
Print Name

[NOTE: If "Authorized Subscriber" is a non-principal broker or sales licensee, then the affiliated principal real estate broker or broker in charge must also sign this Agreement.]