

IDX DATA LICENSE AGREEMENT

Northeast Florida Multiple Listing Service, Inc.

This Internet Data Exchange (IDX) License Agreement (the Agreement) is made and entered into by and between Northeast Florida Multiple Listing Service, Inc. ("MLS") and _____, a Participant of the Northeast Florida Multiple Listing Service, ("Participant"), and _____, Consultant/Web Designer/Vendor ("Vendor"). Participant must be a REALTOR® Broker to enter into this Agreement. See MLS's *Rules and Regulations* for further details. **This Agreement must be filled out completely and signed by a Principal MLS Participant. There are no exceptions.** The Participant is requesting IDX Data in the API or RETS format. (Real Estate Transaction Standard)

It could take up to 72 hours to process your IDX Data request. MLS will sign the Agreement and return a copy to you with information on how to access the data.

RECITALS

1. Participant wishes to obtain, and MLS wishes to provide, IDX Data for Participant's or Participant's Licensee's (Subscriber) website, product or service including the listing data of other real estate brokerages participating in MLS. Participant may wish to engage Vendors, i.e., other companies or individuals who are not employees of Participant, to obtain data for the purpose of using the IDX Data in the Participant's or Subscribers' website, product, or service.

DEFINITIONS

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

IDX Broker: A REALTOR® Participant who gives permission to other REALTOR® Participants to use each other's active and sold listing data in websites, products or services in return for their permission to use each other's active and sold listing data in websites, product or services.

IDX Data: The current aggregate compilation of all active listings, sold listing data starting from January 1, 2012 (see "Note" below) and non-confidential pending sale listing data of all IDX Brokers except those listings where the property seller has opted out of Internet publication by so indicating on the listing agreement.

Note: If "sold" information is not publicly accessible, sold listings can be removed from the MLSs' IDX feeds/downloads. "Publicly accessible" sold information as used in IDX policy and rules, means data that is available electronically or in hard copy to the public from city, county, state and other government records. MLSs must provide for its Participants' IDX displays publicly accessible sold information maintained by the MLS starting January 1, 2012.

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

Participant: Any REALTOR® member of the Northeast Florida Association of Realtors, Inc. or any other REALTOR® Association who is a principal, partner, corporate officer, or branch manager acting on behalf of the principal, without further qualification, shall be eligible to participate in the MLS upon agreeing in writing to conform to the Rules and Regulations thereof and pay the costs incidental thereto. For purposes of this Agreement, a "Subscriber" is a non-principal broker or sales licensee licensed under the REALTOR® Participant.

Participant Data: Data relating to real estate for sale or lease and data relating to Participants and Subscribers entered into the multiple listing system by or on behalf of Participants, Subscribers, and MLS.

MLS'S OBLIGATIONS

3. During the term of this Agreement, MLS grants to Participant a license to:
 - a. Display the IDX Data on Participant's and Subscriber's websites, products, or services and
 - b. Make copies of the IDX Data to the extent necessary to deliver the IDX Data to consumers on Participant's and Subscriber's websites, products, or services.

4. During the term of this Agreement, MLS agrees to provide to Participant, Subscriber and their Vendors:
 - a. Access to the IDX Data via the Internet using RETS
 - b. A minimum of Seven (7) days' advance notice of changes to the file and record formats of the IDX Data; and
 - c. Seven (7) days' advance notice of changes to the Rules.

Participant's OBLIGATIONS

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

VENDOR'S OBLIGATIONS

11. If MLS notifies Participant of a breach of the Rules or this Agreement and Participant does not immediately cure such breach, MLS may contact Vendor to cure any such breach that is within Vendor's control. Vendor agrees to cooperate with MLS and act immediately upon notification by MLS of an uncured breach by Participant.
12. Each Vendor acknowledges MLS's ownership of the copyrights in the Participant Data and the IDX Data.
13. Each Vendor shall comply with the requirements relating to Confidential Information set forth below.
14. Each Vendor shall notify MLS within five (5) business days of any change to the information relating to it on the Vendor Information and Signature page below.
15. Each Vendor is required to sign an IDX Data License Agreement with Northeast Florida MLS for every REALTOR® broker and licensee for whom Vendor provides service. If Vendor signs an Agreement for one Participant's access to the IDX Data, Vendor is not authorized to use the IDX Data for Vendor's other clients unless they have signed an IDX Data License Agreement. Any Vendor that provides the information to anyone other than approved Participants of the Northeast Florida MLS who have signed an IDX Data License Agreement, will lose access to the IDX Data provided to Vendor for its clients. Vendor agrees to comply with the Northeast Florida MLS Rules & Regulations

CONFIDENTIAL INFORMATION

16. **"Confidential Information"** is information or material proprietary owned by MLS or designated "confidential" by MLS and not generally known to the public, which the Participant, Subscriber or Vendor(s) (the "Receiving Party") or anyone 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 Participant 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 MLS obtains from any third party that MLS treats as proprietary or designates as Confidential Information, whether or not owned or developed by MLS.
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 any Receiving Party at the time of disclosure;
 - c. Is used or disclosed by any Receiving Party with the prior written or electronic consent of MLS, to the extent of such consent;
 - d. Becomes known to any Receiving Party from a source other than MLS without breach of this Agreement by any Receiving Party and provided that such source is not known by any Receiving Party to be bound by a confidentiality agreement with MLS; or
 - e. Is required to be disclosed by judicial order or other compulsion of law, provided that any Receiving Party provides to MLS prompt notice of any such order.

18. **Title.** Confidential Information remains at all times solely owned by MLS or with the third parties in whom title existed prior to this Agreement or prior to disclosure by MLS.
19. **Restrictions on Use – Scope of Use.** Any Receiving Party may use or access the Confidential Information only as expressly permitted under this Agreement and the Rules and any Receiving Party will not use its access or the Confidential Information for any other purpose. Any Receiving Party will employ measures to protect the Confidential Information from disclosure at least as rigorous as those it uses to protect its own Confidential Information and trade secrets, but in no event less than reasonable care.
20. **Restrictions on Use – Unauthorized Uses.** Any Receiving Party may not make copies of the Confidential Information. Any Receiving Party may not directly or indirectly disclose, display, provide, transfer or otherwise make available the Confidential Information to any person or entity, unless any Receiving Party has received prior written or electronic consent of MLS to do so. At no time and under no circumstances may any Receiving Party reverse engineer, decompile, or disassemble any software constituting part of the Confidential Information. Any Receiving Party may not incorporate the Confidential Information into any other work or product.
21. **Restrictions on Use – No Third-Party Access.** Only the Receiving Party may access the Confidential Information. Any Receiving Party may not provide access to the Confidential Information to third parties, including Vendors or independent contractors, employed or not, without prior written or electronic consent from MLS. If MLS grants consent, any 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 any Receiving Party.
22. **Restrictions on Use – Location restriction.** Any Receiving Party may not remove the Confidential Information from its principal place of business without MLS's prior written or electronic consent. In the event MLS grants consent, any 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 MLS, any Receiving Party will return to MLS all Confidential Information and all other materials provided by MLS to any Receiving Party. Any 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 MLS, an officer of any Receiving Party will certify in writing that all materials have been returned to MLS 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 signature page below. MLS 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. MLS's notice to Participant that this Agreement is terminated.
 - b. Participant's notice to MLS that it no longer intends to display IDX Data on its web site.
 - c. Termination of Participant's privileges as a Participant either by MLS or the Affiliated Association from which Participant purchases Multiple Listing Services.
25. No Fees, portion of the Fees, or other fees payable by Participant or Vendor under this Agreement will be refunded to Participant or Vendor upon termination of this Agreement for any reason.

GENERAL PROVISIONS

26. **Survival of Obligations.** The obligations of Participant set forth under "Participant's Obligations" above and the obligations of Vendors under "Vendors' Obligations" above shall survive the termination or expiration of this Agreement.
27. **MLS's Remedies.** Because of the unique nature of the Participant Data and Confidential Information, Participant and Vendors acknowledge that MLS 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 MLS for a breach. MLS 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 Participant or Vendors or any one of them, without showing or proving any actual damages sustained by MLS.
28. **Attorney's fees.** If MLS prevails in any action to enforce or interpret this Agreement or any provision hereof, the party against whom enforcement or interpretation was sought agrees to pay MLS's reasonable attorney's fees and costs for such legal action.
29. **Indemnification.** Participant and Vendor indemnify and hold harmless MLS, its officers, directors, employees, attorneys, and licensees, 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 Participant 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.

30. **Limitation of Liability.** MLS's liability to Participant and Vendors for damages under this Agreement, whether in contract or tort, shall be limited to the aggregate amounts paid by Participant and Vendors to MLS, if any, under this Agreement. Participants and Vendors' only other remedy shall be termination of this Agreement. MLS shall not be liable for any incidental or consequential damages under any circumstances, even if MLS has been advised of the possibility of such damages. MLS shall have no liability for inaccuracies in the IDX Data or the Participant Data.
31. **Notice.** All notices to be given under this Agreement shall be mailed, sent via facsimile transmission, or electronically mailed to the parties at their respective addresses set forth below or such other address of which any party may advise the others in writing during the term of this Agreement.
32. **No Waiver.** No waiver or modification of this Agreement or any of its terms is valid or enforceable unless reduced to writing and signed by the party who is alleged to have waived its rights or to have agreed to a modification.
33. **No Assignment.** Participant, Subscriber or Vendor shall not assign or otherwise transfer any rights under this Agreement to any party without the prior written or electronic consent of MLS.
34. **Entire Agreement.** This Agreement contains the full and complete understanding of the parties regarding the subject matter of this Agreement and supersedes all prior representations and understandings whether oral, written, or electronic. The previous sentence notwithstanding, the Rules are expressly incorporated into this Agreement by reference.
35. **Applicable law.** This Agreement is governed by and enforced according to the laws of the State of Florida and jurisdiction and venue shall be in courts located in Duval County Florida.
36. **MLS Access to the IDX.** Participant and Subscriber shall at all times make Participant's and Subscriber's IDX website, product, or service readily accessible to MLS and to all MLS Participants for purposes of verifying compliance with the Rules. Participant's IDX website, product or service is accessible by the following means or at the following URL (include any necessary third-level domain names):

37. **Changes.** Participant must supply in writing any and all websites that will be using data obtained through this Agreement. If any changes are made to the distribution of said data this page must be resubmitted to reflect these changes. If MLS is not notified of a change and one is reported to or found by MLS this Agreement will be considered null and void; and the IDX Data access will be terminated.
38. **BROKER/LICENSEE:** Broker and Broker's licensee understands that if the Broker or Broker's licensee is no longer a Participant or Subscriber of MLS or if the Broker's licensee leaves the Broker's employ both the Broker and Broker's licensee are obligated to immediately notify MLS so that the IDX Data access may be terminated. If the licensee wishes to continue IDX Data access the licensee's new Broker must have completed and signed an IDX Data Agreement.

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SIGNATURE PAGE

WHEREFORE, the parties hereto have executed this Agreement by their authorized representatives as of the

Effective Date: _____.

Participant understands and agrees that Participant is responsible for Participant's licensees with regard to the IDX Data. MLS recommends that Participant secure a written agreement with their licensees as to the proper use of the IDX Data.

SYNDICATION of LISTINGS: By initialing below Participant hereby grants permission for Vendor to syndicate all of Participant's active and sold listings_____ only Subscriber's active and sold listings_____ or both Participant's and Subscriber's active and sold listings_____ to third party real estate publishers. No listings shall be syndicated if left blank.

Licensee Information

Print Name of Licensee

Title of Licensee

Member ID number

E-mail Address of Licensee/Member

Participant /Broker Information and Signature

Signature of Broker of Record

Print Name of Broker of Record

Title of Broker of Record

Member ID number of Broker of Record

Office Code of Broker of Record

E-mail Address of Broker of Record

Consultant/Web Designer /Vendor Information and Signature

Signature of Consultant/Web Designer /Vendor

Print Name of Consultant/Web Designer/Vendor

Title of Consultant/Web Designer/Vendor

Phone Number of Consultant/Web Designer/Vendor

E-mail Address of Consultant/Web Designer/Vendor

Northeast Florida Multiple Listing Service, Inc. Information and Signature

Signature

Print Name

Title

Jacksonville, FL 32256

City, State, Zip Code

idx@realMLS.com

E-mail Address

904.394.9494

Phone Number